

PUBLIC LAW BOARD NO. 7599

AWARD NO. 142

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES)	
DIVISION - IBT RAIL CONFERENCE)	
)	
)	EX PARTE, CASE 142
)	
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 outside forces (Hulcher) to perform scope covered Maintenance of Way work (removal and installation of switch railroad track panels) located at Mile Post 65.5, Chicago Division, Flint Subdivision, on the Holly Sub in Durand, Michigan on April 12 and April 13, 2022 which is work ordinarily and customarily performed by the Claimants and due to them under the Agreement (System File Allen175058PG042522/GTW-BMWED-2022-00013 GTW).
2. The Agreement was further violated when the Carrier failed to furnish the General Chairman with advance written notice of its intent to contract out the claimed work in accordance with the Scope Rule and Appendix N of the Agreement.
3. The claim, as presented under letter dated April 25, 2022, 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).
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 hold a timely appeal meeting as required by Rule 24(b).
5. 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).
6. As a consequence of the violations referred to in Parts 1 and/or 2 and/or 3 and/or 4 and/or 5 above, Claimants K. Allen, C. Layman, N. Estes, D. Palmer, N. Robertson and E. Campioni shall now each be compensated sixteen (16) straight time hours and five (5) hours at the time and one-half rate at their respected hourly rate of pay."

FINDINGS OF THE BOARD:

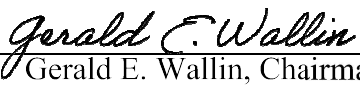
The Board, upon the whole record and on the evidence, finds that the parties herein are the Carrier and Employees within the meaning of the Railway Labor Act, as amended; that this Board is duly constituted by agreement of the parties; that the Board has jurisdiction over the dispute, and that the parties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


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

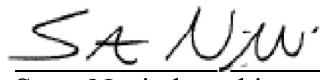
The Claim in question was filed on April 25, 2022. The Carrier reply was not dated until November 7, 2022. The Organization wrote to the Carrier on January 2, 2023 citing the default under the 60-day time limit Rule 24(a). The letter also requested the dispute be discussed in conference, which took place on June 12, 2023. But Rule 24(b) imposes another 60-day time limit to hold such conference. This time limit was also not met.

The record does not show that the Carrier complied with either 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