

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12896
Docket No. 12666-I
95-2-93-2-43

The Second Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

PARTIES TO DISPUTE: (Gary W. Shrewsbury
(Grand Trunk Western Railroad Incorporated

STATEMENT OF CLAIM:

"That the Grand Trunk Western Railroad Company violated the controlling agreement, specifically rule 29-1 (a), also ICC Finance Docket No. 28676, It is ordered:

1. Labor Agreement filed October 26, 1979 (September 4, 1979 Agreement), section No. 6 and 7, in relationship with the September 23, 1981 agreement "H" V.

2. That due to violations to the forementioned, (sic) the Grand Trunk Western Railroad Company list my seniority date of 1-06-80 on the Lang Yard, Toledo, Ohio Car Dept Seniority Roster. This in full settlement of this dispute."

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On March 13, 1992 Claimant protested the 1992 seniority roster posted at Lang Yard in Toledo, Ohio. The Carrier responded that the claim was not timely filed because the changes in seniority took place in 1987, 1988, and 1989.

Claimant was originally employed as a Carman at Lang Yard with a seniority date of January 6, 1980. The Carrier closed the Lang Car Shops in 1983. In December 1984 the Carrier decided to transfer employees to other locations under the terms and conditions of the September 23, 1981 Agreement. Claimant transferred to Detroit and had his seniority dovetailed on the Detroit Car Shops Roster and his name removed from the Lang Roster. Claimant was given a \$12,500 relocation allowance. In 1991, Claimant voluntarily returned to Lang on a new position and was given a new seniority date for Lang Yard. When the 1992 Seniority Roster was posted, Claimant protested his 1991 seniority dates, alleging he should have his old date of January 6, 1980.

Claimant's name was removed from the Lang Roster after his transfer in 1985. If the Claimant thought the removal from the roster was improper, his time to grieve the matter was then. Rule 29(1)(a) of the Agreement reads as follows:

"All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same **within 60 days from the date of the occurrence on which the claim or grievance is based.** Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances."

It is clear from the record that the Claimant did not file a claim within 60 days from the date his name was originally removed from the Lang Roster. Therefore, this Board must dismiss this claim as it was not filed in a timely manner on the property.

AWARD

Claim dismissed.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 16th day of August 1995.