

Parties to Dispute: { Brotherhood of Railway Carmen of the United States and Canada

{ Southern Pacific Transportation Company

"...employees reporting late to work because of being delayed by train movements and/or blocked passageways, would not be reprimanded nor suffer loss in compensation."

Award No. 8450
Docket No. 8371
2-SPT-CM-'80

Organization further contends that nothing in parties' agreement permits such a deduction from an employee's pay, and also that no concrete proof has been offered by Carrier, during the course of the handling of this case, to substantiate Carrier's claim that the September 25, 1967 Letter of Understanding was abrogated.

Carrier argues that said Letter of Understanding, which was made between Carrier's former Superintendent of shops and Organization's local chairman, is not binding since only those agreements which are made between Organization's General Chairman and Carrier's Manager of Labor Relations, in accordance with Rule 140, as well as the provisions of Railway Labor Act, Section 2, Sixth, are binding upon the parties. Also, Carrier argues that said Letter of Understanding was subsequently abrogated several years after its adoption when Carrier's present Plant Manager and the Organization's local committee agreed that:

"...if a refrigerator and food warmer were provided employees and a catering service was allowed to enter company property during lunch period, employees who leave the property on their lunch period would be docked if they did not return to their assignment at 12 Noon."

Upon a careful evaluation of the complete record in this instant case, it is clear to this Board that, though, perhaps, an argument of significance, Carrier's argument that the execution of the parties' Letter of Understanding exceeded the Superintendent of Shops' and local chairman's authority was not included as a part of Carrier's argument which was presented on the property, and, therefore, cannot be considered by the Board at this point.

With similar dispatch, Carrier's argument concerning the abrogation of the September 25, 1967 Letter of Understanding cannot be upheld since evidence of such abrogation is completely absent from the record. In this context, it is indeed incredulous for this Board to believe that Carrier, having initially executed said Letter with such exactness and formality, would, thereafter, attempt to withdraw from the confines of this obligation in as simplistic a manner as Carrier now describes.

A W A R D

Claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 1st day of October, 1980.