

PUBLIC LAW BOARD NO. 7599

AWARD NO. 141

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES)	
DIVISION - IBT RAIL CONFERENCE)	
)	
)	EX PARTE, CASE 141
)	
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 improperly removed Mr. C. Miller from service on October 22, 2021, without probable cause or medical reason (System File Miller133515PG102221/GTW-BMWED-2022-00008 GTW).
2. The claim, as presented under letter dated October 22, 2021, shall be allowed as presented because the Carrier defaulted on the claim when it failed to render a decision, in writing, to whoever listed the claim or grievance (employee or union representative) within sixty (60) days from the date same is filed as required by Rule 24(a).
3. The claim, as appealed under letter dated January 2, 2023, shall be allowed as presented because the Carrier defaulted on the claim when it failed to hold a timely appeal meeting as required by Rule 24(b).
4. The claim, as appealed under letter dated January 2, 2023, 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).
5. As a consequence of the violations referred to in Parts 1 and/or 2 and/or 3 and/or 4 above, Claimant C. Miller shall now be compensated for all hours lost at his respected hourly rate of pay commencing on October 22, 2021, and continuing."

FINDINGS OF THE BOARD:

The Board, upon the whole record and on the evidence, finds that the parties herein are

the 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 Claimant is entitled to a default decision in their favor per Rule 24 of the Agreement.

The Claim in question was filed on October 22, 2021. The Carrier did not reply for more than one year thereafter on November 7, 2022. The Organization wrote to the Carrier on January 2, 2023 citing the default under the 60-day time limit Rule 24(a). The Organization wrote again by letter dated January 2, 2023 and requested to conference the Claim which was held on June 12, 2023. 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 Organization wrote on September 11, 2023 that it had not received any written reasons for denial of the Claim. The record was closed on December 1, 2023.

The record does not show that the Carrier complied with either the time limit of Rule 24. Therefore, the Claim must be allowed without reaching the merits.

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