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AWARD NO. 27
NRAB DOCKET NO. CL-8563
CASE NO. 27
SSW FILE R-51-997
BRC FILE NR-27-40

SPECIAL BOARD OF ADJUSTMENT NO. 169

PARTIES) The Brotherhood of Railway and Steamship Clerks
TO)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That all Group 3 employees at the Transfer Shed and the Old House at Pine Bluff, Arkansas, who were improperly paid for extra work performed by them be now paid at the proper rate of pay of the position on which they were worked, effective as of the date this practice was started, which, we feel, would date back to, or prior to 1948.

(2) That requisite records of carrier be made available and joint check made in order to determine names and dates these Group 3 employees were improperly compensated for the class of work they performed, and the number of hours so worked on each such dates, separated between pro rata and penalty time, and total time computed at proper rate and Claimants listed in Part 1 of this claim paid the difference between what they were paid and what they should have been paid at the prevailing rate, such check dating back to 1948 or prior thereto.

(3) That, in instances where it cannot be definitely determined the name of the Claimant entitled to remunerative redress, this Committee to designate the Claimant. This amount to be determined from the difference between what is found due individual employees as reflected by the records and the total or overall amount found due from check of force assignment or complement of gangs during the above period.

(4) That Carrier immediately commence carrying these Group 3 employees on the time roll at the proper classification and proper rate of pay, in accordance with provisions of Rule 39 of our Agreement.

FINDINGS: Claim is made here for unknown claimants on unknown dates. The National Railroad Adjustment Board has held in many cases that such a claim is indefinite and the Employees slept on their rights in not making proper claim at the time or subsequent to the alleged violation. The claim is too indefinite and not susceptible of any reasonable determination.

AWARD: Claim denied,

/s/ Frank P. Douglass
Frank P. Douglass, Chairman

/s/ W. E. Straubinger
W.E. Straubinger, Employee Member

/s/ L. C. Albert
L.C. Albert, Carrier Member

Tyler, Texas
April 5, 1957.