



Award No. 14716
Docket No. TE-12494

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(FORMERLY THE ORDER OF RAILROAD TELEGRAPHERS)**

ERIE-LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Erie Railroad, that:

1. The Carrier violated the terms of an agreement between the parties hereto when on February 15, 1960, it permitted or required employes not covered by the Telegraphers' Agreement to handle (receive, copy and deliver) train orders and Clearance Forms "A" at Owego and "VR" Campville, New York.

2. The Carrier shall, because of the violation set out in item 1 of this statement of claim, compensate two (2) named idle telegraphers, extra in preference, (names to be supplied by Carrier), a day's pay (8 hours) each at the minimum division rate for wages lost due to the Carrier's violative act.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties to this dispute, effective March 1, 1957, and as otherwise amended.

At page 23 of an Agreement between these same parties, effective August 1, 1923, is listed the position existing at Campville, on the effective date of said Agreement. The listing reads:

"Location	Office	Position	No. of Employes	Rate per Hour
Campville	VR	*O-L	1	.56

Note: *Operator-Leverman"

At page 20 of an Agreement between these same parties, effective January 1, 1939, is listed the positions existing at Owego (Owego Tower), on the effective date of said Agreement. The listing reads:

"Location	Office	Position	No. of Employes	Rate per Hour
Owego Tower	OG	*OLG	3	.75

Note: *Operator-Leverman-Gateman"

OPINION OF BOARD: The claim is for compensation to "two (2) named idle telegraphers, extra in preference, (names to be supplied by Carrier) * * *" (Emphasis ours).

Many Awards of this Division hold that where Claimants are readily identifiable the intent of the provisions of Article V of the August 21, 1954 National Agreement have been met. Rule 36 of the applicable Agreement is identical with said Article V. We affirm that principle. But we do not believe that the language of this claim is sufficiently specific to meet the intent of the Agreement as interpreted by those Awards.

The claim, therefore, must be dismissed without consideration of the merits.

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 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 the Board may not consider the merits of the claim as filed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1966.