

The Third Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

(Brotherhood of Maintenance of Way Employes  
PARTIES TO DISPUTE: (  
(Duluth, Missabe and Iron Range Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it assigned Proctor Roundhouse pipefitters instead of B&B Composite Mechanics T. J. Bijold, G. M. Sjoquist and G. W. Jones to remove, install and maintain air line fittings at Dock 6 of the Duluth Ore Docks on January 27 and February 2, 1987.

(2) Messrs. Bijold and Sjoquist shall be allowed eight (8) hours of pay and Mr. Jones shall be allowed two (2) hours of pay at the straight time composite rate because of the violation noted above."

FINDINGS:

The Third 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 employes 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 waived right of appearance at hearing thereon.

As Third Party in Interest, the Sheet Metal Workers Association was advised of the pendency of this dispute and filed a Submission with the Division.

The basic facts of this case are set forth as follows: On January 27 and February 21, 1987, respectively, two pipefitters performed work in connection with fabricating and installing an air reducer valve at the docks. Specifically, said employees installed a new air pressure valve in an existing air line on Duluth Dock No. 6 and removed an old pressure reducing valve from between Tracks 1 and 3 on the same ship loader dock. It was the Organization's position that under the Classification of Work Rule (Rule 26) said work accrued to B & B forces and accordingly, a Claim was filed for the time said work was performed by the pipefitters. The applicable portion of Rule 26 is cited as follows:

"(e) An employee assigned to the construction, maintenance, repairing or dismantling of all facilities used in the maintenance of necessary fuel, water, steam, oil, gas, air or sanding facilities, or other work heretofore performed by them, shall constitute a plumber."

Also, the Organization referenced Supplement No. 9 Jurisdiction of Work - Maintenance of Way - ORE Dock Employees as controlling: This Supplement reads:

"AIR LINES

Sheet Metal Workers will install, maintain and relocate air lines, except that:

1. B & B Employees will install, maintain and relocate air lines on the ore docks, from the point where they branch off the main air line under the dock at Two Harbors.
2. B & B Employees will install, maintain and relocate air lines from compressor to and including ore docks at Duluth.
3. B & B employees will install, maintain and relocate temporary air lines used in their construction, maintenance, and painting work where portable compressors are used.

(It is not intended that B & B Employees can lay temporary pipes from air lines maintained by Sheet Metal Workers.)"

In response, while Carrier concedes that B & B forces are entitled to perform work that involves the installation, maintenance and relocation of air lines, it asserts that the Agreement Rule does contain language that relates to the manufacture and transportation of the parts to the job site. It acknowledged that utilization of pipefitters to install the valve and lines violated Rule 26, but it disclaimed that the manufacturing of parts was covered by this Rule. Further, it contends that the monetary penalty requested by the Organization was excessive, since the amount of time expended by the pipefitters actually installing the valves and pipes totaled nine hours. It was this point that remained at issue between the parties.

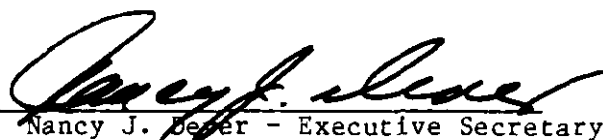
In considering this case, there is no dispute regarding the improper utilization of pipefitters to perform Agreement protected work, namely the installation of a new air pressure reducing valve on Duluth Dock No. 6, the removal of an old air pressure reducing valve from between Tracks 1 and 3, and the reconnection of air lines to the air compressor on the dock. This work involved installation and thus was covered by the Classification of Work Rule and Supplement No. 9. Even the pipefitters utilized acknowledged that they performed installation work. Since the Organization in its letter of July 4, 1987, limited the Claim to encompassing only installation work and since there has been no evidence showing that the actual installation time was less than this amount, the Board must find for the Organization. Claimants G. M. Sjoquist and T. J. Bijold shall be paid 7 1/2 hours at the composite rate and Claimant G. W. Jones shall be paid 2 hours at the same rate.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. DeSer - Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1990.