

Award No. 10981
Docket No. TE-9866

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

Preston J. Moore, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
GULF, MOBILE AND OHIO RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Mobile & Ohio Railroad that:

1. Carrier violated and continues to violate the agreement between the parties when it failed and refuses to place the agent positions at Bells, Tennessee; Columbia, Mississippi and Murphysboro, Illinois under the scope of the agreement upon becoming vacant, instead, substituting other positions bearing lower rates of pay.

2. Carrier be required to place these agent positions under the scope of the agreement carrying the rate of pay prevailing at Bells on August 1, 1955, at Columbia on March 1, 1957, at Murphysboro on May 1, 1957, plus subsequent increases; and, compensate J. B. Fewell, at Bells; H. H. Butler at Columbia; M. K. Spencer at Murphysboro, or their successors for the difference between the rates of pay for time worked at the lower rate.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part hereof.

Bells, Tennessee; Columbia, Mississippi, and Murphysboro, Illinois are stations on this Carrier's lines. For many, many years the agent position at each of these stations was not covered by the Telegraphers' Agreement, the occupant thereof being selected unilaterally by the Carrier.

In 1953, this Carrier and The Order of Railroad Telegraphers negotiated the following Memorandum of Agreement:

"It is agreed by and between the Gulf, Mobile and Ohio Railroad Company and its employees represented by The Order of Railroad Telegraphers, that:

"The following agent positions not now covered by the Scope of the Agreement between the parties, namely:

come applicable. This includes Rule 2 of the agreement which provides for the establishment for the rate of pay for a new position or a changed position. The Petitioners offer no evidence whatsoever that the parties to the contract contemplated that a position formerly totally exempt from the agreement would be placed under the agreement and bring with it the rate of pay of the former position.

The claim is not supported by the contract or practice and is not in the interest of efficient and economical operation. The claim is without merit and should be denied.

The Carrier reserves the right to make an answer to any further submissions of the Petitioners.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a dispute between The Order of Railroad Telegraphers and The Gulf, Mobile and Ohio Railroad Company.

Both parties agree that the facts and circumstances are similar to those in Award 9835. We concur with the opinion expressed therein.

For the foregoing reason, we find the Agreement was not violated.

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 Employes involved in this dispute are respectively Carrier and Employes 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of December 1962.