

AWARD NO. 161
Case No. 161

Organization File No. B16146712
Carrier File No. 2012-118605

PUBLIC LAW BOARD NO. 7163

PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION,
) INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TO)
)
DISPUTE) CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM:

1. The Agreement was violated when, on February 1, 2 and 3, 2012, the Carrier assigned Foreman Strickland to work a temporary vacancy assistant foreman flagging position in the vicinity of Mile Post 00K799.7 and failed to properly assign such work to Claimant P. Reeves.
2. As a consequence of the violation referred to in Part 1 above, Claimant P. Reeves shall now be allowed twenty nine (29) hours overtime at the Assistant Foreman rate.

FINDINGS:

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 Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

The Organization filed the instant claim on February 28, 2012, asserting that Claimant should have been assigned to fill a temporary assistant foreman flagging position in lieu of R. D. Strickland. The claim was denied by the Division Engineer and was subsequently appealed to the Director of Labor Relations. The record reflects that the claim was discussed in conference on October 23,


2012. On January 16, 2013 the Director of Labor Relations issued a letter confirming the conference and denying the claim.


The Organization argues the Carrier's denial letter of January 16, 2013 was not timely under Rule 24(b) of the Agreement, which reads as follows:

A claim or grievance denied in accordance with paragraph (a) shall be considered closed unless it is listed for discussion with the carrier's Highest Designated Labor Relations Officer by the employee or his union representative within sixty (60) days after the date it was denied. A claim or grievance meeting with the local committee will be placed on the docket for discussion at such meeting. When a claim or grievance is not allowed, the carrier's Highest Designated Labor Relations Officer will so notify, in writing, whoever listed the claim or grievance (employee or his union representative) within sixty (60) days after the date the claim or grievance was discussed of the reason therefor. When not so notified, the claim will be allowed.

Based upon the record before it, the Board finds that the Carrier failed to advise the Organization of its intent to deny the claim within sixty days of the October 23, 2012 conference. In accordance with the final sentence of Rule 24(b), the claim must be allowed as presented without regard to its merits.

AWARD: Claim sustained. Carrier is directed to comply with this Award within 45 days.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: April 2, 2015
Arlington Heights, Illinois