

NATIONAL RAILROAD ADJUSTMENT BOARD  
FOURTH DIVISION

Referee Robert W. McAllister

Award Number 4228  
Docket Number 4247

**PARTIES** Clinton K. Thompson  
**TO**  
**DISPUTE:** Atchison, Topeka & Santa Fe Railway Company

**STATEMENT OF CLAIM:** Petitioner should be allowed to displace a junior employee after being displaced from a advertised permanent (sic) position, (going without written correction) by a senior employee, and if wrongfully denied, petitioner is entitled to one hour of pay per work day as stated in rule 9, d, of the current agreement between the A.T. & S.F. Railway Company and Allied Services Division of B.R.A.C. representing the craft or class of Patrolmen.

**OPINION OF BOARD:** The Claimant, C. K. Thompson, has a seniority date of September 11, 1975, and works as a Special Agent. On November 8, 1982, Special Agent Hind accepted a Rule 10 transfer to Clovis, New Mexico, on a temporary basis. Thereafter, the bulletins advertising the resultant temporary vacancies failed to indicate they were temporary. The result being that as each Special Agent bid a bulletined position, each subsequent bulletin advertising a vacancy was posted as a permanent vacancy. On May 2, 1983, Special Agent Hind was displaced from the temporary vacancy. The Hind's situation was discussed by Carrier and Organization representatives who agreed to allow Special Agent Hind to return to his former position under the provisions of Rule 17. That Agreement also provided that all other Special Agents involved were to be advised of the error and would be returned to their former positions. Nevertheless despite conceding "...numerous errors were made..." the claim for displacement rights continued to be advanced.

The evidence before this Board clearly demonstrates the initial transfer of Special Agent Hind was temporary (Department Personnel Order 1-82-96). Claimant was made aware of this fact and informed of the agreement reached between his Organization and the Carrier to correct the mistakes made. The Claimant's disagreement with the provisions of that understanding fails to alter the fact that, in the handling of disputes, settlements made by duly authorized representatives are dispositive. Absent express provisions to the contrary, such understandings are not subject to review as herein raised. Accordingly, we will deny the claim.

**FINDINGS:**

The Fourth Division of the Adjustment Board, upon the whole record and all the evidence, finds 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.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The parties to said dispute waived right of appearance at hearing thereon.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Fourth Division

ATTEST:



Nancy J. Dever  
Executive Secretary

Dated at Chicago, Illinois, this 21st day of March 1985.