

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SOUTHEASTERN PENNSYLVANIA	:	CIVIL ACTION
TRANSPORTATION AUTHORITY,	:	
Plaintiff,	:	
	:	
v.	:	
	:	
BROTHERHOOD OF LOCOMOTIVE	:	
ENGINEERS,	:	
Defendant.	:	NO. 98-CV-4385

MEMORANDUM AND ORDER

J. M. KELLY, J.

FEBRUARY 24, 1999

Presently before the Court are cross-motions for summary judgment by Plaintiff, Southeastern Pennsylvania Transportation Authority (“SEPTA”) and Defendant, Brotherhood of Locomotive Engineers (“BLE”). For the reasons that follow, the Court concludes it must defer to the arbitrator’s ruling that underlies both motions. Accordingly, Plaintiff’s motion is denied, and Defendant’s motion is granted.

The material facts, which the parties have stipulated are uncontroverted, and procedural history of this case are as follows. In 1995, Francis Cafolla, a locomotive engineer for SEPTA, was awarded run 269, which the run guide listed as paying 13.3 hours per weekday and 9.8 hours on Sundays.¹ Mr. Cafolla began working this six day run on April 2, 1995, but on July 9, 1995,

¹This run is known as a Swing Run, which is a shift with a morning and evening assignment. A break period lies between these assignments, and the entire time an engineer is at work (from report time to off time) is called a “spread.” Engineers are paid for eight hours of work, at their hourly wage, for the first ten hours of their spread. Thereafter, the engineers receive one and one-half times their hourly wage for each hour they remain at work. Accordingly, an engineer’s pay for each weekday under run 269 can be broken down as follows: he will be present at work for thirteen hours, forty-two minutes, will receive eight hours pay for the first ten hours, and will receive 5.3 hours pay for three hours, forty-two minutes’ work (at

he filed a grievance with SEPTA in which he claimed SEPTA failed to properly calculate his pay for his sixth day of work. Specifically, Mr. Cafolla believed he was entitled to receive one more hour of pay for his Sunday work than SEPTA paid him. See Pl.’s Mem. Supp. Summ. J. at 11. Because Mr. Cafolla’s position was not vindicated through the grievance process, BLE, Mr. Cafolla’s union, filed a grievance with the National Railroad Adjustment Board (“NRAB”). A NRAB arbitrator ruled in favor of BLE, and SEPTA filed suit in this Court to challenge that ruling. The essential question presented in this case is whether the arbitrator exceeded his authority to such a degree as to allow this Court to review his findings.

SEPTA believes the arbitrator exceeded his authority in two ways. First, SEPTA argues the arbitrator did not have jurisdiction to hear the grievance because BLE did not give SEPTA the ninety days notice it claims is statutorily required. Second, SEPTA contends that this Court may review the arbitrator’s ruling because that ruling is incompatible with the terms of SEPTA’s agreement with BLE. This error, SEPTA claims, is exceptional enough for the Court to push aside the standard deference federal courts ordinarily pay to arbitrator’s rulings and review the merits of SEPTA’s claim.

The Court disagrees with SEPTA’s claim that BLE was required to give ninety days notice of its intent to file a grievance. The ninety day requirement on which SEPTA relies, 45 U.S.C. § 153, Second (1994), pertains only to systems, groups, and regional boards of adjustment. The NRAB is not included among these entities by the plain language of § 153, Second. Perhaps more importantly, the arbitrator ruled the NRAB had jurisdiction over the

time and one-half), resulting in compensation for 13.3 hours. See Pl.’s Mem. Supp. Summ. J. at 9.

matter. This decision concerned an issue of “procedural arbitrability,” the resolution of which lies entirely within the province of the arbitrator. John Wiley & Sons, Inc. v. Livingston, 376 U.S. 543, 557 (1964); Bell Atlantic-Pennsylvania, Inc. v. Communications Workers of Am., 164 F.3d 197, 201-202 (3d Cir. 1999). Accordingly, the Court rejects SEPTA’s first argument.

The Court also concludes SEPTA’s second argument is unpersuasive and therefore will decline to vacate the arbitrator’s award. As both parties generally recognize, the scope of judicial review of arbitrator’s awards is exceptionally narrow: courts may vacate awards only when it finds fraud, partiality, or some other misconduct on the part of the arbitrator; the award violated the law, usually the National Labor Relations Act; or that the award is too vague to be enforced or somehow violated public policy. Arco-Polymers, Inc. v. Local 8-74, 671 F.2d 752, 754 n.1 (3d Cir.), cert. denied, 459 U.S. 828 (1982). SEPTA claims the arbitrator’s award violated the law because, they argue, it is at odds with the collective bargaining agreement. SEPTA, however, fails to appreciate how gross an arbitrator’s mistake must be to constitute the violation of law contemplated by this standard. An arbitrator’s ruling must bear only a minimally rational relation to the collective bargaining agreement to be upheld by a court. Id. at 754 (relying on Robert Gorman, Labor Law 586 (1976)). Mere misinterpretation of the agreement is not enough to vacate an award,² id. at 755, but this essentially is the error SEPTA alleges. SEPTA, therefore, is not entitled to judgment as a matter of law, see Fed. R. Civ. P. 56(c), and its motion for summary judgment accordingly is denied. Conversely, because there is no ground to vacate the award, it will be enforced, and BLE’s motion for summary judgment is granted.

²Neither is fact finding that, more than improvident, borders on “silly.” United Paperworkers Int’l Union v. Misco, Inc., 484 U.S. 29, 39 (1987).

An Order follows.

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v.	:	
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BROTHERHOOD OF LOCOMOTIVE	:	
ENGINEERS,	:	
Defendant.	:	NO. 98-CV-4385

ORDER

AND Now, this 24th day of February, 1999, upon consideration of Plaintiff Southeastern Pennsylvania Transportation Authority's Motion for Summary Judgment (Document No. 10), Defendant Brotherhood of Locomotive Engineers's Motion for Summary Judgment (Document No. 9), and the responses thereto, it is hereby **ORDERED**:

1. Plaintiff's motion is **DENIED**;
2. Defendant's motion is **GRANTED**;
3. Judgment is entered in favor of Defendant Brotherhood of Locomotive Engineers and against Plaintiff Southeastern Pennsylvania Transportation Authority; and
4. The Clerk of Court is ordered to mark this matter closed.

BY THE COURT:

JAMES MCGIRR KELLY, J.