

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Bruce Blake, Referee

**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**  
**ATLANTIC COAST LINE RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Atlantic Coast Line Railroad, that:

- (a) J. O. Adams did not acquire the right under the terms of the telegraphers' agreement to be transferred from the telegraphers' seniority roster on the Montgomery District to the telegraphers' seniority roster on the Jacksonville District with seniority dating from December 31, 1921, upon being promoted to an official position on December 31, 1926; that
- (b) such transfer unilaterally made by the Carrier July 1, 1940, was improper and in violation of Article 11-(c) of the telegraphers' agreement; and that
- (c) the name of J. O. Adams shall be restored to the telegraphers' seniority roster on the Montgomery District with seniority as of January 24, 1916, the date he entered the service on the Montgomery District, and removed from the roster of the Jacksonville District.

**EMPLOYES' STATEMENT OF FACTS:** J. O. Adams entered the service of the Carrier on the Montgomery District under the telegraphers' agreement on January 24, 1916, and continuously worked on the Montgomery District until December 31, 1926, when he accepted promotion to General Agent at Sanford, Florida, an official position not under the telegraphers' agreement.

The governing rule of the telegraphers' agreement with respect to promotion to official positions, in effect on December 31, 1926, provided as follows:

"Article 15-(a). Employees promoted to official positions will not lose their seniority, but while serving in such official positions they will not be considered employees under these rules; their seniority, however, will continue to accumulate.

"(b). After vacating such official positions to return to service covered by this agreement, seniority can be exercised only by bidding on vacancies or going on the extra list, except that an employee covered by this agreement may accept temporary dispatching for a period not to exceed six (6) months without impairing his seniority, and will retain rights to the position he vacates."

with Superintendent Rollins which was the beginning of the instant complaint. Inasmuch as agreement was reached between the authorized representatives of the Carrier and its employees and the case disposed of, the Carrier contends that it should not be re-opened at this late date, simply because the present representative of the employees does not concur in an agreement made by his predecessor in office. The Carrier respectfully requests the Board to dismiss this claim for the reason that it is without merit.

**OPINION OF BOARD:** January 24, 1916, Claimant entered the service of the carrier as Agent-Telegrapher with seniority rights in the Montgomery District. He continued in such capacity until December 31, 1926, acquiring seniority rights in that District under the Telegraphers' agreement with the carrier. On the latter date he was transferred to Sanford, Florida as General Agent. Since that time, or at least until this dispute arose, he has held various supervisory or official positions with the carrier. While holding such positions he was not subject to the Telegraphers' agreement but, by its express terms, his seniority rights in the Montgomery District continued to accumulate; and he was carried on the seniority roster of that district until July 1941.

In July 1940, however, his name was placed with the consent of the General Chairman of the Organization, upon the seniority roster in the Jacksonville District where it has since remained. This transfer purported to be as of December 31, 1926—the date he was transferred to Sanford as General Agent and when he ceased to be subject to the Telegraphers' agreement.

On the merits the dispute presents two questions: (1) Whether claimant's transfer from the Montgomery to the Jacksonville District was made in accordance with the provisions of the agreement and, (2) if not, whether consent to the transfer by the General Chairman is binding on the Organization.

It will serve no purpose to discuss the questions, however, since the carrier invokes Rule 12 (c) of the agreement which constitutes a bar to the claim. The rule provides:

**“SENIORITY-PROMOTION.**

“Seniority rosters will be prepared by the District Superintendent in January and July of each year. A copy of the roster will be sent to each office or tower and a copy furnished to the General Chairman. These rosters will be open to protest and correction, upon proper proof of error, for a period of ninety (90) days from date of roster.

“Note:—Changes will not be made in seniority lists except upon protest filed within the 90-day period provided for in the rule and it is understood that this 90-day period applies only to the 90-day period next succeeding the issue of roster on which any change has taken place which justifies the filing of protest against the seniority standing of any employees shown on the list—except that purely typographical errors which might occur in transcribing the seniority list from one roster to another will be corrected.”

As we have said, claimant's name first appeared on the seniority roster of the Jacksonville District in July 1940. No protest was made until March 30, 1942. Under the express provisions of the rule the claim is barred.

**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 employee involved in this dispute are respectively carrier and employee 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 claim is barred.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 24th day of March, 1944.