

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

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

**TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL
RAILROAD OF NEW ORLEANS**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6262) that:

1. Carrier violated the Clerks' Agreement when it required Mr. R. S. Lanassa to vacate his regularly assigned position of Yard Clerk No. 114 at Avondale, Louisiana, to weigh cars of freight at Westwego, Louisiana on April 10, 1966.

2. Mr. Lanassa be paid one (1) additional day's pay at Yard Clerk rate for April 10, 1966, due to this Agreement violation.

EMPLOYEES' STATEMENT OF FACTS:

(1) The Carrier maintains an Agency at Avondale, Louisiana, and one at Westwego, Louisiana. Both agencies being supervised by an Agent of the Carrier.

(2) Avondale, Louisiana and Westwego, Louisiana, are three (3) miles apart.

(3) The Carrier maintains clerical personnel at Avondale and Westwego.

(4) At Avondale there is a considerable number of assigned clerical employes account this station being a continuous operating station.

(5) Claimant, Mr. Lanassa is assigned to position of Yard Clerk No. 114 located at Avondale, a seven day per week position with assigned rest days of Tuesday and Wednesday.

(6) At Westwego there is only one (1) clerical position, this being the position of Chief Yard Clerk occupied by Mr. T. Garcia. The Chief Yard Clerk position is a five (5) day per week assignment with rest days of Saturday and Sunday.

Carrier requiring an employe to perform work anywhere in his seniority district.

It is your contention that Rule 27 was also violated; however, we fail to see wherein that Rule was violated. This Rule describes how employes establish seniority. There is nothing in this Rule that even touches upon the location of a position or the transfer of an employe from one location to another. The Yard Clerk at Avondale, Louisiana may perform any duties at Westwego that the Clerks are permitted to do under the Agreement.

In filing claim for double pay, you are in fact contending that an employe can have a right to two positions at the same time, which is, of course, an impossibility. Claimant did not suffer any loss, he was properly paid for service performed.

In view of the foregoing, claim is without merit or Rule support and is respectfully declined.

Yours truly,

/s/ O. B. Sayers"

10. There is a companion claim filed by the Clerks' Organization in behalf of Clerk Garcia, who was off duty on his rest day on claim date, who the Employes contend should have been called to perform this small amount of work at Westwego. That claim is covered by the Employes' file No. GL-6263 and has also been submitted to this Board under date of April 7, 1967. A separate ex parte brief will be submitted for the latter case.

OPINION OF BOARD: On April 10, 1966, the scale at Avondale was out of adjustment; the cars to be weighed were switched to Westwego, some 3½ miles away, where they could be weighed. The only assigned clerical employe at Westwego who on his regular work days normally performed the weighing required at Westwego, was on his assigned rest day on April 10th. Claimant Lanassa, the Yard Clerk at Avondale who would have weighed the cars at Avondale had the scale not been out, was required to go to Westwego during his regular hours and weigh the cars there instead. Claimant Lanassa and Garcia, the Chief Yard Clerk at Westwego, who filed a claim arising out of the same facts and which is dealt with in another award simultaneously herewith, are in the same seniority district.

Brotherhood contends that Carrier breached the Agreement by requiring Claimant Lanassa to vacate his regularly assigned position. But the facts do not show that he was required to vacate his position nor that any of the sections of the Agreement cited by the Brotherhood in connection with this claim was breached.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidencce, 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 26th day of March, 1969.