

PUBLIC LAW BOARD NO. 7599

AWARD NO. 140

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES)
DIVISION - IBT RAIL CONFERENCE)
)

) EX PARTE, CASE 140
)
)

GRAND TRUNK WESTERN RAILROAD COMPANY)

ARBITRATOR: Gerald E. Wallin

DECISION: Claim sustained

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned one (1) Group B Mobile Production Welder and one (1) Group B Mobile Production Welder Helper to perform work consisting of replacing a missing bolt in a joint and also repairing a pull-apart on the Detroit Division, Detroit Subdivision in the Detroit Yard, which is work associated with local Group A and Group C job classes on June 6, 2022 (System File Keller179788PG072822/GTW-BMWED-2022-00001 GTW).
2. The claim, as appealed under letter dated November 23, 2022, shall be allowed as presented because the Carrier defaulted on the claim when it failed to notify, in writing, whoever listed the claim or grievance (employee or union representative) of the reasons the claim or grievance was not allowed within sixty (60) days after the date the claim or grievance was discussed as required by Rule 24(b).
3. As a consequence of the violations referred to in Parts 1 and/or 2 above, Claimants M. Keller and D. Irby shall now be compensated for three (3) hours at their time and one-half rate of pay at their respected hourly rate for June 6, 2022."

FINDINGS OF THE BOARD:

The Board, upon the whole record and on the evidence, finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended; that this Board is duly constituted by agreement of the parties; that the Board has jurisdiction over the dispute, and that the parties were given due notice of the hearing.

The Organization contends that it and the Claimants are entitled to a default decision in their favor per Rule 24(b) of the Agreement.

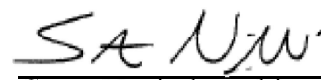
The Claim in question was filed on July 28, 2022. It was denied by the Carrier by letter dated September 26, 2022. The Organization appealed by November 23, 2022 letter. A meeting/conference was held June 12, 2023 where both parties agreed the Claim would be progressed. That triggered the Carrier's obligation to comply with the 60-day time limit of Rule 24(b) to provide written reasons for denying the Claim. If not so notified, the Claim will be allowed per the rule.

The record does not show that the Carrier complied with the time limit. Therefore, the Claim must be allowed.

AWARD: The Claim is sustained. The Carrier is directed to comply with this Award within thirty (30) days of the date shown below.


Gerald E. Wallin, Chairman
and Neutral Member


John Schlismann
Organization Member

 **DISSENTING**
Steve Napierkowski
Carrier Member

DATED: JANUARY 10, 2025