

APPENDIX III

TIME LIMITS FOR HANDLING CLAIMS AND/OR GRIEVANCES

ARTICLE I - ALL CLAIMS AND/OR GRIEVANCES ARISING ON OR AFTER OCTOBER 1, 1992,
SHALL BE HANDLED AS FOLLOWS:

- A. All time claims or grievances must be presented in writing by the employee involved or his authorized representative on behalf of the employee, to the officer of the company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such time claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the employee or his representative in writing of the reasons for such disallowance. If not so notified, the time claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar time claims or grievances.
- B. If a disallowed time claim or grievance is to be appealed to the Superintendent, such appeal must be made in writing to the Superintendent within sixty (60) days from receipt of notice of disallowance. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar time claims or grievances.
- C. When an appealed time claim or grievance is disallowed by the Superintendent such disallowance must be in writing within sixty (60) days of receipt of appeal otherwise the claim will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- D. If a time claim or grievance disallowed by the Superintendent is to be appealed to the highest officer designated by the Carrier to handle such time claims or grievances, such appeal must be made in writing within sixty (60) days of the date of the disallowance by the Superintendent; otherwise the claim or grievance shall be deemed abandoned and barred but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar time claims or grievances.
- E. When an appealed time claim or grievance is disallowed by the highest officer designated by the Carrier to handle such claims or grievances such disallowance must be in writing within sixty (60) days of receipt of appeal, otherwise the claim will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- F. All time claims or grievances involved in a decision of the highest officer shall be barred unless within one year from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

- G. This Agreement recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

NOTE: The provisions of this Agreement shall not bar an individual from progressing his own case only. However, if at any stage of handling on the property, the individual desires assistance, such assistance must be rendered only by a duly accredited representative of the organization holding the contract, and further, any case an individual may handle in his own behalf must be handled under the agreements, rules, interpretations, etc., of the parties signatory to this agreement. Any settlements or decisions in connection with disputes or matters arising under the labor agreements between the parties hereto, made with individuals will not be binding upon the organization or the Carrier in any future negotiations, or be considered as an interpretation of agreements in effect.

- H. In connection with the initial filing and handling of time claims, it is agreed that claims may be filed for an available man or an available crew. This is generally understood to be the man or crew who was first out at midnight, that is, at 12:01 AM of the date following date of claim. In the event such claim(s) is filed, it shall be filed by the authorized representative on behalf of the employee(s).

Upon request by the authorized representative UTU(y), such authorized representative UTU(y) and the proper designated Carrier Representative shall meet in conference for the purpose of ascertaining the name(s) of an available man or an available crew for date(s) as identified by the authorized representative UTU(y). This conference shall take place within fifteen (15) consecutive days subsequent to the date of such request. Once the names of such available man or available crew are determined in conference for date(s) as identified by the authorized representative UTU(y), the name(s) of the available man or available crew shall be considered as the proper claimant(s).

It is also understood that claims of this type must carry some identification that the claim is filed for an "available man" or "available crew".

It is also understood that should a claim or claims be filed under the provisions as set forth hereinabove, the available man and/or available crew shall be utilized for the purposes of filing any and all claims for the entire calendar day, therefore; an available man and/or an available crew may appear on more than one claim and in the event that the claim(s) have merit, he/she shall be paid multiple times as evidenced by the actual claims.