

SPECIAL BOARD OF ADJUSTMENT NO. 695

*Paul  
PCMB  
HFB*  
PARTIES ) Brotherhood of Railroad Signalmen  
TO ) and  
DISPUTE ) Penn Central (Former Pennsylvania Railroad Company)

QUESTION  
AT ISSUE:

Claim on behalf of John W. Shover for reimbursement of \$92.00, the amount he paid to have his mobile home moved from Hollister, Ohio, to Carroll, Ohio, on or about March 30, 1966, after Carrier abolished signal shops at Logansport, Indiana, and Verona, Pennsylvania, and established a consolidated signal shop at Columbus, Ohio.

OPINION  
OF BOARD:

This dispute involves a claim for moving expenses pursuant to an Implementing Agreement between the parties. Claimant was awarded the new position on March 7, 1966, and moved his mobile home about March 30, 1966. (The Bill of Lading covering the move was dated March 30, 1966.) Claimant submitted an expense account dated May 1, 1967 claiming reimbursement in the amount of \$92.00 which was spent moving the mobile home.

Section 9 of the Implementing Agreement provides as follows:

"9. Disputes growing out of grievances, or out of the interpretation or application of Agreements concerning rules, rates of pay or working conditions involving C. & S. employees in the Columbus C. & S. Shop shall be presented, in writing, within the time limits and provisions of Article V of the August 21, 1954 Agreement. Disputes arising under the February 7, 1965 Mediation Agreement will be handled in accordance with the Interpretations of that Agreement."

Section 1 (a), Article V of the August 21, 1954 Agreement provides:

"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."

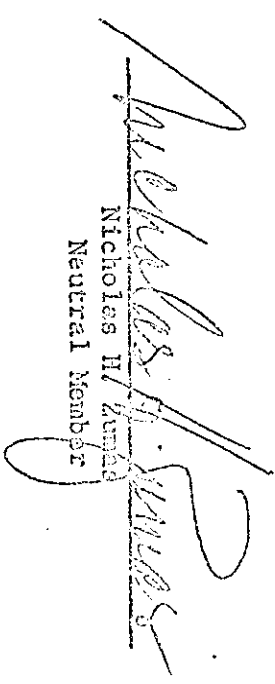
Claimant's claim, if any, came into being on March 30, 1966.

His claim for reimbursement was obviously not within the time limit and cannot be considered.

In light of this, other jurisdictional, procedural, and substantive aspects raised by this dispute need not be determined.

AWARD

Claim is denied.

  
Nicholas H. Lund  
Neutral Member

Dated: Washington, D. C.  
November 12, 1969