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AWARD NO. 37
NRAB DOCKET NO. CL-8839
CASE NO. 38
SSW FILE R-51-1094
BRC FILE NR-27-18

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 Carrier violated the Clerks' current Agreement on March 1, 1954, when it transferred work from the Texarkana Local Freight Office to the office of Auditor Freight Accounts, St. Louis, Missouri, and to the office of Auditor Freight Accounts, Tyler, Texas, and in July, 1954, when all of the work was transferred to the office of Auditor Freight Accounts, Tyler, Texas.

(2) That C. W. Williams, H. D. Smith and R. D. Kelly, Texarkana Local Freight Office, and all other employees of that office who were adversely affected, due to work in connection with Government shipments to Defense, Texas, being transferred, be reimbursed for all monetary loss suffered by them commencing March 1, 1954, and continuing until the violation is corrected.

(3) That the Agent Accounts Clerks in the office of Auditor Freight Accounts, St. Louis, Missouri, who were required to perform the work transferred from Texarkana, be compensated at the punitive rate of pay for the time spent in performing the transferred work, from March 1, 1954, to about July 9, 1954.

(4-a) That Rate Clerk G. L. Guyer, Freight Accounting Department, Tyler, Texas, be compensated at the punitive rate of pay for the time spent in performing the transferred rate work, from March 1, 1954, and continuing until the violation is corrected.

(4-b) That J. L. Bailey, Agents Accounts Bureau, and any other clerks in the office of Auditor Freight Accounts, Tyler, Texas, who were required to perform the accounting work transferred from Texarkana, be compensated at the punitive rate of pay for the time spent in performing the transferred work, from about July 9, 1954, and continuing until the violation is corrected.

NOTE: Reparation due employees to be determined by a joint check of Carrier's payroll and other records.

FINDINGS: From the facts in this case it appears that the work that formerly was being performed in the Texarkana office was also being performed in the Tyler and St. Louis offices, and Carrier is within its right to abolish jobs to avoid duplication of work. There does not appear to have been a violation of Rule 18-2 in this case.

AWARD: Claim denied.

/s/ Frank P. Douglass.

Frank P. Douglass, Chairman

/s/ W. E. Straubinger

W. E. Straubinger, Employee Member
Tyler, Texas - April 25, 1957.

/s/ L. C. Albert

L. C. Albert, Carrier Member