

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**Third Division**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES  
GULF COAST LINES**

**STATEMENT OF CLAIM.—**

"Request of employees that Mrs. Ethel Largent's name be removed from the seniority roster because of her failure to comply with force reduction Rule 19 of the current agreement, and that employees who have been, or may be, affected by her name having been restored to the seniority roster be compensated for all loss sustained."

**STATEMENT OF FACTS.**—Mrs. Ethel Largent entered the service of the Gulf Coast Lines in the Mechanical-Stores Department at Kingsville, Texas, April 2, 1928, and continued in that department until February 28, 1935, when her name was removed from the seniority roster by order of the General Storekeeper on the request of the General Chairman of the Brotherhood of Railway Clerks.

On November 20, 1934, there was a reduction in force in the Mechanical Department at Kingsville, Texas, which relieved Mrs. Ethel Largent of the position she was filling, and not having sufficient seniority to hold a position in that department, she verbally notified the Chief Clerk that her address would be the same as that previously furnished him and which then appeared on her personal record file. On February 4, 1935, the General Chairman of the Brotherhood of Railway Clerks called on the Division Storekeeper at Kingsville and discussed with him the seniority of Mrs. Largent, and on February 6 requested that her name be eliminated from the seniority roster, claiming that she had not complied with Rule 19 of the agreement. This question was referred to the General Storekeeper, who, on February 25, ordered the Division Storekeeper to remove Mrs. Largent's name from the seniority roster. On March 8 Mrs. Largent referred her case to the Assistant General Manager. On December 11, 1935, she appealed her case directly to the General Manager, who ordered her name restored to the seniority roster and so advised Mrs. Largent under date of December 19.

An agreement between the parties bearing effective date of December 1, 1926, is in evidence, from which Rule 19 thereof is cited.

**"REDUCING FORCE.—RULE 19.** When reducing forces seniority rights shall govern. Employees promoted from positions as other office and station employees, or as laborers to positions as clerks, will have the privilege of exercising their seniority in the class from which promoted. In general reduction of forces in a seniority district, Division Chairman will be furnished with a list of the employees to be laid off. Employees displaced account position abolished or reduction of force must exercise their seniority right in displacing junior employees within ten (10) days.

"When forces are increased, employees shall be returned to service in the order of their seniority rights. Employees desiring to avail themselves of this rule must file their addresses with the proper official at the time of reduction, advise promptly of any change in address, and renew address each ninety (90) days. Employees failing to renew their address each ninety (90) days or to return to service within seven (7) days after being notified (by mail or telegram sent to the address last given), or give satisfactory reason for not doing so, will be considered out of the service.

"As much advance notice as possible will be given employees affected in reduction of force or in abolishing positions. Division Chairman will be given copy of such notice."

**POSITION OF EMPLOYEES.**—It has always been the understanding that furloughed employees must, and it has been the practice for them to, file their addresses in writing. The carrier has so understood the requirements of Rule 19, for they have been parties to the removal of a large number of names from the various rosters because addresses were not filed in writing.

We contend that the position we take is strictly in accord with Rule 19; that Mrs. Largent did not file her address, and that our position was sustained by the General Storekeeper. We further contend that Mrs. Largent forfeited her seniority rights by not complying with the provisions of the rule, and that her name should be removed from the seniority roster and employees who have been affected by her name having been restored thereto be compensated for all loss sustained.

**POSITION OF CARRIER.**—The object of Rule 19 in requiring employees to file their addresses is that the proper officer may be in position to locate such employees in line with their seniority when their services are further needed. When Mrs. Largent verbally stated to the Chief Clerk what her address would be, she gave him information that would enable him to comply with the requirements of Rule 7. This is evidenced by the fact that when her services were needed in February 1935 he notified her at the address given, and she responded and began work in his office again February 18, 1935, which was prior to the ninety (90) days required under Rule 19 to renew addresses. That the question as to the method used by an employee in filing his address under Rule 19 was not in controversy prior to the origin of this claim, and it is the contention of the carrier that Mrs. Largent did meet the requirements of Rule 19 when she was taken off through a force reduction in November 1934, and that her name should not now be removed from the seniority roster as requested by the organization.

**OPINION OF THE BOARD.**—When the position of stenographer held by Mrs. Ethel Largent was abolished November 20, 1934, she notified the Chief Clerk to Division Storekeeper, verbally, that her address would be the same as that previously furnished him and which permanent address was shown on her personal record file. That method of complying with the provisions of Rule 19 was the usual and accepted practice in this office at the time. This erroneous practice has now been corrected by a proper interpretation of the rule. Based on all the facts and circumstances in this case, the Board feels that an injustice would be done Mrs. Largent if the request of the petitioner should be sustained.

**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 under the circumstances disclosed by the record in this case, it is the judgment of this Division that the request should be denied.

#### AWARD

Request denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: H. A. JOHNSON  
*Secretary*

Dated at Chicago, Illinois, this 9th day of March, 1937.