

Award No. 865

Docket No. 821

2-CRI&P-BK-'42

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BLACKSMITHS)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY**

Frank O. Lowden and Joseph B. Fleming—Trustees

DISPUTE: CLAIM OF EMPLOYES: 1. That since September 15, 1941, and certainly since April 9, 1942, the carrier has and persists in violating the controlling agreement and Rules 85 and 15 thereof by:

(a) Refusing to recognize a full time furnace operator—(heaters) position.

(b) Refusing to bulletin said full time position to blacksmith helpers.

2. That the said position be bulletined to blacksmith helpers and, that the senior helper bidding therefor:

(a) Be assigned as furnace operator (heater) and

(b) Be compensated for difference between his helper's rate of pay and minimum blacksmiths' rate retroactive to April 9, 1942.

EMPLOYES' STATEMENT OF FACTS: That at Silvis, Illinois, the carrier maintains a regular furnace crew, which is composed of one hammer-smith-forgeman, two helpers and one helper hammer-operator.

In the process of making and/or working material six inches, its equivalent, or over, this furnace is regularly operated and the aforesaid crew is regularly assigned thereto. However, the helper intermittently selected to perform some of the heating, incidental to the operation of the furnace, is not a senior helper on the Silvis blacksmith helpers' seniority roster.

The minimum blacksmith's rate is applied to one of the helpers only when he is actually engaged in the heating operations of the furnace.

POSITION OF EMPLOYES: Rule 85, (furnace operators and heaters) makes it mandatory that a furnace operator (heater) be assigned, where it reads, "... Furnace Operators (heaters) will be assigned to operate furnaces, making or working material 6 inches in diameter, its equivalent or over, and heating it for forgemen."

The employes most certainly do not agree with this carrier's contention that this rule means that they may assign a furnace operator, (heater) in-

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

Under date of April 9, 1942, the organization wrote the carrier and contended that furnace operator (heaters) position be bulletined to all blacksmith helpers at Silvis, Illinois, and that senior blacksmith helper bidding on the position be assigned permanently and be compensated for difference between his helper's rate of pay and minimum blacksmith's rate retroactive to April 9, 1942, following which there were conferences between the parties, which resulted in the memorandum of agreement dated September 3, 1942.

Insofar as part 1 (a) and (b) of the employees' claim is concerned, the memorandum of agreement disposed of the issue involved in these claims. Part 2 of the employees' claim is sustained subsequent to September 3, 1942, the date of signing the aforesaid memorandum of agreement by the parties.

·AWARD

Employees' claim, part 1 (a) and (b), dismissed.

Employees' claim, part 2 (a) and (b), sustained subsequent to September 3, 1942.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 12th day of November, 1942.