

AWARD NO. 206
Case No. 206

Organization File No. H39709713
Carrier File No. 2013-150219

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 August 13, 2013, the Carrier assigned Track Inspector J. Camplin to work with a section gang installing crossties in Lafayette Yard, between Mile Posts 117.5 and 123.1 on the Chicago Division and failed to properly offer and assign Claimant D. Richardson thereto.
2. The claim as presented by Vice Chairman A. Shelton on September 23, 2013 to Division Engineer J. Peterson shall be allowed as presented because said claim was not disallowed by Director Labor Relations R. Miller in accordance with Rule 24(b).
2. As a consequence of the violations referred to in Parts 1 and 2 above, Claimant D. Richardson shall be “. . . paid eight (8) hours straight time, and three (3) hours overtime, at his respective straight and overtime rates of pay.”

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.

By letter dated September 13, 2013, Vice Chairman Andrew H. Shelton submitted the instant claim to Division Engineer Josh Brass, asserting that the Agreement was violated on August 13,

2013 when the Carrier assigned Track Inspector J. Camplin to work with the Section gang installing ties in Lafayette Yard rather than having Claimant perform the work. Brass issued a denial of the claim by letter dated November 5, 2013, wherein he stated the reason for the denial.

By letter dated November 15, 2013, Shelton appealed the claim to Director Labor Relations Rob Paszta, the Carrier's Highest Designated Labor Relations Officer. On May 9, 2014, Paszta responded to Shelton with a letter covering seven various claims.


The Organization argues the denial letter from Director Labor Relations Paszta does not meet the requirements of Rule 24 (b), which states:

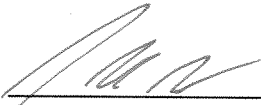
A claim or grievance denied in accordance with paragraph (a) shall be considered closed unless it is listed for discussion with the carrier's Highest Designated Labor Relations Officer by the employee or his union representative within sixty (60) days after the date it was denied. A claim or grievance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


This Rule requires the Highest Designated Labor Relations Officer to provide the reason for the denial of a claim. It is not sufficient to merely state that the claim is denied. Our review of the denial letter issued by Paszta shows that the reason for denying this particular claim was not stated in the letter. Instead, this appears to be a form letter for the purpose of denying several unrelated claims. We conclude, therefore, it did not meet the requirements of Rule 24 (b).

The Agreement requires the claim to be allowed when a denial is not issued in accordance with Rule 24 (b). We must, therefore, sustain the claim as presented without regard to the 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: 4/5/16
Arlington Heights, Illinois