



Award No. 19113

Docket No. TE-12983

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION
EMPLOYEES**

(Formerly The Order of Railroad Telegraphers)

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Illinois Central Railroad that the Carrier has violated and continues to violate the Agreement between the parties:

1. When it requires or permits an employe at Peoria, Illinois, not covered by the Telegraphers' Agreement to transmit telegrams between points not within one terminal; and that
2. The Carrier shall be required to immediately assign such work to an employe covered by the Telegraphers' Agreement; and that
3. The senior, available, idle employe covered by the Telegraphers' Agreement, who should have been used for such work, be compensated a minimum of a day's pay for each day of eight (8) hours commencing June 10, 1960, and so long thereafter an employe not covered by the Agreement performs the work of operating said mechanical telegraph machine to transmit telegrams; and further, that
4. A joint check be made to ascertain which employes, in seniority order, were idle and available beginning with June 10, 1960.

EMPLOYEES' STATEMENT OF FACTS: The current Agreement between the parties, effective June 1, 1951, as revised December 1, 1956 (which by reference is hereby made a part of this submission) provides:

"RULE 1 — SCOPE

A. For positions held by manager, chief and assistant chief operators, telegraphers, telephone operators, mechanical message machine operators located in telegraph office, mechanical message machine operators who transmit telegrams between points not within one terminal, agents (freight and ticket), agent-telegraphers, agent-telephoners, towermen, levermen, tower and train directors, block

office. The P&PU operators at Peoria who, since 1900, have received and relayed telegraphic communications to and from Carrier's on-line points are covered by a labor agreement between the Peoria and Pekin Union Railway Company and the Order of Railroad Telegraphers, and not by the agreement between the parties herein involved.

This Carrier has never had any of its telegraph operators assigned to work at Peoria, Illinois, and they never performed any work at this point, let alone the disputed work, before or after September 7, 1955, the date of the installation of the teleprinter service at the Carrier's Peoria Traffic Department office. In fact, the employees did not present a formal claim until August 6, 1960, contending that such teleprinter work belonged to them, and even they made no claim for the other work which P&PU telegraphers retained and have always handled for this Carrier at Peoria.

The Peoria and Pekin Union Railway Company is a switching and terminal railroad company that was organized and incorporated February 1, 1881, by four railroad companies, as tenants in common. The four companies were the Indiana, Bloomington and Western Railway Company, the Wabash, St. Louis and Pacific Railway Company, the Peoria and Jacksonville Railway Company, and the Peoria, Decatur and Evansville Railway Company. The 1881 indenture and contract provided that the P&PU Railway Company would have the general management, control and supervision of its property. At the present time the stock of the P&PU is owned by six companies: Illinois Central Railroad Company, The Peoria & Eastern Railway Company, The New York, Chicago & St. Louis Railroad Company, the Chicago & Northwestern Railway Company, Chicago and Illinois Midland Railway Company, and the Pennsylvania Railroad Company. (In 1900, this Carrier acquired the stock of the Peoria, Decatur and Evansville Railway Company.)

The P&PU furnishes freight facilities and does all of the switching for the owner lines. Each owner line pays an annual rental, plus the usual terminal charges to the P&PU for use of its facilities. The P&PU employs its own personnel, who operate the facilities. It negotiates and maintains all labor agreements, as a separate entity, relating to its work and to its employees.

This claim was not, as shall be shown, progressed on the property and to your Board in the usual manner in accordance with the Railway Labor Act and current agreement provisions. It was not filed within the time limit required by Agreement, and no claimant or employee allegedly affected has been identified or is identifiable.

Relevant correspondence exchanged between the parties on the property is attached as Carrier's Exhibits B, C, and D.

The Agreement between the parties, effective June 1, 1951, as revised effective December 1, 1956, is by reference made a part of this submission.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier, having raised the issue on the property, moves in its Submission that the Claim be dismissed because of Petitioner's failure to identify with particularity "the employees involved" in compliance with Article V, 1(a) of the National Agreement of August 21, 1954 (Rule 27A) of the Schedule Agreement).

Claimant(s) is readily ascertainable. The issue is whether paragraph 3 of the Claim meets that test.

Paragraph 2 of the Claim prays that Carrier be required to assign the disputed work at Peoria, Illinois, to an employe covered by the Telegraphers' Agreement. Paragraph 3 of the Claim prays that Carrier be required to compensate "The senior, available idle employe covered by the Telegraphers' Agreement, who should have been used for such work * * *."

The Schedule Rules fix seniority districts and provide that covered employes' seniority is established within a district. Petitioner in the handling of the case on the property failed to prove that Peoria is included in any of the contractually fixed seniority districts. The agreed upon seniority districts can be enlarged only by agreement of the parties; not by Award of this Board.

Petitioner in the record made on the property failed to proffer a procedure permissible within the confines of the Schedule Rules, the application of which would make readily ascertainable the identity of proper Claimants.

We find that paragraph 3 of the Claim is lacking in specifics necessary to identify proper Claimants. As pleaded the paragraph does not comply with the requirements of Rule 27A.

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 Claim must be dismissed because as pled in paragraph 3 it fails to make the identity of proper Claimants readily ascertainable.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 12th day of April 1972.