

Award No. 13518  
Docket No. **TE-12761**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

**Kieran P. O'Gallagher, Referee**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**  
**GULF, COLORADO & SANTA FE RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General **Committee of The** Order of Railroad Telegraphers on the Gulf, Colorado and Santa Fe Railway, that:

1. The Carrier violated the Agreement between the parties when on February 10, 1960, it removed the work of operating switches and signals governing the movement of trains heading in and out main line tracks and other tracks at Temple, Texas, from **employees** covered by the Telegraphers' Agreement and delegated the performance of this work to employees not within its coverage;

2. The Carrier shall be required to restore said work to the scope of the Telegraphers' Agreement to be performed by employee covered thereby; and

9. Carrier shall now be required to compensate W. L. **McLendon** for eight hours' pay at ~~the~~ rate of the first shift position at Temple Tower each work-day, in addition to pay at the time and one-half rate for work performed outside the assigned hours of the Arst shift position at Temple Tower.

4. Carrier shall now be required to ~~compensate~~ O. D. Boyd for eight hours' pay at the rate of the second shift position at Temple Tower each work day, in addition to pay at the time and one-half rate for work performed outside the assigned hours of the second shift position at Temple Tower.

5. Carrier shall now be required to compensate C. D. Boyd for eight hours' pay at the rate of the third shift position at Temple Tower each work day, in addition to pay ~~at~~ the time and one-half rate for work performed outside the assigned hours of the third shift position at Temple Tower.

6. Carrier shall now be required to compensate E. A. Thomas for eight hours' pay at the ~~rate~~ of Relief Position No. **7** at Temple Tower each work day, in addition to pay at the time and one-half rate for work performed outside the assigned hours of Relief Position No. **7** at Temple Tower.

the Temple Tower and accordingly is the only work day that can possibly be involved in the portion of the claim in behalf of Claimant E. A. Thomas. As indicated in the last sentence of the ~~paragraph~~ ending on page 8 hereof, the only change involved in Relief Position No. 7 was to substitute the Thursday rest day of Telegrapher-Clerk Position No. 263 at Killeen, Texas, with assigned hours from 11:30 P. M. to 7:30 A. M., for the Thursday rest day of abolished Towerman Position No. 147 which had been assigned to work from 11:45 P.M. to 7:45 A. M. Since the rate of pay for Position No. 263 at Killeen was \$2.325 per hour as compared with the hourly rate of \$2.316 for Position No. 147 at the Temple Tower, it is obvious that Claimant E. A. Thomas did not suffer any loss in compensation, as his earnings were increased.

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In conclusion, the respondent carrier respectfully reasserts that the claim of the employes in the instant dispute is entirely without merit or support under the Telegraphers' Agreement and should, for the reasons stated herein, be either dismissed, remanded, or denied in its entirety.

OPINION OF BOARD: The basic issue presented by this dispute is substantially indistinguishable from those disposed of in Awards 3143 and 9209, where these same parties and the same agreement were involved.

In the light of the decisions in those cases, this claim will accordingly be remanded to the parties.

FINDINGS : The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 no jurisdiction over the dispute involved herein.

#### AWARD

Case remanded in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Sehulty  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of April 1965.