

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21633  
Docket Number SG-21576

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(The Denver and Rio Grande Western Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Denver and Rio Grande Western Railroad Company:

(a) The Denver and Rio Grande Western Railroad Company violated their Agreement with the Brotherhood of Railroad Signalmen, particularly Rules 9, 11, 39, 61 and 69, by not assigning Signalmen to work on the signal gangs working on its property.

(b) The Denver and Rio Grande Western Railroad Company should now pay the two (2) Assistant Signalmen with the most seniority on each signal gang the difference between the compensation he received and the compensation he would have received had he been receiving the rate of Signalman. This claim is to commence for a period of 60 days prior to filing [initial claim dated April 2, 1974] and to continue for the period of the violation. In event of change of personnel, the claim is for the successors of the present elder employees (Assistant Signalmen).

[General Chairman file: Gangs 4-2-74. Carrier file: SG-1-75]

OPINION OF BOARD: Carrier asserts, at Page 11 of its Submission, that a compromise settlement of this dispute was reached on the property, and that the Organization could not - almost one month later - unilaterally declare ". . .the offer is now withdrawn."

Our review of this record shows that after a considerable amount of handling of the case on the property, the parties reached agreement, in conference, on or about September 18, 1975. It was agreed that Carrier would place one (1) signalman on each of the gangs on the system. Carrier had complied with the settlement agreement concerning two (2) of the three (3) gangs, but prior to compliance on the third gang, the Carrier abolished same asserting that insufficient work existed for that gang.

Unquestionably, Carrier's action of abolishing the third gang could be questioned by submission of a claim pursuant to the procedures of the Railway Labor Act. But, that is not tantamount to stating that

Carrier's action was a proper basis for the Organization to declare that the settlement reached previously was thus invalidated. See, for example, Award 21011:

"... it is well understood that oral settlement agreements, premised upon the informed good faith and integrity of the respective representatives, are commonplace in the handling of grievances. Even more basic is the accepted principle of labor relations that settlements in grievance handling by duly authorized representatives are final and binding on both parties and, absent express contractual requirement, are not subject to ratification or rejection by others away from the table. To hold otherwise would be to undermine the integrity and validity of the lower level grievance procedures on the property which are designed to facilitate and encourage prompt, equitable and binding resolution of claims short of arbitration."

This dispute was settled by the parties in conference, and they agreed upon the appropriate application of the agreement in such areas as presented here. Inasmuch as the dispute was settled, we find no basis for imposition of monetary damages.

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 parties reached agreement upon the appropriate disposition of the dispute prior to its submission here.

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Claim disposed of as noted in Opinion of Board, and Findings,  
above.

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By Order of Third Division

ATTEST: A. W. Paulos  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1977.