

The First Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Locomotive Engineers
(
(Grand Trunk Western Railroad Company

STATEMENT OF CLAIM:

"DTSL Sub-division claim of Engineer W.D. Doncoes for 100 miles from Stanley Yard on the ConRail to Lang Yard on the GTW, ties up on Hours of Service at Stanley Yard at 2145 Hours. Left Stanley by taxi at 2155 Hours, arrived Lang Yard 2225 Hours. Docket 27 Claim 109. Also the following claims: Docket 27 Claims 34, 100, 101, 102, 106, 107, 111 and 112. Docket 28 Claims 21, 36 thru 42, 45, 47, 48, 51, 55, 57, 62, 63, 65, 68, 179, 180, 184 and 192. Docket 29 Claims 2, 3, 8, 10, 17, 18, 19, 22, 24, 26, 27, 28, 29, 32, 44, 45, 47, 50, 51, 52, 59, 137, 140, 147, 151, 152, 155, 157, 159, 166, 168, 174, 176, 179, 188, 189, 191, 192, 194, 195, 198, 202, 203, 205, 206, 209, 211, 217, 219, 221, 222, 223, 233, 235, 236, 268, 275, 278, 279, 291, 297, 299, 303, 306, 312, 363, 367, 372, 376, 378, 379, 387, 388, 391, 394, 396, 398, 399, 400, 402, 406, 409, 410, and 414. Docket 31 Claims 2 thru 6, 8 thru 11, 50, 51, 56, 57, 58, 60, 61, 62, 65, 66, 67, 69, 88, 95, 98, 360, 361 thru 375, 376 thru 380, 382, 385, 387, 389, 391, 393, 395, 398, 400, 402, 404 thru 432. Docket 32 Claims 1 thru 34. Docket 33 Claims 1 thru 55. Docket 34 Claims 1 thru 20, 22 thru 31, 34, 36 thru 42, 51. Docket 35 Claims 72 thru 98, 100, 102 thru 153, 264, and 349. Docket 36 Claims 70 thru 96, 276 thru 292. Docket 37 Claims 36 thru 88. Docket 38 Claims 99 thru 131. Docket 39 Claims 95 thru 130. Docket 40 Claims 22 thru 32. Docket 41 Claims 11 thru 50. Docket 42 Claims 1 thru 12, 14 thru 22, 26, thru 29. Docket 43 Claims 1 thru 7, 201 thru 214, 272 and 337. Docket 44 Claims 1 thru 21, 426 thru 444. Docket 45 Claims 1 thru 18, 233 thru 257. Docket 46 Claims 1 thru 15, 259 thru 269. Docket 47 Claims 1 thru 10, 12 thru 19."

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

The numerous claims herein seek a day's pay for former Detroit and Toledo Shore Line engineers who arrived at Toledo's Lang Yard and thereafter delivered their train to a foreign carrier elsewhere in the Toledo terminal. While delivering their trains, Claimant's time expired under the hours of service law either while they were at the foreign carrier or during the taxi ride back to Lang Yard. According to the Organization, Claimants are entitled to one day's pay for each such occurrence under Article XII(e) of the applicable Agreement.

The Carrier's highest designated officer denied most, if not all, of the Claims herein between June 22, 1984 and December 16, 1986. On November 3, 1989, the Organization filed its Notice of Intent to submit these Claims to this Board in a combined docket. This notice came approximately 35 months after the Carrier's rejection of the most recent Claim. Pursuant to Section 1(e) of the June 25, 1985 Memorandum of Agreement, the Organization was obligated to progress a declined Claim to an authorized tribunal within one year from the date of the decision rendered by the Carrier's Director of Labor Relations.

While acknowledging that the Claims were progressed to this Board beyond the time limitation in Section 1(e), the Organization alleges that the parties indefinitely extended the time limits on all the Claims pursuant to a March 11, 1986 letter. However, the letter states that the Carrier only waived the time limits for those Claims that were outstanding prior to the consummation of the September 20, 1983 Agreement. Most, if not all, of the Claims before us were initially filed on or after October 23, 1983. Since the agreed-upon extension of time did not apply to these claims, we must dismiss the Claims for want of jurisdiction. First Division Award 24016.

Although the record is vague and unclear, there may be a scattering of Claims, a negligible number, that were covered by the time limit waiver set forth in March 11, 1986 Letter. Nonetheless, a few meritorious claims mixed

into this docket do not resurrect Claims which had expired under the time limits. More importantly, if a few of these Claims were insulated by the time limit waiver, the Organization bears the burden of separately identifying these Claims and raising arguments on the merits of the Claims while they were on the property. The record herein shows that the Organization did not substantively argue the merits of any of these Claims while they were appealed on the property. For the first time before this Board, the Organization brought forward arbitral precedents and persuasive arguments in support of the Claims. Thus, even if a few of these Claims were indefinitely held in abeyance, they must be dismissed because the substance of the Claims was not sufficiently developed on the property. See also Circular No. 1 of this Board.

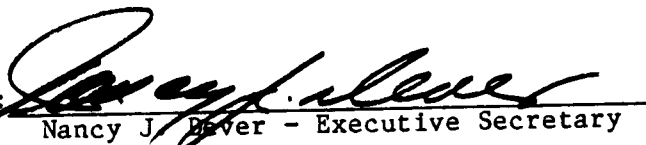
Inasmuch as this Board is not reaching the merits of these Claims, nothing in this decision should be construed to overrule the holdings of Public Law Board No. 3778, Award 2 and Public Law Board No. 4063, Award 1.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

Attest:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 12th day of September 1991.