

Award No. 176

Docket No. 186

2-CI&L-SM-'37

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 32, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. OF L. (SHEET METAL WORKERS)**

**CHICAGO, INDIANAPOLIS & LOUISVILLE RAILWAY**

**DISPUTE: CLAIM OF EMPLOYEES:** Should the dismantling, installing and repairing of pipe and sheet metal work in shop and yards be returned to the sheet metal workers?

**POSITION OF EMPLOYEES:** Sheet metal workers' Rule 123 reads in part as follows:

"Sheet metal workers' work shall consist of tinning, coppersmithing and pipefitting in shops and shop yards and buildings";

When the National Agreement was negotiated and agreed to, the rules gave the sheet metal workers this class of work. On the Chicago, Indianapolis & Louisville Railway it was not necessary to make any change in this work as it had been done for about four or five years prior to the National Agreement by the sheet metal workers, as per our agreement. This work includes the heat pipes in the pits in roundhouses, overhead steam lines for house blowers, blow off lines, water lines and air lines; also coils around sand driers and all other pipe work inside of buildings and yards, except the main water lines running from their main water supply to the large storage tanks used to supply the engines from water spouts; also the tin flashing in valleys and around skylights and gutters and downspouts on shop buildings.

The sheet metal workers applied all of the above mentioned pipes when the roundhouses in LaFayette and Bloomington were remodeled. We have always taken care of this class of work, even to setting toilets and wash basins in wash rooms at different points on the system.

On June 5, 1931, the company started a retrenchment move, owing to the depression, and the result was that all of the sheet metal workers were laid off indefinitely, except a running repair force of roundhouses and one steam-fitter at LaFayette shop.

The Chicago, Indianapolis & Louisville Railway Company maintain what they call a water service department, and employ two men as foremen mechanics and two helpers, who are on a monthly basis and who go from point to point looking after the water lines leading from their pump houses to the large water tanks on line of road. Of course, all during the four years when all the sheet metal workers were laid off, the company continued to use their water, steam, air, and oil lines just the same, and this necessitated repairing them at different times. So the company then sent these water service employes out to make temporary repairs to the several lines of pipe before mentioned, and when they increased their sheet metal worker force they still insisted on sending their water service employes out to make these

repairs on line or road even though they had sheet metal workers at almost all points and still some laid off. They also contracted out guttering and down-spout work to outside or commercial shops.

We contend that the above mentioned class of work belongs to the sheet metal workers on this road and that this work should again be allocated to this craft, as our rules have covered this work for over twenty years, and this craft has always done this work without any argument on the part of the company until four years ago.

Surely, after agreeing to this arrangement for this long period of time, it is right, and it surely is wrong to at this time put other employes on it and refuse to recognize the provisions of our agreement.

**POSITION OF CARRIER:** The maintenance of way department have always had jurisdiction over installing, dismantling, and repairs to pipe and sheet metal work on all buildings, including those in shops and yards, and such work has always been done by maintenance of way forces, except at times in emergency or when maintenance of way forces were not available, we have permitted the sheet metal workers' craft to do some of this work when authorized by the maintenance of way department. This was done rather than employ outside labor or contractor to do the work; thus giving preference to our own employes. We have never considered there is any rule in our agreement with the sheet metal workers' craft, either written or implied, that gives them the right to this work.

Therefore, the claim of the sheet metal workers is not well founded, and the maintenance of way organization, to whom this work belongs, are protesting our action in permitting the sheet metal workers doing any of this work, unless by consent of the maintenance of way department or in emergency.

We are recognizing the validity of such protests and are now assigning such work, as far as possible, to the maintenance of way forces.

**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.

Rule 123, reads in part:

"Sheet metal workers' work shall consist of tinning, coppersmithing, and pipefitting in shops and shop yards, and buildings; . . ."

The work in question, referred to in the dispute, is that of sheet metal workers under the provision of Rule 123 of the current agreement, the practice regarding the application of incidental tin and copper work in maintenance of buildings may continue.

#### AWARD

Claim of employes sustained in accordance with aforesaid findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 7th day of October, 1937.