

PUBLIC LAW BOARD NO. 7633

CASE NO. 226  
AWARD NO. 226

Brotherhood of Maintenance of Way Employes  
Division - IBT Rail Conference

and

Union Pacific Railroad Company  
(former Missouri Pacific Railroad Company)

Claimant: H. Matthews

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STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

1. The Carrier’s discipline (dismissal) of Mr. H. Matthews, by letter dated November 30, 2023, for an alleged violation of Rules 1.6 Conduct: - Careless; 1.6 Conduct – Negligent was exceedingly harsh, imposed without the Carrier having met its burden of proof and in violation of the Agreement (System File UP416RR23/1798310 MPR).
2. As a consequence of the violation referred to in Part 1 above, Claimant H. Matthews shall now be:

‘... to return to work with all vacation and seniority rights unimpaired, that the charge and discipline, issued per letter of November 3, 2023 from Russell Young, Dir Bridge Mntce resultant investigation held November 14, 2023 in Beaumont, Texas be removed from Mr. Matthews’s personal record and that he be made whole for all time lost due to discipline issued in connection with these charges, and that the employee be reimbursed for any additional expenses, including those requested in the November 14, 2023 hearing, incurred that would have normally been covered by Carrier benefits, account the Carrier violated Rule 22 of our Agreement.

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The Claimant shall be made whole for all financial losses as a result of the alleged violation, including compensation for all wages lost, straight time and overtime, to be paid at the rate of position assigned at the time of removal of service, beginning with the day each Claimant was removed from service and ending with the Claimant retirement date. This amount is not to be reduced by earnings from alternate employment, obtained by the Claimant while wrongfully removed from service. This should also include any general lump sum payment or retroactive general wage increase provided in any applicable agreement that became effective while the Claimant was out of service. Any overtime needs to be included for the lost overtime opportunities for any position each Claimant could have held during the time he was removed from service, or on overtime paid to any junior employee for work each Claimant could have bid on and performed had he not been removed from service. Each Claimant shall be compensated for any and all losses related to the loss of fringe benefits that can result from dismissal from service, i.e., Health benefits for himself and his dependents, Dental benefits for himself and his dependents, Vision benefits for himself and his dependents, Vacation benefits, Personal Leave benefits and all other benefits not specifically enumerated herein that are collectively bargained for him as an employee of the Union Pacific Railroad and a member of the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters. The Claimant is to be reimbursed for all losses related to personal property that he has now which may be taken from him and his family because his income has been taken from him. Such losses can be his house, his car, his land, and any other personal items that may be garnished from him for lack of income related to this dismissal.

In short, we herein make the demand that the Claimant be made “whole” for any and all losses related to his dismissal from service.’ (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 Railway Labor 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 H. Matthews entered Carrier's service in September 2006. At all times relevant to this proceeding, Claimant was employed as a Bridge and Building System Hoisting Engineer. On October 21, 2023, at approximately 5:00 a.m., Claimant was operating a locomotive crane when it collided with another crane stopped ahead of him on a curved section of track during hours of darkness.

Following the incident, the Carrier issued a Notice of Investigation charging Claimant with violations of Rule 1.6 – Conduct, which provides, in pertinent part:

“Employees must not be careless of the safety of themselves or others.  
Negligence ... is prohibited.”

A formal investigation was conducted. The Carrier determined that the charges were sustained and dismissed Claimant from service. The Organization appealed, and the dispute was progressed to this Board for final resolution.

The Carrier contends that Claimant engaged in serious misconduct by operating heavy on-track equipment without maintaining proper situational awareness, failing to control speed consistent with conditions, and failing to stop within the range of vision. The Carrier emphasizes that the incident occurred in darkness, on a curved section of track, and involved stopped equipment ahead. It maintains these conditions required heightened vigilance and conservative operation. The Carrier further argues that the collision was preventable and that Claimant's conduct represented a serious failure to comply with fundamental safety obligations, justifying dismissal under Rule 1.6.

The Organization does not dispute that a collision occurred. Rather, it asserts Carrier failed to establish misconduct warranting dismissal. It argues that Claimant was working under conditions of fatigue attributable to work scheduling, that Claimant had raised concerns regarding tiredness, and that the incident should be viewed as an accident rather than a rules violation. The Organization further emphasizes Claimant's approximately seventeen (17) years of service and the absence of prior discipline, asserting that dismissal was punitive rather than corrective.

Upon review of the entire record, we note the facts are not disputed to any large degree. The record shows Claimant was operating a locomotive crane under conditions requiring heightened caution, including darkness, limited visibility, curvature of track, and the known presence of other equipment ahead. Notwithstanding these conditions, Claimant failed to maintain control of the equipment, failed to stop within the range of vision, and collided with another crane.

The Board finds that this conduct constitutes a serious departure from the standard of care required of employees operating heavy on-track equipment. Rule 1.6 imposes an obligation to avoid carelessness and negligence, particularly where safety-sensitive operations are involved. The evidence supports the Carrier's conclusion that Claimant was careless of safety and negligent within the meaning of that rule.

The remaining issue is the appropriateness of the penalty. The misconduct established on this record is serious. However, the Board also considers Claimant's approximately seventeen (17) years of service and the absence of a prior disciplinary record.

Under these narrow circumstances, and without minimizing the gravity of the misconduct, the Board finds that dismissal is not warranted. The Board's decision to modify the penalty reflects leniency based solely on length of service and does not undermine the Carrier's determination of culpability or the seriousness of the offense. Claimant is afforded one final opportunity to return to service, with the clear understanding that any future safety-related misconduct may result in termination.

AWARD

The claim is sustained in part and denied in part.

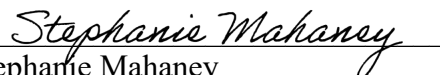
The Board finds that Claimant committed serious misconduct in violation of Rule 1.6 – Conduct (Carelessness of Safety and Negligence).

The discipline of dismissal is modified. Claimant shall be returned to service without back pay or benefits for time lost. The period out of service shall constitute a disciplinary suspension without pay. 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.



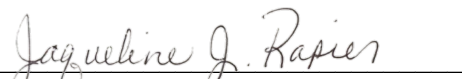
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Deborah Gaines  
Neutral Referee  
Dated: **March 2, 2026**



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Stephanie Mahaney  
Carrier Member  
Dated: March 4, 2026



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