

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Thomas B. Ellis
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(Southern Railway Company

STATEMENT OF CLAIM:

That under the terms of the Current Agreement, dated March 1, 1975, the Southern Railway improperly assigned me as a Junior Student Carman instead of a Student Carman, as I was hired prior to December 1, 1987 when the Junior Student Carman Agreement went into effect. I was hired as a Freight Car Repairman on April 1, 1979. However, due to no Carman School available, I was never given a chance to go to school. Other carmen who were hired at the same time went to school and have completed their required days and are Carmen today.

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 employes 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.

Parties to said dispute were given due notice of hearing thereon.

Petitioner alleges that Carrier improperly assigned him as a Junior Student Carman rather than a Student Carman. A Claim advancing this contention was initiated on his behalf by his Organization. After appeal to and conference with Carrier's highest designated officer authorized to handle such matters under the Railway Labor Act the Claim was settled. Petitioner, being dissatisfied with the settlement, seeks to reopen the matter with appeal to this Board. Carrier asks that the Board dismiss or deny Petitioner's appeal on three basis; i) the matter was settled on the property, ii) Carrier's actions with regard to Petitioner were in accord with Sections 2 and 4 of the April 6, 1988 Memorandum of Agreement and iii) Petitioner has not met his burden of proving that the Agreement was violated.

The record supports the conclusion that all three points advanced by Carrier are sound. This Board has long been committed to the proposition that a fundamental principle of labor relations requires that settlements of claims by authorized Representatives of the parties are final and binding and ought not be upset or overruled because there may exist dissatisfaction with the settlement. Exceptions to this principle would be detrimental to the very structure of collective bargaining and grievances handling under the Railway Labor Act. See Second Division Awards 186, 3816, and Third Division Awards 20132, 20180, 21011, and 28400.

Notwithstanding that Petitioner's Claim will be dismissed because it was settled on the property, were we able to get to the merits we would be forced to conclude that a misapplication of the complained of provisions of the Agreement has not been established.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Decker - Executive Secretary

Dated at Chicago, Illinois, this 18th day of December 1991.