



Award No. 14971
Docket No. TE-13378

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(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:

1. (a) Carrier violated and continues to violate the terms of the agreement between the parties when on January 13, 1961 it declared abolished the position of CP&TA at Freeport, Illinois, without abolishing the work thereof.

(b) Carrier further violated said agreement when on January 13, 1961, acting alone, it transferred the work of the CP&TA position to employees not subject to the agreement.

2. (a) The CP&TA position at Freeport, Illinois, shall be returned to the agreement and the work of said position and the former incumbent thereof shall be returned thereto.

(b) All employees covered by the agreement who have been affected as a result of these violations shall be returned to their former positions and compensated for any wage loss and/or expense incurred, retroactive to January 13, 1961.

EMPLOYEES' STATEMENT OF FACTS: The CP&TA designation, as shown in the Wage Scale of the parties' Agreement, relates to positions classified as City Passenger and Ticket Agent. The position so classified at Freeport, Illinois, was abolished on January 13, 1961.

The principle work, duties, functions and responsibilities of the abolished CP&TA position are listed following:

"Selling tickets, railroad and Pullman, quoting rates and routes, train schedules and connections, at the station and by telephone, securing Pullman and seat reservations for patrons, making the required reports to the Passenger and Auditing departments, as well as to the Superintendent, remittance of cash collected through sale

The agreement between the parties dated June 1, 1951, as revised December 1, 1956, is by reference made a part of this Statement of Facts.

(Exhibits not reproduced.)

OPINION OF BOARD: On January 13, 1961, Carrier abolished the CP&TA position at Freeport, Illinois. The Organization contends that Carrier violated the Agreement by abolishing the position and transferring the work to employees not subject to the agreement (clerks).

The record discloses that there had been a gradual decline in passenger travel, and because of this decline, the need for a City Passenger and Ticket Agent had also diminished. Upon abolishing the CP&TA position, Carrier's work force was rearranged and the ticket selling duties were assumed by Clerk-ticket sellers. Carrier did not employ additional employees to absorb the remaining work of the abolished position.

The Scope Rule of the involved agreement is general in nature. This Board has held many times that under a general Scope Rule, the burden is on the Petitioner to prove that the subject work has been reserved exclusively to telegraphers by custom, practice and tradition **throughout Carrier's property** in order to show a violation. See Awards 14342 (Perelson), 14330 (Hall), 13972 (House) and 13303 (Dorsey). Petitioner has failed to establish such proof in this case. Petitioner relies heavily upon Award 7409 (McMahon) to uphold its contention. Award 7409 was decided on the past practice at Palestine, Illinois. This award was based upon an incorrect premise. Petitioner is required to prove exclusivity by showing that employees performed work to the exclusion of all others **throughout Carrier's property**, not just at or on a particular station or location on Carrier's property, since the Agreement is system-wide in scope and application. See Awards 14279 (Hall), 14159 (Schmertz), 14385 (Wolf), 13094 (West), and many others.

Carrier has an inherent right to abolish positions in the interest of economy and efficiency. See Awards 12076 (Dolnick) and 12982 (Coburn). In the instant case, Carrier did not hire additional employees to do the work of the abolished position holder; it merely rearranged its' work force. This is a strong indication that the CP&TA position was not needed and there was not sufficient work to require his employment.

This case is squarely in point with Award 13614 (Moore), wherein this Board said:

"The Carrier has the right to abolish positions and to rearrange the work force. The record discloses that much of the work was no longer necessary to be performed. The remainder of the work was assigned to others. The Petitioner has failed to prove that such work belonged exclusively to them."

Also, see Award 13622 (Mesigh) and 13762 (Weston).

For the foregoing reasons this Claim will be denied.

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 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 30th day of November 1966.