Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 7579
SECOND DIVISION Docket No. 7337-T
2-MP-SM-'78

The Second Division consisted of the regular members and in addition Referee Theodore H. O'Brien when award was rendered.

Parties to Dispute: (Sheet Metal Workers' International Association
(Missouri Pacific Railroad Company

Dispute: Claim of Employes:

1. That the Missouri Pacific Railroad Company violated the controlling Agreement, particularly Rule 97, when on May 29, 1975, other than Sheet Metal Workers were assigned the disconnecting, connecting and repairing of pipes and air conditioner at 400 Yard Service Track, North Little Rock, Arkansas.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Sheet Metal Workers V. J. Hardcastle, B. R. Ramsey, D. W. Nagsdale and K. F. Prater eight (8) hours each at the punitive rate of pay for such violation.

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.

Parties to said dispute were given due notice of hearing thereon.

The instant claim, progressed by the Sheet Metal Workers, arose when, on May 29, 1975, the Carrier assigned two Electricians the work of restoring a three-ton air conditioner to service at 400 Yard Service Track, North Little Rock, Arkansas. The work involved the disconnecting of freon gas piping from the compressor to condenser coil and the installation of a new compressor which was a different type. In order to adapt the new compressor to the air conditioner, certain modifications were required. In making these modifications, the Electricians fit, cut and silver soldered copper pipe, or tubing, of various lengths and width. After connecting this pipe, the Electricians connected the vacuum pump to the unit, pulled vacuum on the unit and charged with freon gas on the three-ton air-conditioner.

The Carrier contends that the claim should be dismissed under Rule 31(b) of the controlling Agreement, claiming that the Organization failed to appeal the decision of the Master Mechanic within sixty days from the date of his declination of the claim. Rule 31(b) reads, in pertinent part, as follows:

> "(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from the receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision."

The record contains no evidence that the Organization violated Rule 31(b) of the controlling Agreement. The Organization, by letter dated September 8, 1975, appealed Master Mechanic Daniel's declination of the claim. This appeal was certainly taken within 60 days from receipt of Carrier's notice of disallowance. The claim was therefore appealed as required by Rule 31(b) and is properly before this Board for adjudication. Thus we will proceed to the merits of the claim.

The Petitioner contends that the work in question belongs to the Sheet Metal Workers under Rule 97, Classification of Work Rule. Rule 97 reads, in pertinent part, as follows:

> "Sheet Metal Workers' work shall consist of threading, brazing, connection and disconnecting of air, water, gas, oil and steam pipes ..."

Pursuant to third party notice, the International Brotherhood of Electrical Workers filed a submission contending that the work in question was properly assigned to employes of the Electrician's craft under their Classification of Work Rule, and a twenty-five year history of Electricians performing this disputed work.

The Carrier contends that work which requires the assembly and disassembly of cooling devices, even where piping has to be assembled and disassembled, becomes, by past practice, Electrician's work. In support of their position, Carrier cites Second Division Award No. 6924, which involved the same parties involved in the instant dispute. That Award concerned a dispute over the disconnecting of refrigerating coils from a degreasing machine at North Little Rock. The Carrier also contends that the practice regarding the division of work on cooling devices between the Electricians and the Sheet Metal Workers was established as far back as 1950. As an example of that practice, the Carrier refers to a letter written by former Shop Superintendent John Whalen, dated March 23, 1950, to the Electricians' and Sheet Metal Workers' local chairmen. The March 23, 1950 letter states, in part, as follows:

"The servicing, maintaining and repairing of electric drinking fountains at North Little Rock Shops will be handled in accordance with past practice, i.e. Electrician Craft will maintain and repair all electrical equipment, compressors, will also connect and disconnect refrigeration lines and water supply lines inside cabinet ..."

It is the Carrier's position that the letter of March 23, 1950 sets forth the practice on water coolers and that this practice was thereafter followed on all cooling devices. The Carrier also asserts that the claim is improper because compensation at the punitive rate is sought for employes who performed none of the work claimed.

The Sheet Metal Workers, Petitioner in the instant claim, assert that the work in question belongs to them pursuant to Rule 97. Classification of Work Rule, while the Carrier contends that a past practice has been established whereby this work has been performed by the Electricians. The Electricians, the third party in the instant dispute, also contend that the work was properly assigned to them in accordance with past practice and the letter of March 23, 1950. The Carrier further maintains that this issue was decided in Award No. 6924 between the same parties hereto.

In the instant claim the work involved disconnecting the freon gas piping from compressor to condensor coil, replacing the compressor and cutting, fitting and silver soldering various lengths of copper pipe. However, the letter of March 23, 1950 applies to the servicing, maintaining and repairing of electric drinking fountains at North Little Rock Shops. Such work was not involved in the instant dispute. Furthermore, the work involved in Award No. 6924 is also distinguishable from that work involved in the instant claim. In Award No. 6924, an electrician disconnected refrigerating coils from a degreasing machine and removed the coils. The Board there correctly held that this was work reserved to the Electrician Craft by virtue of the letter dated March 23, 1950. However, the work involved here, i.e. replacing a compressor on a three (3) ton air-conditioning unit, was not covered by that letter.

It is thus manifestly clear that the work involved in the instant claim is distinguishable from the work that was involved in either Award No. 6924 on Mr. Whalen's letter of March 23, 1950. In fact, the work in dispute here clearly belongs to the Sheet Metal Workers under the provisions of Rule 97 of the controlling Agreement. Rule 97, Sheet Metal Workers' Classification of Work Rule, clearly states that the work of "... fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes" is recognized as Sheet Metal Workers' Work.

In the instant claim, employes of the Electricians' craft disconnected the freon gas piping from the compressor to condensor coils, charged the compressor and cut, fit and silver soldered various lengths of pipe in

connecting the new compressor. Rule 97 of the controlling Agreement explicitly covers the piping work involved in the instant dispute, and accordingly, it belongs to the Sheet Metal Workers.

Therefore, inasmuch as the Claimants were deprived of work contractually reserved them by Rule 97, we shall sustain part (1) of the claim as per Findings. However, in keeping with numerous awards of this and other Divisions of the Adjustment Board, we find that the pro rata rate is the proper rate in claims such as the one at hand where work was not performed. Thus, we shall sustain Part (2) of the claim at the pro rata rate, and not at the punitive rate as claimed.

A W A R D

Claim (1) sustained.

Claim (2) sustained at the pro rata rate of pay.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By _____
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 28th day of June, 1978.

CARRIER MEMBERS' DISSENT TO SECOND DIVISION AWARD 7579

(Referee Theodore O'Brien)

This decision is erroneous and in derogation of our functions and jurisdiction under the Railway Labor Act.

The dispute in this case involved the utilization of electrical workers to remove a compressor from an air conditioner for examination and to determine whether the compressor should be repaired or replaced. The compressor was, based on their evaluation, replaced, and incidental to this work was certain piping work as outlined on page 1 of the award. The Petitioner made it clear, during both the Referee Hearing and the Panel Argument, that they were laying claim to the piping work involved in connection with this process.

For the following reasons, we register a vigorous dissent.

I. The Referee Hearing

Pursuant to the request of Petitioner, a Referee Hearing was scheduled and Petitioner was represented by a Vice President. While we realize that in arguing cases, emotions sometimes naturally show and such feelings affect the presentation of a case, we believe the conduct of the Petitioner during the hearing departed from a normal, emotionally driven argument to a point where it affected the rationality and objectivity of the

majority in reaching a decision. In fact, it seems to us that apparently, this conduct was aimed at coercingly influencing the neutral member of the Board. While we are reluctant to make such an allegation, the fact that the Board several times requested the Petitioner's representative to control himself and once requested him and all parties to leave the hearing room for an executive session seems to confirm our opinion that this behaviour was not that expected of a labor relations professionnal. Again, we do not fault the Petitioner for vigorous and skillful pursuit of his case, but suggest strongly that in this case, such an objective could have been pursued without the conduct employed.

II. This Claim was Clearly Barred by the Time Limits and Should Have Been Dismissed on this Basis.

During the handling of the claim on the property and before this Board, Carrier maintained steadfastly to the position that the Petitioner had failed to timely appeal this dispute under the provisions of Article V of the August 21, 1954 National Agreement. The facts in regard to this matter were that Carrier's terminal master mechanic declined the claim on July 10, 1975. Thereafter, the Organization's General Chairman did not file an appeal of this claim until September 10, 1975 - which was the post mark on the

envelope enclosing the appeal letter. September 10, 1975 was beyond the sixty (60) day period provided for in Article V for the appeal of grievances and the claim should have been dismissed solely on this basis, without considering the merits. Carrier's presentation to the Board, and decisions furnished the Referee, decisively pointed to the fact that in disputes such as this, the date of post mark governs. For example, in Third Division Award 14965, Referee George Ives held:

> "Awards have held that the Carrier must stop the running of the time limit by mailing or posting the notice required within the 60 days of the date that the claim was received. (Award 11575 and Second Division Award 3656). Here, the Carrier responded to the appeal within the sixty day period and the dispute is properly before us on its merits."

Award 11575 of the Third Division (Hall):

> "Article V of the Agreement dated August 21, 1954 was agreed to for the purpose of expediting the progressing of claims or grievances. With that in mind, certain time limits were provided for. In 1 (a) of Article V it is quite evident that it was the intention of the parties that the 60 day time limit provided for would start to run from the day claim was received and filed by the Carrier--that, obviously would be the first time that the officer of the Carrier would have knowledge of it. Proceeding further in our consideration of 1 (a), it clearly appears that the Carrier must stop the running of the time limit of 60 days by notifying within the 60 day limit whoever files the claim of the disallowance of same. That can be accomplished by <u>mailing or posting</u> the notice required within 60 days of the date that the claim was received. The employe presenting the claim then, under 1 (b) would have 60 days to appeal from the officer's decision from the date of the receipt of the notice of disallowance."

Notwithstanding the foregoing, the Majority considered the date of September 8, 1975, the date the letter was written appealing the case, as the date of the appeal. In the face of evidence of the postmarked letter envelope - which was dated September 10, 1975 - this conclusion was clearly erroneous under the authority cited the Referee. Time limits, like other provisions of the agreement, must be applied as they are written - they are not subject to an interpretation based on equity:

Second Division Award 6383 (Lieberman):

> "On September 23, 1970, the General Chairman wrote to the District Master Mechanic...and we find that this letter constituted a claim under Rule 34 (a). There was no reply from the Carrier disallowing the claim within the sixty day period following its receipt, as required by the Rule. Time limit rules in collective bargaining agreements are as significant as any other rules; they must be interpreted literally and followed exactly by both parties. This Board has held on many occasions that failure to abide by such time limit rules is sufficient reason for either rejecting or affirming claims without reaching the merits. (See Awards 2268 and 5693, for example). For the reasons indicated above, we therefore sustain the claim."

Third Division Award 19663 (Brent):

> "It is clear from the record that the claim for compensation was not timely filed by the Organization as it was filed sixty-one days after December 12, 1969, and was filed with the wrong officer of the Carrier.
>
> This Board has held in the past that claims that are filed late or claims that are filed with the wrong officer of the

of the Carrier are not procedurally correct and must be dismissed."

Third Division Award 21018:

"It is well established that a Claim which has not been progressed in accordance with the Agreement does not meet the requirements of the Railway Labor Act and this Board lacks jurisdiction to consider it. In one of a large number of Awards on this subject, Awards 12767, we said:

'...the Board finds that in order to have avoided the time limitations, the Organization must have filed its appeal before midnight on January 31, 1960, and the claim is therefore barred.'

Similarly, in this case, the Organization was simply at least one day too late. The inescapable conclusion is that the Board has no jurisdiction over this dispute."

Third Division Award 18352:

"We have consistently held that an employe who has failed to initiate action within the time limitations fixed in an agree- is barred from initiating an action at a later date. Satisfaction of identified action within the fixed agreed upon time limitations is mandatory as to each of the parties. Time limitations set by contractual agreement have the same force and effect as those found in statutes and court rules - a party failing to comply by non-feasance finds himself hoisted by his own petard."

Third Division Award 21996 (Sickles):

"Quite recently, this Division adopted Award 21873 which cited, with favor, Award 21675. There it was determined that:

'...time limit provisions are to be applied as written by the parties and that any deviation from this principle would amount to rewriting the parties' Agreement, which no third party is empowered to do.'

III. This Claim Should Have Been Denied or Dismissed on the Basis of Past Practice at this Point on Carrier's System and on the Basis of Previous Decisions of This Board involving these Same Parties and Same Location.

There was in evidence in this case a letter of March 23, 1950 from Carrier's then Shop Superintendent at North Little Rock, Mr. Whelan, addressed to the local chairmen of the Sheet Metal Workers and the Electricians which read as follows:

"North Little Rock - March 23, 1950
File 2801

Mr. W. J. Lyons
Mr. S. B. Shock

Confirming verbal instructions in meeting in my office with Electrician Craft (Messrs. Lyons, Smith & Driskill) and Sheet Metal Worker Craft (Messrs. Shock, Roebling and Hammonds) present:

The servicing, maintaining and repairing of electric drinking fountains at North Little Rock Shops will be handled in accordance with past practice, i.e., Electrician Craft will maintain and repair all electrical equipment, compressors, will also connect and disconnect refrigeration lines and water supply lines inside cabinet in performing this work and to remove and replace coils. (Emphasis added)

Sheet Metal Workers Craft will maintain and repair all sheet metal work, will repair coils when necessary to remove and will also gas the boxes when necessary.

/s/ John Whalen"

It will be noted that this letter addressed itself to the problem of who would perform work on electric drinking fountains

at North Little Rock Shops, and Mr. Whalen resolved this matter with the two local chairman by assigning the work "...in accordance with past practice." Thus, the letter of understanding, while addressing itself to the immediate problem of water coolers, resolved the matter on the basis of past practice, to wit:

> "Electrician Craft will maintain and repair all electrical equipment, compressors, will also connect and disconnect refrigeration lines and water supply lines inside cabinet in performing this work and to remove and replace coils."

The record of this case contained no evidence that either the Sheet Metal Workers or Electricians had ever protested this letter or <u>any contents</u> thereof. The record <u>did contain</u> evidence submitted by Carrier and the Electrical workers that such work had been assigned to them for the past 27 years, and the record also contained reference to Second Division Award 6924, involving these same parties and same location. In that case, Referee Zumas wrote:

> "This is a claim by a sheet metal worker that arose when an electrician assigned to the Electrical Shop at North Little Rock disconnected refrigerating coils from a degreasing machine and removed the coils. The Sheet Metal Workers contend that this was work belonging to that Organization.
>
> There is no question that the electrician melted the solder joints to remove the coils and resoldered the joints to reconnect the coils; no repair work was performed on the coils themselves."

After quoting the March 23, 1950 letter from Mr. Whalen, supra, Referee Zumas affirmed the past practice at North Little Rock and found that it applied to this dispute. Again, we emphasize that the work in dispute was performed on a degreasing machine, and not an electric drinking fountain. In conclusion, Referee Zumas held:

> "Carrier contends that there has been a past practice of long standing to divide the work on cooling devices between sheet metal workers and electricians. Evidence of such practice is a letter addressed to the local chairman of the two crafts dated March 23, 1950 that reads as follows:
>
> * * * * * * * * * * * * * * *
>
> Under the circumstances, the Board finds that the claim is without merit and must be denied." (Underscoring supplied)

It will be noted that the decision of Referee Zumas recognized that the past practice at North Little Rock was in relation to "cooling devices" - plainly and simply, nothing more and nothing less. If an air conditioner is not a good example of a cooling device, then we submit a total loss as to what is.

As we said, there was nothing in the record which indicated that either organization party to the March 23, 1950 letter took any exception, whatsoever, to the past practice referred to therein or to the allocation of work accomplished therein. To take the first exception to it some twenty years thereafter is clearly not

timely and does not refute or set aside the past practice which has, just like the written terms of a labor contract, become a part of the agreement between the parties. This point was well recognized by Referee Zumas in Award 6924 and should have been followed here. During the Referee Hearing, there were various statements concerning the personality of Mr. Whelan and the intent of his March 23, 1950 letter which were made by Petitioner. Not only were these statements without support from the record, but they also did not deny the existence of the past practice.

In summary, nothing was presented which could have established that (1) the past practice did not exist and (2) that Award 6924 was erroneous or was not controlling in this case - and we reiterate - that decision covered the very same work as was involved here - albeit on a different type of "cooling device".

This being the case, the Majority should have recognized the past practice, as affirmed in Award 6924. The principle of "Res Judicata" was clearly applicable, as was called to the Referee's attention, and should have been followed:

Fourth Division Award 993 (Ferguson):

"The Carrier on its part argues res judicata. From a review of the record, we believe that the instant claim

> contains the elements to support the argument, i.e., the same parties, base their present demand for the same relief, on the same facts, and the same contractual rights as were raised in Docket No. 823, Award No. 830.
>
> We are of the opinion that we do not have, and should not assume, the power to try the same issues again or to declare a previous award to be in error. Such a ruling would destroy the entire purpose of the Railway Labor Act and would nullify the final and binding provisions of Section 3 First (m)."

See also Third Division Awards 18315 (Criswell), 20455 (Blackwell), 20542 (Eischen) and 21184 (Lieberman).

The decision in Award 7579 was erroneous: (1) We had no jurisdiction to consider the merits since it was barred by the time limits and (2) the findings on the merits were wrong and without foundation in light of the clear past practice and the findings of Award 6924.

We again register our vigorous dissent.

J.W. Gohmann

B.K. Tucker

G.H. Vernon

J.E. Mason

LABOR MEMBER'S RESPONSE TO CARRIER MEMBERS'

DISSENT TO AWARD NO. 7579, DOCKET NO. 7337-T

In reviewing Carrier Members' dissent to Second Division Award No. 7579 we find there are so many discrepancies and downright fictitious statements that we have no recourse but to go on record and refute their dissent.

Under Item 1 captioned "The Referee Hearing", Carrier referring to the Vice President of the Sheet Metal Workers states:

> "While we realize that in arguing cases, emotions sometimes naturally show and such feelings affect the presentation of a case, we believe the conduct of the Petitioner during the hearing departed from a normal, emotionally driven argument to a point where it affected the rationality and objectivity of the majority in reaching a decision. In fact, it seems to us that apparently, this conduct was aimed at coercingly influencing the neutral member of the Board.----"

The Vice President referred to is Mr. Richard E. Martin and as a point of information Mr. Martin not only worked as a sheet metal worker for this Carrier at North Little Rock, Arkansas, but served as Local Chairman, Vice General Chairman and General Chairman over a period of some twenty-odd years and because of his first-hand knowledge of the work in question there was no one better qualified to present our case to the Board.

If he did display emotion it was to defend our case against the prevaracations being submitted by Carrier representatives as fact. The only reason we can see for Carrier objecting to Mr. Martin's presence at the hearing was because they were well aware that he was the most knowledgeable adversary to oppose their try to convince the Board to take work which rightfully belonged to the Sheet Metal Workers and literally give it to another craft (electricians).

In Item II Carrier Members continue, as they did in their Submission and Rebuttal, to contend that this case was barred by the time limit and go into a long dissertation involving quoting of numerous awards in various cases to try to substantiate their plea. However, while these awards would be valid in the specific cases quoted, they would have absolutely no bearing in the instant case. We are confident, as we are sure the Carrier Members are, that the Board, including the neutral member, looked very closely at this aspect of the case and reviewed thoroughly the correspomdence file to make sure that no discrepancy occurred and that there was absolutely no violation of the time limit rule (Rule 31). In our opinion, Carrier Members cry of complaint concerning Rule 31 can be considered as nothing more than a hope that they could have the case dismissed on that basis because they knew that the rules of the agreement and past practice supported every contention of the Employes that this was work belonging to them and to no one else.

Under Item III of their dissent Carrier Members again quote Shop Superintendent John Whalen's letter of March 23, 1950, intimating that Mr. Whalen's letter is the Magna Carta of the electricians' right to the work. Nothing could be further from the truth. Sheet Metal Workers were never signatory to such an agreement because they would never consent to giving their work to another craft, and we refer you to the Memorandum of Agreement of November 1, 1955, copy attached, entered into by then Chief Personnel Officer for Missouri Pacific Railroad, Mr. T. Short, General Chairman of Maintenance of Way Employes, Mr. C. L. Lambert, and Mr. Richard E. Martin, then General Chairman for Sheet Metal Workers, and we direct your specific attention to Section (g), which reads:

"(g) "Plumbing Work"------This term covers work in connection with sanitary installations, such as water and soil pipes, baths, wash basins, water closets, urinals, hot water and drinking water facilities and their fittings - or work normally performed under the supervision of a registered plumber. (Sheet Metal Workers will do all the "maintenance work in connection with drinking fountains, such as cleaning and blowing of coils, installing new or repaired coils, removing, repairing or replacements to outside coverings or casings. Maintenance of Way forces will maintain cold water and drain pipe to drinking fountains, also install, remove or replace any drinking fountain. This will not prevent the Sheet Metal Workers from disconnecting drinking fountains to make necessary repairs and to make connections after the repairs are made)."

Carrier Members also contend that at no time did the Sheet Metal Workers or Electricians ever protest Mr. Whalen's letter. Since it was not a bona fide agreement and since the Sheet Metal Workers never agreed to such allocation of work, there was no need at that point in time to make protest, however, when the Carrier tried to make Mr. Whalen's letter an instrument of agreement the Sheet Metal Workers vigorously protested.

On Page 7 of their dissent Carrier Members again insist that Second Division Award 6924 involved a case parallel to the instant case. Again, nothing could be further from the truth. Award 6924 involved vapor cones - not air conditioning, which is the work involved in Award 7579. The ruling of the Board in Award 7579 was correct as it was in companion Awards 6774, 6775, 6776 and 6777.

On Page 8 and 9 of their dissent Carrier Members again refer to Mr. Whalen's letter and in conjunction with what we said previously we wish to reiterate that Mr. Whalen's letter did not constitute an agreement of any kind and while it referred to water coolers it in no way

referred to air conditioners.

In summary we wish to state:

1) This case was timely progressed in line with Rule 31 of the agreement.

2) Award 6924 upon which Carrier relies so heavily has no bearing whatsoever in the instant case - that award involved vapor cones - not air conditioning;

3) Mr. whalen's letter has no effect on the instant case because it was never agreed to by the Sheet Metal Workers - also his letter referred to water coolers - not air conditioners;

4) Awards 2898, 6774, 6775, 6776, 6777 and now Award 7579 clearly establish beyond all question that this is work belonging to Sheet Metal Workers;

5) The ruling by the Board in Award 7579 is in all way correct.

M. J. Cullen
Labor Member

MEMORANDUM OF UNDERSTANDING
Between the
MISSOURI PACIFIC RAILROAD COMPANY
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
and
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

To eliminate disputes between employes represented by the Brotherhood of Maintenance of Way Employes and those represented by the Sheet Metal Workers International Association based on allocation of work, it is agreed:

1. From date of this MEMORANDUM, pipe work is not to be allocated according to so-called past practice.

2. From date of this MEMORANDUM, pipe work will be allocated in the following manner:

(A) Shops and enginehouses where Sheet Metal Workers are employed.

1. Original installations and removals in case of abandonment of all or a part of pipe line systems ---------- MofW Forces

(Original installation or abandonment of a part of a pipe line system as referred to herein does not include connections or extensions from the mainsystem to machines, etc., but refers to original installation of an extension of the main system or removal in case of abandonment of a part of the main system.

A drop which supplies only one unit, such as a machine, pump or vat, shall not be considered as a part of a pipe line system.

A drop from a pipe line system to an individual unit, such as a machine, pump or vat, is work that is to be performed by sheet metal workers, but this shall not include the tee or other outlet where connection is to be made to the pipe line system when the same is put in at the time of original installation, or extension of the pipe line system, which is work of maintenance of way employes.

It is further understood that where a drop comes off the pipe line system and a number of units, such as machines, pumps or vats should be connected to it, they will be considered the same as one unit connected to the drop. In other words, if the drop coming off the main line system does not form a continuation of the pipe line system it will be considered sheet metal workers work regardless of the number of units that are connected to the drop).

2. All maintenance, replacements. and relocations inside of buildings - above ground or floor line ---------- Sh. Metal Wkrs.
(The language all maintenance, replacements and relocations inside of buildings - above ground or floor line is intended to mean: That any and all such mentioned work shall be done by Sheet Metal Workers, except work below ground, which will be done by the Maintenance of Way Forces).

3. All installations, maintenance, replacements, relocations, and removals outside of buildings above and below ground, and inside buildings below ground or floor line ---------- - MofW Forces

4. All installations, maintenance, replacements, relocations and removals of all plumbing work in connection with heating plants, drinking water supplies, washrooms, and toilet facilities, wherever located ---------- MofW Forces

5. (a) The making, when done in shops, repair, maintenance and installation of all heating units and their appurtenances after Maintenance of Way Forces have installed the main pipe line system ---------- Sh. Metal Wkrs.

(b) The installation of heating units and their appurtenances in new construction where no Sheet Metal Workers are employed -------- MofW Forces

(B) Power plants at St. Louis, Dupo, Poplar Bluff, DeSoto, Paragould, McGehee, Monroe, Alexandria, Little Rock, North Little Rock, Sedalia, Kansas City, Osawatomie, Omaha.

1. (a) All pipe work in power plant buildings except lead caulked cast iron pipe and fittings, and all underground lines ---------- Sh. Metal Wkrs.

(b) Installation and maintenance of lead caulked cast iron pipe and fittings, all underground pipe lines and plumbing covered in (A-4) ---------- MofW Forces

2. All installations, maintenance, replacements, relocations and removals outside buildings -------- M of W Forces

(C) All points other than at power plants, shops and enginehouses.

1. All installations, maintenance, replacements, relocations and removals ---------- M of W Forces

3. This agreement is not to be construed as being in conflict with the memorandum of April 7, 1950, covering the matter of installation, relocation, repairing and testing of oxygen-acetylene facilities in the shops at Kansas City (East Bottoms), Sedalia, St. Louis, DeSoto and North Little Rock.

4. Interpretation of Terms uses in this Memorandum.

(a) "Shops and Enginehouses" ------ Within shops grounds or mechanical facilities. Buildings, such as backshops, diesel shops, roundhouses, Car Dept. buildings or any additions, partitions or extensions to such buildings where mechanical forces are employed, but this does not include office buildings, store rooms or buildings in which maintenance of Way forces are employed. This will not prevent the Sheet Metal Workers from performing work on space set apart in buildings to house the General Foreman or other mechanical officers. (It is understood that the wording "forces are employed" means in buildings ordinarily considered as their respective shops or building as spelled out in interpretation).

(b) "Below ground or floor level"---------- Does not mean pipes in basements or open troughs in floors.

(c) "Outside of buildings" ------ Is not to be contrued as being in conflict with Sheet Metal Workers' agreement covering work in the Maintenance of Equipment Dept.

(d) "Power Plants" ---------- At points specified in Memorandum is self-explanatory.

(e) "All points other than at --- Power Plants, Shops and Enginehouses" Defined as outside of shop grounds or mechanical facilities such as freight houses, depots - and all other buildings and pipe work not under the jurisdiction of Mechanical Dept.

(f) "Pipe Work" ---------- This term embraces metal pipe, fittings, valves, appurtenances, and coverings therefor, also metal pipe hangers and supports, but does not include sanitary toilet facilities.

(g) "Plumbing Work" --------- This term covers work in connection with sanitary installations, such as water and soil pipes, baths, wash basins, water closets, urinals, hot water and drinking water facilities and their fittings - or work normally performed under the supervision of a registered plumber. (Sheet Metal Workers will do all the maintenance work in connection with drinking fountains, such as cleaning and blowing of coils, installing new or repaired coils, removing, repairing or replacements to outside coverings or casings. Maintenance of Way forces will maintain cold water and drain pipe to drinking fountains, also install, remove or replace any drinking fountain. This will not prevent the Sheet Metal Workers from disconnecting drinking fountains to make necessary repairs and to make connections after the repairs are made).

This agreement entered into this 1st day of November, 1955, and shall continue in effect until changed in accordance with the procedure required by the Railway Labor Act.

This agreement cancels agreement of October 28, 1952.

For the Employes:

/S/ C. L. Lambert
General Chairman -
Brotherhood of Maintenance of Way Employes.

/S/ R. E. Martin
General Chairman -
Sheet Metal Workers International Association.

For the Carrier:

/S/ T. Short
Chief Personnel Officer

Files 247-2331; 247-3038; 716-15