

Award No. 3815
Docket No. 3931-I
2-SAL-I-'61

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

J. H. ROYAL (Carman)

SEABOARD AIR LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

Said claim pertains to violation of agreement between the Seaboard Air Line Railroad Co. and System Federation #39 Railway Employees' Department A.F.ofL. Mechanical Section #1. Effective March 10, 1923. Specifically General Rule #28.

On June 6, 1959 all mechanical forces were abolished at Cayce, South Carolina Yard and Columbia, South Carolina Passenger Station. The mechanical work for above locations was handled by carmen of Cayce Yard.

Until October 17, 1959 mechanical work at both points was done by forces other than mechanical forces. On above date one carman was reassigned to Cayce, South Carolina Yard and on October 19, 1959 a second carman was reassigned. These men handled only the mechanical work at Cayce Yard.

There has been no mechanical forces assigned to the Columbia Passenger Station from June 6, 1959 until present date. The mechanical work at this location is being performed by Switchman and Trainman.

On June 6, 1959 a blanket claim was filed by Mr. C. R. Martin, General Chairman, Brotherhood Railway Carmen of America, on behalf of all carmen at Cayce, South Carolina Yard. At a later date unknown to me an agreement was reached between Mr. Martin and the Seaboard Air Line Railroad Co. Mr. Martin did not, in any way, notify me of this agreement. Therefore, it is my contention that the rejections from all offices based on Article Five of August 21, 1954 agreement are invalid.

Article Five, Section Three of August 21, 1954 agreement clearly states my reason for believing my time claim is justified.

EMPLOYEE'S STATEMENT OF FACTS: I am a member of Brotherhood Railway Carmen of America, Local 142, Hamlet, North Carolina. This is my submission of grievance which your office was notified of by letter, under date April 17, 1961. This is a formal claim for time covering a forty hour work week, according to my assigned work days while working at Cayce, South Carolina Yard and Columbia Passenger Station from June 6, 1959, until such time that sufficient carmen are reinstated at Columbia, South Carolina Passenger Station to perform mechanical duties.

On June 6, 1959, the Seaboard Air Line Railway Company abolished all mechanical forces at the Cayce, South Carolina Yard and Columbia, South Carolina Passenger Station. The mechanical work for the above locations was handled by carmen of Cayce Yard. At this time Mr. R. D. Strong, local chairman, informed me that he had instructed Mr. C. R. Martin, general chairman, to file a blanket claim on behalf of all carmen affected by this company action. Mr. Strong, by conversation, on November 15, 1960, informed me that Mr. Martin had made a settlement with the Seaboard Company. Said agreement was that if sufficient amount of carmen were reinstated at Cayce Yard, he (Mr. Martin) would drop initial claim. I was not notified in any form of the above agreement made by Mr. Martin and the Seaboard Company. After learning about this action from Mr. Strong, I then filed notice of time claim upon the Seaboard Air Line Railway Company November 22, 1960.

On October 17, 1959, one carmen, R. D. Strong, was reinstated at Cayce Yard. On October 19, 1959, a second carman, J. W. Spigner, was reinstated at Cayce Yard. Mr. Strong told me that they had been instructed not to go to Columbia Passenger Station to perform mechanical duties on any trains whatsoever. Therefore, from June 6, 1959, until October 17, 1959, no carmen were available for mechanical work at these two points. From June 6, 1959, until the present time, no mechanical forces are available for mechanical work at Columbia Passenger Station.

POSITION OF EMPLOYEES: The mechanical work at Columbia Passenger Station is being done by switchmen and trainmen. Road trainmen are separating the trains, thus requiring the uncoupling and coupling of steam, signal and air-brake hose. To complete operation they must verify that steam is in proper working order through train and train air signal and air power brakes are functioning properly on entire train. Train #10 must be separated daily to load and unload mail and express and allow engine to pull up to water plug because train does not clear crossing of a main thoroughfare and the City of Columbia will not allow this street to be blocked during daylight hours. When the above operation takes place this may call for repairs having to be made, such as gaskets and lugs breaking from steam connections. In due season, trainmen are also plugging in air conditioning standby while passenger trains are standing in station loading and unloading mail and express. Conductors, flagmen or baggage masters are making brake tests before departing Columbia Passenger Station. Train #9 under certain switching conditions, requires same mechanical operations as described for train #10.

On February 16, 1961, it was necessary to remove brake beam from under Postal car on train #8 at Columbia Passenger Station, making it compulsory to cut out brake on this car. Prior to this, at a date unrecorded by me, a beam had to be removed from under train and brakes cut out on this car on train #10. January 17, 1961, brakes had to be made inoperative on Seaboard baggage car 312 because of brakes sticking. This was done by the porter upon instructions of conductor of that particular train. I did not record

"Yours March 21st appealing your claim as filed November 22, 1960 alleging violation of agreement in performance of work at Cayce.

Aside from the fact that the handling and settlement by the duly authorized representative of the Carmen must be recognized as valid, your claim was not properly filed as required by Article V of the August 21, 1954 Agreement. Therefore, your appeal to me cannot be recognized and is accordingly declined."

No further handling was given on the property.

POSITION OF CARRIER: It is definitely the carrier's position that the claim is not properly before the Board and should be dismissed for lack of jurisdiction. It has been consistently and authoritatively established that in order for the Adjustment Board to take jurisdiction of a dispute the same must have been handled in accordance with the provisions of the working agreement and the Railway Labor Act. The instant claim was not so handled.

As clearly shown by the record, claimant filed claim on November 22, 1960 based on occurrence of June 6, 1959 and asking for payment retroactively thereto. Section 1(a), Article V, of August 21, 1954 agreement clearly provides that, "All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based."

Also, even if it had been timely filed, there could be no merit to the claim because, as so clearly brought out by claimant, he is trying to have the Board accept and adjudicate a claim that had already been handled to a conclusion by his duly authorized representative, Mr. C. R. Martin, general chairman, Brotherhood of Railway Carmen, and such settlement was effected more than a year before claimant filed the instant claim. Settlements by duly authorized representatives are final and binding. As held in Fourth Division Award 1023, "The binding settlement of disputes by duly authorized representatives of the parties is a fundamental keystone of any labor agreement," and, "No procedure or principle exists under the Agreement between the parties or under the Railway Labor Act for a review or reversal of such settlements." In First Division Award 5292, it was held that:

"Any consistent and just enforcement of labor agreements is necessarily dependent upon sustaining the actions of the duly authorized representatives of labor organizations. If their agreements be enforceable only at the whim or caprice of the employees they represent, the situation would resolve itself into one of chaos and uncertainty."

So there could be no basis upon which it could be held the claim of Mr. Royal merits any consideration.

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.

The parties to said dispute waived right of appearance at hearing thereon.

+ The submissions in this case disclose that the subject matter of this dispute was handled in accordance with the provisions of Sec. 2 Second of the Railway Labor Act and was settled by the duly authorized representatives of the employes and the carrier. The only question is whether or not the statutory representative of the employes had the authority to act in such a matter. Obviously he did have that right, and we can find no basis for upsetting or overruling an agreement made between a duly authorized representative of the employes and the carrier.

AWARD

Petition dismissed in accordance with above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 15th day of September 1961.