

Award No. 2483

Docket No. 2282

2-ACL-SM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Carl R. Schedler when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Sheet Metal Workers)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement other than members of the Sheet Metal Workers' Craft were improperly assigned to install wash basins, renew toilet facilities and run water lines in washrooms at Round House, Jacksonville, Florida, starting December 2, 1954.

2. That accordingly the Carrier be ordered to additionally compensate Sheet Metal Workers John Acorn and E. C. McLeod in the amount of eighty (80) hours each at time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: At Jacksonville, Florida, the Carrier has maintained a wash room and toilet facilities at the round house for a number of years. Maintenance, renewals, and repair of both plumbing and pipe work has been performed by members of the sheet metal workers' craft. On December 2, 1954 the carrier started to renew these facilities and assigned members of the Maintenance of Way craft, to do this pipe and plumbing work. This work took 160 man hours to complete.

This dispute has been handled with officers of the carrier up to and including the highest designated officer of the carrier to whom appeals are made, who all declined to adjust the dispute.

The agreement effective November 11, 1940, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that Rule 302 provides the following:

"(a) Sheet metal workers' work shall consist of tinning, coppersmithing and pipe-fitting in shops, yards, buildings, on passenger coaches and engines of all kinds, the building, erecting, assembling, installing, dismantling (not scrapping) and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black,

ing parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10-gauge and lighter, including brazing, soldering, tinning, leading and babbitting (except car and engine truck journal bearings where handled by foundry forces); the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil, and steam pipes; the operation of babbitt fires and pipe threading machines; oxy-acetylene, thermit and electric welding on work generally recognized as sheet metal workers' work as provided in Rule 17, and all other work generally recognized as sheet metal workers' work."

POSITION OF CARRIER: Repairs to buildings, such as are here involved, have for many years been recognized as work coming under the Maintenance of Way agreement and assigned accordingly. The work here in dispute is just as much an integral part of the repairs to buildings as is the carpentry work and painting. The Maintenance of Way agreement makes no exclusion of certain types of buildings, whether they are office buildings, storehouses, wash rooms and lockers rooms, etc., and located in shops. Carrier admits that at times sheet metal workers have made repairs to plumbing fixtures in some of the buildings due to an emergency then existing. The performance of such work by sheet metal workers during emergencies does neither remove it from the Maintenance of Way agreement nor include it in Rule 302.

Rule 302, as well be clearly observed, does not include plumbing. The fact that the word "plumbing" is omitted clearly indicates that such work does not belong to and was not reserved to sheet metal workers. Had the parties signatory to the agreement between this company and employes of the mechanical department intended that such work be performed by sheet metal workers they would certainly have included it in Rule 302. It was not so intended and was, therefore, not included in that rule.

The term "pipefitting in shops, yards, buildings ***", as that expression appears in Rule 302, was designed to embrace pipefitting work in connection with connecting and disconnecting of air, water (for use in direct connection with repairs to locomotives and cars), gas, oil and steam lines and not plumbing work. On December 23, 1954 Local Chairman Douglas wrote Master Mechanic Lacy regarding this matter see carrier's Exhibit A), the first paragraph of which reads:

"On December 2, 1954 employes of Maintenance of Ways began work on installing wash basins in the rest rooms of the shop department. From December 2, 1954 until December 17, 1954, they installed two (2) wash basins, two (2) urinals, and five (5) commodes, they also installed water lines, and ran new water lines to part and connected same."

The fixtures mentioned in this paragraph are sanitary plumbing fixtures and cannot be considered as anything else. It is well accepted, not only in railroad circles but also in outside industry, that installation of and repairs to plumbing facilities is plumbers' work—not pipefitters' work.

The desire of the organization to include this work in their Classification of Work rule apparently prompted the filing of this dispute with your Board and carrier respectfully requests that the claim 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 employee or employees involved in this dispute are respectively carrier and employee 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 302 provides, as follows:

“(a) Sheet metal workers’ work shall consist of tinning, coppersmithing and pipefitting in shops, yards, buildings, on passenger coaches and engines of all kinds, the building, erecting, assembling, installing, dismantling (not scrapping) and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10-gauge and lighter, including brazing, soldering, tinning, leading and babbitting (except car and engine truck journal bearings where handled by foundry forces); the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil, and steam pipes; the operation of babbitt fires and pipe threading machines; oxy-acetylene, thermit and electric welding on work generally recognized as sheet metal workers’ work as provided in Rule 17, and all other work generally recognized as sheet metal workers’ work.”

In late 1954 the carrier had certain improvements made at its Moncrief Shops, Jacksonville, Florida, which included repairs to the buildings such as carpentry work, renewing plumbing fixtures and water lines and repainting. The work was performed by Maintenance of Way employees, whose agreement includes work to be performed by water service employees, carpenter gangs, plumbers and paint gangs. The work completed at the Moncrief Shops included the installation of wash basins, renewing toilet facilities and running water lines in the washrooms. The sheet metal workers claim that under Rule 302, members of that craft should have performed the work of installing wash basins, toilet facilities and running water lines. The sheet metal workers rely largely on a letter dated July 19, 1940 (Exhibit No. 1) to a general chairman from the superintendent of motive power that if it becomes necessary in the future to install a lavatory and run pipe lines, the work will be performed by the sheet metal workers’ craft. The agreement under which this claim is asserted was not consummated until November 11, 1940, and we believe that the collectively bargained agreement vitiates the offer or understanding contained in the July 19, 1940 letter. Furthermore, the record is replete with examples of this type of work being done by plumbers. We find as a fact that the work involved herein is plumbing work, and therefore, a part of the work which may be performed by Maintenance of Way employees.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois this 11th day of June, 1957.

DISSENT OF LABOR MEMBERS TO AWARD NO. 2483

The Award erroneously rejects or ignores the clear and unambiguous language of the specific rules of agreement upon which the instant dispute turns as well as awards of this Division interpreting identical rules where applied to comparable facts and circumstances, similar argument of carrier was over-ruled and claim of the employees sustained. The rules are here quoted for ready reference: Rule 308 provides:

“Sheet Metal Workers work shall consist of . . . pipe fitting in shops, yards, buildings . . . of all kinds . . . the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air,

water, gas, oil and steam pipes . . . and all other work generally recognized as Sheet Metal Workers' work."

Rule 27 (a) provides:

"Only mechanics and apprentices regularly employed as such will do the work as per special rules"

As brought out in the employes' submission, the major portion of time consumed on this job was in the cutting, fitting and threading of more than 300 (three hundred) feet of pipe. Further, these pipe lines (originally installed by the sheet metal workers) were renewed to carry water and steam lines to the toilets and washrooms (originally installed by the sheet metal workers). The majority states that the employes relied on a letter of July 19, 1940 written by Superintendent Grant. The record discloses that the employes submitted two letters dated July 3rd and July 19th, 1940, (letter of July 19th signed by Supt. Grant and letter of July 3rd signed by General Supt. of Motive Power Robbins) as confirmation of the employes' interpretation of the Sheet Metal Workers' classification of work rules in agreements effective in 1935 and November 11, 1940 without change in the intent of the language of the classification rule.

Therefore, since the award is based entirely upon inapplicable rules, (not within the province of this Division to interpret) unrelated Awards and improper and irrelevant theories, rather than the clear provisions of the rules and proper interpretations thereof, it can be of no effect, and for this reason a dissent must be entered.

R. W. Blake
Charles E. Goodlin
T. E. Losey
Edward W. Wiesner
James B. Zink