

Award No. 2821
Docket No. 2599
2-GN-EW-'58

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Electrical Workers)

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier has improperly assigned Student Lineman James A. Sams to perform Lineman's work and further denied him the Lineman's rate of pay.

2. That, accordingly, the Carrier be ordered to pay James A. Sams the difference between Lineman's rate and Student Lineman's rate for the following dates:

For the month of December; December 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 27, 28, 29 and 30, 1955.

For the month of January, 1956; January 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30 and 31st.

For the month of February, 1956; February 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 24, 27, 28 and 29th.

For the month of March, 1956; March 1, 2, 5, 6, 7, 8, 9, 12, 13, 14 and 15th.

EMPLOYEES' STATEMENT OF FACTS: James A. Sams, hereinafter referred to as the claimant, was appointed a trainee on the Great Northern Railway Company, hereinafter referred to as the carrier, in Class 5 (crew lineman), in accordance with paragraph A of Rule 55, on or about May 15, 1955. Claimant's original assignment was in the telegraph crew of which Mr. L. A. Wagner was the foreman.

On or about November 1, 1955, claimant was transferred to the truck crew on lines west for further training under the supervision of Foreman A. H. Amundson. During the month of November, claimant trained to drive the

3. Claimant was paid the trainee rate of pay for all services he rendered during his training period, (255 days), per the provisions of Rule 55, and was not entitled to be compensated any other rate of pay while he was still enjoying the status of a student lineman.
4. Trainee Sams was under the supervision of a qualified lineman at all times during his training program.
5. It is management's prerogative to determine the instructional, training and job-experience needs of its employees who are participating in a carrier training program.
6. Since Rule 55 is the controlling rule in this case, and since carrier has complied in full with the provisions of this rule, relative to the training of Student-Lineman Sams, it is not acceptable by carrier to allow the organization to "dictate" conditions of training not included within the framework of this training rule.
7. Trainee Sams received job experience by performing lineman's duties, other than the driving of a truck, on the days for which claim is made.
8. Rule 55 is the controlling and applicable rule and it is not within the jurisdiction of your Board to modify, revise or amend this rule, or to write a new trainee rule to be used as a substitute for, or in lieu thereof, this present trainee rule.

In conclusion, therefore, carrier holds that the employees' claim is entirely lacking in merit and schedule support, and, for the reasons as hereinbefore stated, this claim 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 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.

Claim is here made for reparations representing the difference between the student lineman rate of pay and that of lineman on the dates enumerated above in behalf of one James A. Sams.

The claimant was in training to qualify as a lineman. Such training period is provided for and covered by Rule 55(a) of the effective agreement. Therein it is stated that 255 days of compensated service as a trainee are required to qualify as a crew lineman. The rule further provides that this service will be compensated for at the student lineman rate of pay, and that all duties of a lineman which are performed by said student lineman shall be under the direct supervision of a qualified lineman.

The organization states that claimant was assigned to operate a truck on 65 of 84 working days, and asserts that such extended period of time was

excessive for training purposes, was not performed under the direct supervision of a lineman, and resulted in the carrier obtaining the performance of lineman work without being required to pay the rate therefor.

The truck in question is equipped with machinery that digs pole holes and sets poles in an erect position. The operation of this truck is clearly a part of the duties of a lineman that a student lineman should be required to acquaint himself.

The provisions of Rule 55(a) clearly give to management the right of determination as to the scope and duration of various phases of a student lineman's training since no breakdown as to the time to be spent in learning the various and sundry components of the position of lineman is set forth therein.

There is no evidence of record to indicate that a qualified lineman was not a member of the crew that included claimant. The work in question was performed during the required 255 days qualifying period for which the proper compensation, within the meaning of Rule 55(a), is the student lineman rate. This rate was paid. The claimant was not entitled to the lineman rate during his training period.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April, 1958.