

being forced to other positions beginning on or about December 28, 1963, and each day thereafter until the violation is corrected.

**EMPLOYEES' STATEMENT OF FACTS:** Effective after the completion of tour of duty at 6:30 P. M. on December 27, 1963, the seven-day position of Day Ticket Clerk and the relief position thereto at Creston Passenger Station and Freight Office were nominally abolished.

On December 28, 1963, the work of that position was transferred to and assigned to the Wire Chief (Telegrapher) with assigned hours 6:00 A. M. to 2:00 P. M., Monday through Friday, and his relief man on Saturday and Sunday, with the exception of the work in connection with the selling of tickets and "head end" work for Train No. 11, scheduled to arrive at Creston at 6:21 P. M., which was transferred to other clerical employees at this station.

Creston Ticket Office and Freight Office shall hereinafter be referred to as the Creston Office, and the Wire Chief, an employee not covered by the Clerks' Agreement, shall hereinafter be referred to as the Telegrapher.

Creston is a combination freight and ticket office and the clerical employees therein are included in Clerks' Seniority District No. 11.

The clerical work at this station has been performed by employees under the provisions of the Clerks' Agreement since the first clerical agreement with the Brotherhood in 1917. Until recent years, the freight office was located in the freight warehouse when the Supervisory Agent and two remaining clerical positions were moved to the Passenger Depot in an office connecting the ticket office. Later, the yard clerks were also moved into this facility.

Prior to the transfer of the clerical work referred to herein, the Carrier moved the communications equipment in the Telegraph Relay Office, located on the second floor of the passenger station, to the ticket office. Thereafter, the telegrapher worked between the two offices, returning to the relay office when necessary to operate certain train control machines and then returning to the ticket office to perform the clerical work.

Following the abolishment of the Day Ticket Clerk position, No. 1007, and Relief Clerk No. 19, positions at the Creston Ticket Office, the following positions remained:

Title	Job No.	Rate	Assigned Hours	Days Per Week	Covered By Clerks' Agreement
Night Ticket Agent	1006	\$20.17	8:30 P. M.—5:30 A. M.	7	"
Cashier	1002	20.80	7:00 A. M.—1:00 P. M.	5	"
Rate Clerk	1003	20.26	6:00 A. M.—2:00 P. M.	5	"
Baggage Helper	1009	18.59	9:00 P. M.—6:00 A. M.	7	"
Yard Clerk	1192	19.07	8:00 A. M.—5:00 P. M.	7	"
Yard Clerk	1193	18.97	4:00 P. M.—1:00 A. M.	7	"
Yard Clerk	1194	19.07	12 M—8:00 A. M.	7	"
Relief Assignments (2)				5	"
Yardmaster (non-clerical)			8:00 A. M.—4:00 P. M.	7	
Supervisory Agent (Excepted from all agreements)					
Telegraph Operator			6:00 A. M.—2:00 P. M.		
Extra Employees (2)					"

4. No increase in force in any other departments as a result of this change proves there is no basis for claim that a predominate portion of the Night Ticket Clerk position No. 1007 was absorbed by others.
5. Prior awards that have been cited herein, and particularly the binding precedent established on this property by the Monmouth, Illinois claim referred to at pages 7, 8 and 9 of this submission, should control in this dispute.

(Page references referred to herein relate to original document.)

(Exhibits not reproduced.)

**OPINION OF BOARD:** As the facts involved in this controversy are clearly set forth in the Record, they will not be repeated here. It appears quite conclusively that there had been a gradual recession in railroad operations at Creston, Iowa, prior to April 1, 1962, and that on the date the Division office was moved from Creston to Council Bluffs, Iowa. It further appears that due to the recession in railroad operations at Creston that, because of the needs of the service, there was a commensurate reduction in the number of employees required. Consequently, one Day Ticket Clerk position and two Wire Chief Operator positions were abolished.

It is the Claimants' contention that prior to the abolishment of the Day Ticket Clerk's position there were no Wire Chief Operators stationed in the ticket office at Creston; that the remaining Wire Chief Operator was moved into the ticket office and took over the duty of selling tickets, work which formerly was assigned to the abolished Day Ticket Clerk's position. Claimants contend this was in violation of the Clerks' Agreement, as the work of selling tickets was exclusively work belonging to Clerks under the Agreement and Carrier had assigned this work to an employee not under the Clerks' Agreement.

Carrier contends, conversely, that the Record reveals conclusively that the work of selling tickets has not been considered the exclusive work of Clerks on this Carrier, nor that it has ever been the exclusive work of clerks at this particular location.

The question of whether work formerly done by an employee under the Clerks' Agreement when that position has been abolished due to a reduction in forces and the remaining work of that position can be assigned to a telegrapher under the Telegraphers' Agreement has been before this Board many times.

See Award 615, Swacker; Award 7322, Carter; Award 9926, Bailer; Award 10457, Wilson; Award 10529, Hall; Award 11755, Hall; Award 13094, West; Award 13400, Bailer; Award 13680, Coburn.

Claimants had the burden of proving that the work assigned to the Wire Chief Operator belonged exclusively to the clerks under their Agreement. This they have failed to do.

**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

There has been no violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of January 1966.