

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22304
Docket Number MS-22217

Don Hamilton, Referee

PARTIES TO DISPUTE: (B. R. Johnson
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(The Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM: "Whether Mr. B. R. Johnson has been denied his rights under the collective bargaining agreement to exercise his seniority to displace a junior employee when the hours and rest days of his position were changed; and if so, the amount of damages to which he is entitled because of this breach of contract."

OPINION OF BOARD: B. C. Massie, Director of Labor Relations for the Carrier, and R. F. Malcolm, General Chairman for the Organization, entered into an agreement January 2, 1976, which provided in part:

"This refers to previous conferences relative to changing the assigned starting time of positions located in the Wire Chief's Office, Transportation Department Roster, Huntington District, at Huntington, West Virginia."

* * *

"The above changes in starting time and rest days is being made in accordance with the provisions of Rule 13, Section (d), with the understanding that Rule 13, Section (a), will not apply."

The Claimant attempted to exercise seniority under Rule 13 (a). The record indicates that a large amount of correspondence has been exchanged throughout the handling of this dispute and the respective positions of the parties are continually set forth in these proceedings. Perhaps the contention of the Claimant is most succinctly set out in his letter of April 12, 1976, to Director of Labor Relations Massie, wherein it is stated:

"As I understand your conference with Mr. R. F. Malcolm, General Chairman, was in relation to changing the starting time of the Wire Chiefs in SR Office. According to our agreement this is

"permissible as long as the entire office force's starting time is changed and noone (sic) can exercise seniority. This is plainly covered by rule 13, sec. (d). But when rest days are changed, this is a different matter entirely. Rule 13, sec. (d) will not apply but Rule 13, sec. (a) applies. I have been notified by the Company that I can not exercise seniority as specified by Rule 13, sec (e), but I am not trying to kick under that Rule but under Rule 13, sec. (a) which states that any change in rest days will give that person affected the right to exercise seniority. * * *"

This case has been in progress for a long time and much correspondence has been exchanged. However, the basic contention of the Claimant is his argument that the General Chairman and the Director of Labor Relations did not have the right to abrogate the provisions of Rule 13, Section (a), in the agreement of January 2, 1976.

We assume that it is not possible for all agreements to reflect the individual thinking of each member of the Organization or of each managerial employe of the Carrier. The Carrier establishes lines of authority for its management personnel and although one may disagree with his superior, he acknowledges the authority of his superior in the decision-making process. Within the structure of the Union, the membership elects officers to represent all of the members in negotiating and servicing the contracts. The end result may not be to the personal satisfaction of each individual, but so long as the action of the officers reflects the thinking of the majority of the membership, the officers are likely to retain their authority to represent the group.

The Claimant does not agree with the provisions of the January 2, 1976, agreement, but the General Chairman had the authority to enter into such agreement and this Board is bound to enforce the same. As we read the agreement, the parties have determined that an employe is prevented from acquiring displacement rights under the particular situation set forth in the January 2, 1976, letter. Therefore, the claim is denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of February 1979.