

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYEES, LOCAL 849

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employees, Local 849, on the property of the Chicago, Rock Island and Pacific Railroad Company, for and on behalf of Allen Glenn, that he be compensated for net wage loss with vacation and seniority rights unimpaired account of Carrier dismissing Claimant from service without a hearing in violation of the existing agreement.

EMPLOYEES' STATEMENT OF FACTS: This dispute arises out of a form letter addressed to Claimant under date of December 7, 1962, in which Carrier informs Claimant that he had absented himself from work without permission, and in which he was notified to either return to work on or before December 17, 1962, or appear at an investigation on December 17, 1962, at Minneapolis, Minnesota (Employees' Exhibit A). Carrier knew at the time that Claimant had been injured in an accident while on the job and that Claimant resided in Kansas City, Missouri.

On December 10, 1962, Employees responded to the December 17, 1962 letter, reminding Carrier that Claimant was off from duty because of injuries (Employees' Exhibit B). Carrier, nevertheless, on January 2, 1963, advised Claimant that his employment and seniority rights had been terminated because of his failure to respond to the December 7, 1962 notice (Employees' Exhibit C).

Just prior to April 5, 1963, having sufficiently recovered from his injuries, Claimant attempted to exercise seniority under the agreement between the parties, and was refused. As a consequence, on this date, Employees filed a time claim on behalf of Claimant, requesting that Claimant be made whole from the date he reported for duty (Employees' Exhibit D). Carrier, in letter dated April 12, 1963, denied the claim on the basis that it was not filed within the time limit provided under Rule 11½ of the agreement (Employees' Exhibit E). Employees appealed this decision to Carrier's Vice President-Personnel, the highest officer on the property designated to consider appeals, on April 18, 1963; this official, in letter dated June 4, 1963, denied the claim on the same basis (Employees' Exhibits F and G).

OPINION OF BOARD: On January 2, 1963, Claimant was notified in writing that his employment and seniority rights with Carrier were terminated as of December 18, 1962. Some three months later, on April 5, 1963, the present claim was filed.

It is Carrier's position that the claim must be dismissed, since Rule 11½ (a) of the applicable Agreement prescribes that all claims must be presented in writing within 60 days from the date of the occurrence on which the claim is based. Petitioner's sole argument with respect to Rule 11½ (a) is that the 60 day period did not begin to run until early in April, 1963, when Claimant first was ready and physically able to return to work and sought to assert his seniority.

We do not agree with Petitioner's theory, and are satisfied from our study of the record that the occurrence on which the present claim must be based is the notification of January 2, 1963, that Claimant's employment and seniority rights were terminated.

To have any practical meaning, time-limitation requirements that have been agreed upon in collective bargaining negotiations must be strictly enforced. Since no valid justification appears for Claimant's failure to file a claim within the prescribed 60 day period, and inasmuch as it is not our province to consider the equities of the situation, there is no alternative but to dismiss the claim. See Awards 12984 and 12045. Under the circumstances, we do not consider it necessary to discuss the merits of the case.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim is barred by the terms of the Time Limit Rule.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1965.