

Award No. 358

Docket No. 339

2-CRI&P-SM-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee John P. Devaney when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (SHEET METAL WORKERS)**

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

DISPUTE: CLAIM OF EMPLOYEES: That the senior furloughed sheet metal worker and helper at Silvis, Illinois, be paid for all time lost since December 12, 1938, on account of the company arbitrarily turning their work over to maintenance of way employees, and that this work be restored back to the sheet metal workers.

EMPLOYEES' STATEMENT OF FACTS: On December 9, 1938, Mr. Harter, assistant to superintendent of shops, addressed a letter to Mr. M. H. Bogue, back shop pipe foreman, and Mr. W. Little, the local chairman of the sheet metal workers' committee, advising them that certain work would be handled by the maintenance of way department. The letter is submitted as Exhibit A.

POSITION OF EMPLOYEES: Every single item of work outlined in the letter listed as Exhibit A has been performed by the powerhouse gang of the sheet metal workers' craft exclusively for at least sixteen (16) years and the men who were assigned to perform this work were classified as sheet metal workers and carried on the seniority roster as such, and their rates of pay and all other working conditions were governed by the special and general rules of the shopmen's working agreements, which the sheet metal workers are a part of, and the rules of the said agreements were so applied by the company for at least sixteen (16) years. These statements in this paragraph are substantiated with affidavits by the mechanics, who actually did the work, and who comprised the mechanics of the powerhouse gang of the sheet metal workers' craft prior to December 12, 1938. The said affidavits are submitted and listed as Exhibits B, C, D, E and F.

On December 8, 1938, a group of railroad officials met in the office of Mr. Richards, superintendent of Silvis shops, and just decided among themselves what sheet metal workers' work was, and what was not sheet metal workers' work affecting the powerhouse gang, which resulted in Mr. Harter's (asst. to superintendent of shops) letter of December 9, 1938, which is listed as Exhibit A. Minutes of the said meeting of officials are a matter of record on Mr. Frey's (asst. to vice president in charge of labor) file.

tract provides that they will be protected in their rate of pay even though performing the work of another employe receiving a lower rate.

Our Maintenance of Way Agreement, which has been revised from time to time, last revision being effective May 1, 1938, covers maintenance and construction of all structures required for the operation of the railway, and in the water service group covers installing, dismantling and maintenance of all pipe work and appurtenances for the purpose of conveying water, steam, gas, oil and air at roundhouses, shops, stationary power plants, boiler rooms, pump stations, etc. It has been the practice for a number of years to have the shop sheet metal workers look after the water service repairs on and about the Silvis shop facilities. The general chairman of the maintenance of way organization, however, insisted that this work be transferred to the jurisdiction of his organization, and as it was in accordance with the Maintenance of Way Agreement and not in conflict with the shopmen's agreement, the transfer was made effective as of December 1, 1938.

POSITION OF CARRIER: During Federal control of railways and in the shopmen's National Agreement, jurisdiction over all forms of water service work was given to the Sheet Metal Workers of the Railway Employees' Department, A. F. of L., and practically all of these water service employes were transferred to the shop department where their work consisted of maintaining water service facilities, gas and air lines in and about the shop buildings.

However, in 1922, contract was negotiated with the shop employes covering repairs of equipment only, including, however, repairs and operation of machines and tools in shops and roundhouses, and a contract was negotiated with the maintenance of way organization covering installing, dismantling and maintenance of all pipe work and appurtenances used for the purpose of conveying water, steam, gas, oil and air at all roundhouses, shops, stationary power plants, boiler rooms, pump stations, oil stations, water tanks, etc. As a result, the forces maintaining this work were transferred back from the shop payrolls to the maintenance of way department, except at Silvis, where it was deemed consistent, for a time, to continue to have the shop sheet metal workers take care of this work, and there was no serious protest from the maintenance of way organization. Later, however, that organization entered a protest and insisted that their work be turned back to them, and as their contract provided for such work and the shopmen's agreement did not cover such work, arrangements were made to assign the maintenance of these water facilities to the maintenance of way department.

This action was not hurriedly taken, but many conferences were held in an endeavor to work out an amicable adjustment, even to the extent of offering to transfer a sheet metal worker mechanic and a sheet metal worker helper from the shop seniority roster to the maintenance of way water service roster, if any such employes at Silvis shop desired to make such transfer, as employes were, in fact, transferred from the maintenance of way department when the work was turned over to the shop department during the period of Federal control, all of such employes having left the service many years ago. So far, no shop sheet metal worker, mechanic or helper, has indicated a desire to transfer his seniority, and it is assumed that they prefer to remain in the sheet metal workers' organization in the mechanical department, and none have, therefore, lost their seniority under the shop crafts agreement with the System Federation No. 6, Railway Employees' Department, A. F. of L.

Therefore, there is no merit in the claim and it should be denied.

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 work involved in this claim, which was turned over to maintenance of way employes, was of the character of sheet metal work.

The term "power house" applies to work of all the appurtenances of the power house at Silvis and also the pipe work; this includes not only pipe work in the power house, but also pipe work on pipes in the yards and buildings at Silvis as well.

By special agreement it was agreed between the carrier and employes that the work in the Silvis shops affecting the "power house gang" was within the classification of sheet metal work. See Rule 73 of the agreement of 1929.

AWARD

Claim sustained.

Work performed by sheet metal workers employed in the Silvis shop "power house gang" prior to December 12, 1938, shall be restored to them. Compensation shall be paid as claimed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 2nd Day of August, 1939.