

Award No. 2330

Docket No. 2143

2-UP-SM-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 105, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Sheet Metal Workers)**

UNION PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current Agreements the Carrier did not properly compensate Water Service Gang No. 1252, consisting of Sheet Metal Workers Ennis L. Hoopes, Clifford L. Mortensen, J. R. Mathews, William L. Grace and Robert M. Gillis, for actual necessary expenses beginning July 9, 1954 to about October 15, 1954.

2. That accordingly the Carrier be ordered to reimburse these employees for actual expenses incurred while temporarily performing work off their seniority district.

EMPLOYEES' STATEMENT OF FACTS: Ennis L. Hoopes, Clifford L. Mortensen, J. R. Mathews, William L. Grace and Robert M. Gillis, hereinafter referred to as the claimants, are employed by the Union Pacific Railroad Company, hereinafter referred to as the carrier, as sheet metal workers—water service and helpers—in the engineering and maintenance department. The claimants are employed on the carrier's California-Utah Division—Los Angeles to Salt Lake City.

The seniority district on the California-Utah Division does not include Salt Lake City and runs only as far east as Eureka and Provo, Utah. Salt Lake City falls within the seniority district of the Idaho-Utah Division—Sandy to Silver Bow.

Submitted herewith and identified as Exhibit C, is a map of the Union Pacific Railroad showing the locations of the cities falling within the respective seniority districts.

The carrier had under construction a new diesel shop at Salt Lake City. On or about July 9, 1954, the carrier ordered the claimants, who are known on the carrier's property as Water Service Gang 1252, to report to Salt Lake City to assist in the construction of the new diesel shop, performing the following items of work:

“Installing water lines for locker rooms, toilet facilities, drinking purposes, filling Diesel engines, etc. Steam lines for heating and

It is a matter of practice for carrier to move road gangs temporarily off of their seniority districts and such practice has not heretofore been the subject of protest from the organization.

During the years 1951 and 1952, carrier was in the process of constructing a new terminal at Hinkle, Oregon, Water Service Gang 731 (Foreman M. T. Childers). The employes on this gang were on the Oregon Division Seniority District involving the territory from Seattle to Portland and to Huntington.

At the same time, the carrier was constructing new section facilities at Cold Springs on the line of railroad from Hinkle to Wallula. The facilities at Cold Springs were located on the old Washington Division Seniority District for water service employes which includes all main line and branches from Hinkle to Spokane. At this same time, there was considerable water service work to be accomplished and all of the water service gangs on the old Washington Seniority District were at that time fully occupied on other important work at various locations on the old Washington Division.

The carrier therefore utilized the forces on this Oregon Division, Water Service Gang 731, to construct the new facilities at Cold Springs, which were located entirely off their seniority district. Gang 731 worked off their seniority district during the months of September, October and November, 1951, as well as during the months of February, March and April, 1952. The facilities at Cold Springs were completed April 18, 1952. No protest whatsoever was received from the organization and no claims for expenses for such employes were filed.

POSITION OF CARRIER: There is no basis for the instant claim which, according to the organization, is premised upon Rule 12 of the effective agreement. Rule 12 is not applicable. On the contrary, Water Service Gang 1252 was duly established as a road gang and the employes therein, claimants here, are covered by Rule 14 of the agreement which provides that an outfit car shall "be considered a home station."

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.

This claim is made in behalf of Sheet Metal Workers Ennis L. Hoopes, Clifford L. Mortensen, J. R. Mathews, William L. Grace and Robert M. Gillis, all members of carrier's Water Service Gang No. 1252, for actual necessary expenses (meals) while they were working for carrier at Salt Lake City, Utah during the period from July 9 to October 15, 1954. We are asked to order carrier to reimburse these employes for these expenses, which they claim were necessarily incurred while they were temporarily performing work off of their seniority district.

The pay of Water Service Gang No. 1252, regularly established by carrier as a road gang, was fixed by Rule 14 of the parties' agreement effective September 1, 1949. Since this gang was used to perform water service work, the special agreements of the parties entered into on March 27, 1935 and January 6, 1936 have application. The agreement of March 27, 1935 provides that the seniority of employes classified and paid as "sheet metal workers—water service" shall be restricted to the division or district on which employed and when used to do road work the agreement of January 6, 1936 provides that their home point may be designated as "cars equipped for sleeping and eating."

Claimants had their own regular outfit car, which was their home point or station.

Gang 1252, consisting of sheet metal workers—water service employees and helpers, was established on carrier's California-Utah Division and all of the members thereof had seniority on the roster covering that division. This division did not include Salt Lake City, which was on carrier's Idaho-Utah division. In 1954 carrier was constructing a new Diesel shop at Salt Lake City. Water service work in connection with the construction thereof fell behind schedule so carrier brought the members of Gang 1252 to Salt Lake City. There they worked at that service during the time for which this claim is made, returning to their own division on October 15, 1954. During this time carrier brought claimants' outfit car to Salt Lake City for their use. It is carrier's thought that under the provisions of Rule 14 of the parties' agreement effective September 1, 1949 and part 1 of the special agreement of January 6, 1936, it was not required to furnish claimants their meals because the outfit car was their home point or station. If these provisions were applicable we would be inclined to agree, but we find no provision that authorizes the use of this gang, as such, outside of the division on which it was established and certainly the members thereof had no seniority beyond the limits thereof. Likewise no provision is pointed out in any of the parties' agreements, nor have we found any, that gave carrier the right to establish a home point or station for this gang, or the members thereof, beyond the limits of the division on which they hold their seniority. In this respect we think Paragraph 2 of the special agreement of January 6, 1936 does not authorize the use of employees covered thereby outside of the division on which a gang is established but, if it did, it would support the claim here made.

We are satisfied that when carrier used these employees at Salt Lake City it was using them at an outlying point or shop on the basis of a temporary transfer, as Rule 12 of the parties' effective agreement contemplates it may do. Under such circumstances, when meals are not provided, the actual necessary expenses an employee has in connection with procuring them will be reimbursed. In view of that fact we find the claim here made should be sustained.

AWARD

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of November, 1956.