

Award No. 1451
Docket No. 1370
2-CRI&P-BK-'51

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 & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1—That under the current agreement the work of blacksmiths and their helpers on a job was discontinued at the Silvis, Illinois shop and improperly transferred to the 124th Street car shops at Blue Island, Illinois, to be completed by carmen.

2—That accordingly the carrier be ordered to cease and desist in transfer of such work.

EMPLOYES' STATEMENT OF FACTS: In the month of December, 1949, the blacksmith shop at Silvis, Illinois received the following shop order for material to be forged and processed by the employes of that shop for use in the 124th Street car shop at Blue Island, Illinois:

79 Draft Keys	S.C.—351-C
69 Brackets	S.C.—959 A
100 Fulcrums	S.C.—961-A&B
145 Lever Guides	S.C.— 33-D
500 Straps	S.C.—953-B

This material was processed by the blacksmiths and their helpers up to the point of drilling the necessary holes, totaling in the neighborhood of some five thousand (5,000) altogether.

This job was stopped by someone in authority on December 23, 1949, and the incompleted material turned over to the store department at Silvis, Illinois, on that date for shipment to the 124th Street car shops at Blue Island, Illinois, to be finished by employes of the carmen's craft, which work was completed during the period January 6 to 16, 1950 by carmen.

A vigorous protest was entered locally by the local committee and carried on by the general chairman up to and including the highest designated officer of the carrier, who all refused to adjust the dispute.

The agreement effective October 16, 1948, as subsequently amended, is controlling.

as are here in question must be completed at Silvis blacksmith shop. The contention the employes advance in this case is unrealistic and does not take into consideration the practical operation of the railroad. Carried to its logical conclusion, it would prohibit the carrier from shipping bar iron to any points and would require that all forgings and metal shapes be completed at Silvis shop.

In the handling on the property, General Chairman Long has not said that such items as are referred to by the employes in this docket have been sent to 124th Street shops to be drilled since those about which the complaint was made. Inasmuch as no charge is evidently being made and none has been made that such items are or have been, since December 23, 1949, sent to 124th Street shops allegedly incomplete, the order requested of the Board, i.e., to "cease and desist in the transfer of such work" should be denied inasmuch as there is no showing of need for the order.

Rule 32 of the agreement comprehends the handling of a grievance arising out of an interpretation or application of the agreement to an existing set of circumstances which have existed. It is our position that such an order as is requested of the Board by the organization can only apply to the alleged violation consisting of the shipment of certain items from Silvis December 23, 1949, to 124th Street shops.

We respectfully petition the Board:

- (1) To dismiss this claim because it was not handled pursuant to Rule 32 of the agreement;
- (2) If the Board should be in disagreement with the foregoing contention, then we urge that the claim be denied inasmuch as it does not contravene any provision of the agreement.

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.

The issues involved in these proceedings are moot. The parties should confer and attempt to arrive at a more definite understanding as to the future application of the rule in question which would properly protect the interests of the carrier and employes alike. This is without prejudice to either of the parties to submit future cases on the question.

AWARD

Claim disposed of in accordance with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 5th day of June, 1951.