

**Award No. 3667**

**Docket No. 3543**

**2-GN-EW-'61**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)**

**GREAT NORTHERN RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** That Lineman Ervin Lueze was unjustly treated and the provisions of the current agreement were violated when the sum of \$48.80 was deducted from his expense account for the month of July 1958.

That accordingly the carrier be ordered to reimburse Lineman Ervin Lueze in the amount of \$48.80 for additional expenses for the month of July 1958.

**EMPLOYEES' STATEMENT OF FACTS:** Ervin Lueze, hereinafter referred to as the claimant, is employed as Crew Lineman in the Telegraph and Telephone Department of the Great Northern Railway Company, hereinafter referred to as the carrier.

The Claimant's name is carried on the seniority roster of Class 5 Crew Linemen on lines east (of Williston, N. D.). His seniority date is July 1, 1957. The claimant was furloughed effective May 29, 1958.

On July 21, 1958, the claimant was recalled to service and assigned to assist the District Lineman with headquarters at Minneapolis, Minn. He was compensated for this service at the applicable rate of pay established for Crew Linemen in the current agreement.

The claimant submitted an expense account covering personal expenses for the period of July 21, 1958 through July 31, 1958, amounting to \$50.05. The carrier reimbursed him for the amount of \$1.25, having deducted the amount of \$48.80.

The dispute was handled with all carrier officials designated to handle such matters, all of whom declined to adjust the matter.

straight time rate for straight time hours and overtime rates for overtime hours for all time waiting or traveling.

**“\* \* \* Where meals and lodging are not provided by railroad, actual necessary expenses will be allowed. \* \* \*”** (Emphasis added)

In the instant case, claimant was recalled from furlough to assist a district lineman Class 2 whose headquarters were at Minneapolis, and he (claimant) was not recalled from furlough to perform service as a crew lineman in a communication crew quartered in outfit cars. It would have been impossible for carrier to assign claimant to a communication crew headquartered in outfit cars for reason that all communication crews headquartered in outfit cars on Lines East were abolished effective May 29. Further, claimant was advised at the time that he was recalled from furlough that he was assigned to assist the district lineman whose headquarters were Minneapolis and that he (claimant) would also have Minneapolis as his headquarters. Claimant was also advised that, while he was headquartered at Minneapolis and working at Minneapolis, he would not receive expenses during the time he performed service at that point.

Carrier submits that: since claimant was assigned to perform service at Minneapolis; since Minneapolis was his assigned headquarters point; since claimant was advised that he would not receive expenses while at headquarters; since there is no Schedule Rule in the controlling agreement which would require Carrier to pay claimant's expenses for service performed at his assigned headquarters point; it is obvious that the instant claim is entirely devoid of any merit whatsoever and must 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 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.

Claimant held seniority as Crew Lineman, Class 5. This was defined in the agreement as “an employe qualified and assigned to a specific outfit and to construct, maintain and repair pole lines \* \* \* under supervision of a crew foreman.”

Claimant was recalled to service from furloughed status and assigned to assist a District Lineman, Class 2, with headquarters at Minneapolis, and paid Crew Lineman's rate. His assigned work was at Minneapolis. The applicable rule requires that hourly rated employes when called for service away from headquarters will be allowed necessary expenses when meals and lodging are not provided by the Railroad. The Employes base the claim on the fact that there was only one crew of Crew Linemen, Class 5, then working; that this crew had a truck as headquarters and their meals and lodging were being paid for by Carrier, and contend that claimant under the definition above quoted, must be considered as a member of that crew.

Claimant was not recalled for service as a Crew Lineman but as Assistant to a District Lineman, with headquarters at Minneapolis, and he was not called for service away from his headquarters. He was not entitled to expense of meals and lodging. The question whether he was used permissibly for service as Assistant to a District Lineman, or was properly paid therefor has not been presented to us.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 1st day of February 1961.