

**PUBLIC LAW BOARD NO. 7163
CASE NO. 612
AWARD NO. 612**

**Brotherhood of Maintenance of Way Employes Division)
of the International Brotherhood of Teamsters)
and)
CSX Transportation, Inc.)
Carrier File: 22-56423)
BMWE File: D 606622)**

**Arbitration Decision
and Award**

I. STATEMENT OF THE CLAIM

“Claim of the System Committee of the Brotherhood that:

1. The Carrier’s discipline (dismissal) of Mr. B. Saunders, by letter dated February 22, 2022, in connection with allegations that he violated CSX Transportation Rule 104.3 was on the basis of unproven charges, arbitrary, capricious, unnecessary and excessive (System File D606622/22-56423 CSX).
2. As a consequence of the violation referred to in Part 1 above, ‘... the Carrier must clear all mention of the matter from Mr. Saunders’ personal record, immediately return Mr. Saunders to service with rights and benefits unimpaired and compensate him for all loss suffered. This loss includes, but is not limited to, any straight time, overtime, double-time or other Carrier provided compensation lost as a consequence of the discipline. It also includes healthcare, credit rating, investment, banking, mortgage/rent or other financial loss suffered as a consequence of the discipline.’ (Employes’ Exhibit ‘A-2’).’

II. FACTS

The Claimant, B. Saunders, worked as a machine operator in the Carrier's Maintenance of Way Department during the relevant time period.

On December 18, 2021, the Claimant was called into work to fix a rail on the Indy Line at or near QI 211.70. His coworker, C.O., was also called into work at the same location. The crew included two additional members. The testimony is unequivocal that the Claimant and C.O. had a verbal disagreement about how the work was being performed. While their testimony and statements diverge as to who began the disagreement and how the physical altercation began, there is no dispute that they ended up in a physical altercation. Both witnesses stated that they told the Claimant and C.O. to stop the argument before the physical altercation began. Neither witness saw how the physical altercation began because they were out of view until they saw C.O. on the ground and the Claimant on top of him. It is indisputable that the Claimant forcibly knocked down C.O. and sat on top of him. Neither of the individuals walked away from each other to avoid the altercation. Thereafter, the Claimant was advised to contact a supervisor to report the incident, which he did.

III. POSITIONS OF THE PARTIES

Carrier's Position

The Carrier argues that the rule infractions committed by the Claimant are appropriately characterized within the Policy as a Major Offense, for which a single infraction, if proven to have been committed, can result in dismissal. It asserts that the Claimant's misconduct seriously violated the Carrier's standards of workplace decorum, as well as its policies regarding Workplace Violence and the Code of Ethics. It argues that the Claimant's use of profanity and threatening language crosses a line that must not be crossed. It attests that the Carrier has an appropriate zero-tolerance policy for such behavior in the workplace.

The Carrier asserts that the Claimant's conduct was egregious in nature and as such, justified dismissal given the facts of this matter.

Organization's Position

The Organization argues that the Claimant did not initiate the physical altercation but engaged in self-defense when C.O. approached him. It asserts that the Claimant had no choice but to use force to prevent personal injury to himself. It notes that C.O. admitted that he did not exercise self-control during the incident and failed to de-escalate the situation, essentially admitting his guilt in starting a physical altercation.

The Organization asserts that self-defense is not grounds for dismissal and that the discipline is capricious and excessive. It notes that the Claimant immediately left the job site and contacted a manager after the incident because he did not feel safe working near C.O.

IV. DECISION

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended; that this Board is duly constituted by the Agreement dated March 20, 2008; that this Board has jurisdiction over the dispute involved herein; and that the parties were given due notice of the hearing held.

The Board further finds that the Carrier has met its burden to prove by a preponderance of the evidence that the Claimant violated the stated rules when he engaged in a physical altercation with another co-worker. This was a Major Offense for which a single infraction seriously violated the Carrier's standards of workplace decorum, as well as its policies regarding Workplace Violence and the Code of Ethics. Given the findings in this matter, discharge was justified.

V. AWARD

The claim is denied.



Casey Summers
Organization Member



John Ingoldsby
Carrier Member



Sheila Mayberry, Chair and Neutral Member
November 3, 2025