

Award No. 602

Docket No. 625

2-N&W-MA-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 16, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

NORFOLK & WESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That the machinist seniority of D. E. Grayson at Shaffers Crossing is February 1, 1932.

EMPLOYEES' STATEMENT OF FACTS: D. E. Grayson completed his apprenticeship at Shaffers Crossing roundhouse, Roanoke, Va., October 5, 1921, and worked as a machinist five hours. He worked as engine supply man, laborer and helper machinist alternately until April, 1922; he began working extra as machinist and worked thirteen days in April; thirteen days in May. In June, 1922, he worked from the 2nd until the 26th as machinist at Shaffers Crossing and was transferred to Shenandoah, this date as assistant roundhouse foreman and was transferred back to Shaffers Crossing as assistant roundhouse foreman, May 12, 1931, and cut back to gang leader, February 1, 1932.

POSITION OF EMPLOYEES: Following is the service record of D. E. Grayson:

Employed as Laborer, West Roanoke.....	5/ 1/16
Made Machinist Apprentice.....	3/22/18
Transferred to Shaffers Crossing.....	12/ 9/19
Completed Apprenticeship	10/ 5/21
Machinist—5 hours	10/ 5/21
Engine Supply Man.....	10/ 6/21
Engine Supply Man, November and December.....	1921
Engine Supply Man, Helper Machinist.....	1—1922
Engine Supply Man and Helper Machinist.....	2—1922
Helper Machinist	3—1922
Engine Supply Man—7 days.....	4—1922
Machinist—13 days	4—1922
Engine Supply Man, T, T Man, Box Packer—13 days.....	5—1922
Machinist—13 days	5—1922
Engine Supply Man—1 day.....	6—1922
Machinist 6/2/22 to 6/26/22.....	
Transferred to Shenandoah as Asst. Roundhouse Foreman.....	6/26/22
Transferred to West Roanoke as Asst. Roundhouse Foreman...	7/ 1/28
Transferred to Shaffers Crossing as Asst. R. H. Foreman.....	5/12/31
Changed to Gang Leader—Shaffers Crossing.....	2/ 1/32

The agreement in effect at the time Mr. Grayson was transferred to Shenandoah was between the United States Railroad Administration and the

Rule 35, any claim they might have regarding their seniority; that after sixty days from date of the roster the seniority rosters were not to be open to further question, except for the correction of errors in printing; that claims for correction would be adjusted in conference with the local committees. The agreement entitled "Memorandum Agreement No. 5," dated December 18, 1939, the provisions of which are mentioned in the second paragraph of Exhibit A, is submitted herewith as Exhibit B for the information of the Division.

Pursuant to the agreement (Exhibit A), a notice was posted on the bulletin boards at all shops (a copy of this notice is submitted as Exhibit C).

During the sixty days mentioned above, the seniority of Mr. D. E. Grayson was questioned by the local committee. (Mr. Grayson's seniority as a machinist has been carried as June 2, 1922 for over eighteen years). A conference with regard thereto was held on April 4, 1940, and the local committee, the general foreman and master mechanic were unable to reach an agreement. A copy of the record of this conference is submitted as Exhibit D.

The case was then referred to the general chairman of the machinist's organization in accordance with the provisions of Rule 35 of the agreement, effective July 15, 1938, who handled it with the superintendent motive power. In conference with General Chairman S. R. Wheeler on April 19, 1940, an agreement was reached establishing the seniority of D. E. Grayson as of June 2, 1922. A copy of that agreement is submitted as Exhibit E.

POSITION OF THE CARRIER: The matter of the seniority status of Mr. Grayson has been handled strictly in accordance with the memorandum agreement (Exhibit A) and in accordance with Rule 35 of the agreement effective July 15, 1938. An agreement settling the dispute was reached with the general chairman of the machinist's organization on this property on April 19, 1940.

The consistent and just enforcement of labor agreements necessarily depends upon sustaining the actions of the duly authorized representative of the labor organization. If this agreement of April 19, 1940 is to be binding only at the whim or caprice of the general chairman, labor relations on this property will have been cast upon an uncharted sea of uncertainty. See Award 5292—First Division. In Award 186, Referee Devaney, speaking for the Second Division, said:

"The security of labor organizations rests on the principle of sustaining the decisions and actions of the duly authorized representatives of labor groups. Were we to begin reversing such decisions and making exceptions to this principle, we would be establishing precedents that would be detrimental to and that would eventually destroy the very structure of collective bargaining."

The claim in this case is a frontal attack upon the declared purposes of the Railway Labor Act, as amended. The carrier requests that the claim be denied.

FINDINGS: The Second 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 employe 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.

The parties to said dispute were given due notice of hearing thereon.

There are many contradictory statements made in this case. To get certain evidence would require going back as much as twenty-five (25) years.

It seems certain, however, that D. E. Grayson, after completing his apprenticeship, did establish machinists' seniority prior to being appointed assistant roundhouse foreman at Shenandoah in 1922.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 28th day of March, 1941.