

PUBLIC LAW BOARD NO. 7633

CASE NO. 225  
AWARD NO. 225

Brotherhood of Maintenance of Way Employes  
Division - IBT Rail Conference

and

Union Pacific Railroad Company  
(former Missouri Pacific Railroad Company)

Claimant: C. Pierson

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STATEMENT OF CLAIM:

- “Claim of the System Committee of the Brotherhood that:1. The Carrier’s discipline (MAPS Training 1) of Mr. C. Pierson, by letter dated August 31, 2023, for alleged violation of Rule 136.3.1: Job Briefing for Roadway Work Groups on July 18, 2023 was excessive, arbitrary, disparate, imposed without the Carrier having met its burden of proof and in violation of the Agreement (System File UP520KLS23/1795224 MPR).
2. As a consequence of the violation referred to in Part 1 above, Claimant C. Pierson’s ‘... charges shall be dropped and the MAPS 1 training status removed from Mr. Pierson’s permanent record, and the claimant shall be made whole for all financial and benefit losses because of the violation. Any benefit lost including vacation and health insurance benefits shall be restored. Restitution for financial losses because of the violation to include all strait (sic) time, overtime, and loss of holiday pay for time Mr. Pierson EID (0457665) for the time he (sic) was off due to a Carrier accident.’ (Employes’ Exhibit ‘A-2’).”

FINDINGS:

This Board derives its authority from the Railway Labor Act, as amended, together with the applicable Agreement between the parties. After reviewing the record as developed on the property, the Board finds that the parties are Carrier and Employee within the meaning of the Act; that this dispute is properly before the Board; that the Board has jurisdiction over the matter; and that the parties were given due notice of the hearing thereon.

Claimant Christopher Pierson entered Carrier service on March 11, 2013. At all times relevant to this dispute, Claimant was employed as a Welder. On July 18, 2023, Claimant was involved in an on-track vehicle collision near Milepost 240.84 on the Dallas Subdivision.

Following the incident, the Carrier issued a Notice of Investigation charging Claimant with a possible violation of Rule 136.3.1, Job Briefing for Roadway Work Groups. The Notice alleged that an insufficient job briefing failed to address safe traveling distances between machines, the hy-rail Job Safety Analysis, and that no job briefing form was completed or available. The matter was classified as a Critical Event under the Carrier's MAPS Policy.

A formal investigation was conducted on August 16, 2023. At its conclusion, the Carrier assessed Claimant with MAPS 1 (Training). The Organization appealed the assessment, and the dispute was progressed to this Board for final resolution.

The Carrier contends that it met its burden of proof that Claimant violated Rule 136.3.1. While acknowledging that the Employee-in-Charge bears primary responsibility for conducting a job briefing, the Carrier argues that all roadway workers share responsibility for ensuring that a proper briefing occurs and that on-track safety is in place before fouling the track.

The Carrier relied on testimony and contractor statements describing inadequate spacing and lack of communication prior to the collision and asserted that Claimant failed to challenge unsafe conditions or stop operations.

The Organization argues the Carrier failed to meet its burden of proof. It contends that Rule 136.3.1 assigns responsibility for conducting a job briefing to the Employee-in-Charge and that Claimant was not the EIC at the time of the incident. According to the Organization, the job briefing was conducted by the designated EIC, who retained responsibility for its content and adequacy.

The Organization further asserts that Claimant neither conducted nor controlled the job briefing and that the Carrier improperly attempted to impose liability by expanding the charged rule to encompass generalized safety concepts not cited in the Notice of Investigation. It also maintains that MAPS 1 is disciplinary in nature and carries continuing consequences affecting an employee's record.

Upon this record we find, the Carrier charged Claimant solely with a violation of Rule 136.3.1. The Board's review is therefore confined to whether that rule applied to Claimant under the circumstances presented and whether the Carrier met its burden of proof.

The record establishes that Claimant was not the Employee-in-Charge on July 18, 2023. Claimant did not conduct the job briefing and was not assigned responsibility for doing so. Rule 136.3.1 addresses the obligation to conduct a job briefing, and by its plain language, that obligation rests with the Employee-in-Charge.

The Carrier cited no separate rule imposing responsibility on a non-EIC employee for the adequacy or content of a job briefing conducted by another. The Board finds no basis to extend

the charged rule beyond its plain meaning or to impose liability based on association rather than assigned responsibility.

The Carrier failed to establish by substantial evidence that Claimant violated the charged rule.

AWARD

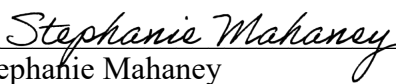
The claim is sustained.

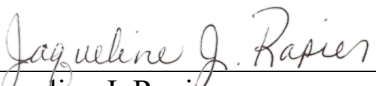
The Carrier failed to prove the charged conduct. The MAPS 1 (Training) assessment issued to Claimant shall be removed from his record, and all references thereto shall be removed from his record. The Carrier is directed to comply with this Award within 30 days of the date that any two members of the Board affix their signature to the Award.



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Deborah Gaines  
Neutral Referee  
Dated: **March 2, 2026**

  
Stephanie Mahaney  
Carrier Member  
Dated: March 4, 2026

  
Jacqueline J. Rapier  
Labor Member  
Dated: March 4, 2026