

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: { System Federation No. 7, Railway Employees'
{ Department, A. F. of L. - C. I. O.
{ (Electrical Workers)
{ Burlington Northern Inc.

Dispute: Claim of Employees:

1. That in violation of the current working agreement, The Burlington Northern Inc., did arbitrarily transfer Studen Lineman Joseph M. Dailey from a Communication Crew headquartered at Minot, North Dakota to one headquartered at Northtown, Minnesota in violation of schedule rules.
2. That accordingly, the Burlington Northern Inc., be ordered to compensate Claimant Joseph M. Dailey, for eight (8) hours pay at time and one half rate for each day Claimant is held off his assigned district after the initial five (5) days which is allowable under schedule rules, plus expenses for each day away from Minot, North Dakota, his headquarters. Claim to start with April 16, 1977 and continuing until adjusted.

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 waived right of appearance at hearing thereon.

Claimant, a Student Lineman, was transferred from Minot, North Dakota, to Carrier's facility at Northtown in Minneapolis, Minnesota on April 11, 1977, at a time there was a lesser senior Student Lineman employed and working at Minot. The Organization argues that Claimant was denied his seniority rights to remain at Minot and, as a result, is entitled to compensation provided by the rules because of his transfer.

The Organization's reliance on the rules is misplaced in that, as will be seen, they do not apply to trainees as they might to other employes. Involved here are the following rules in their logical sequence as applicable here:

"Rule 49. COMMUNICATIONS DEPARTMENT TRAINEES

(a) Crew Linemen

A student lineman is an employee in training for the purpose of qualifying himself to perform lineman's work."

"Rule 44. ASSIGNED DISTRICTS

(a) Each employee and crew in the Communications Department and Electrical Engineering Department (except trainees, apprentices and electrical construction crews) shall be assigned to a specified district with a specified headquarters, ...

(b) Except by mutual agreement between the Carrier and the General Chairman, an employee assigned to a specific district shall not be required to perform service off of such district in excess of five (5) days in any calendar month, ... and if held off their district in excess of five (5) days, ... will be paid at rate of time and one-half for all work performed on the days in excess of five (5) so held."

"Rule 12. EXERCISE OF SENIORITY

(a) The exercise of seniority to displace junior employees, ... will be permitted only when existing assignments are cancelled or when headquarters points of existing agreements are changed, in which case the employee affected may, within ten days, displace any junior employee in the same classification."

"Rule 6. ROAD SERVICE

...

(k) Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from headquarters, employees will be paid actual necessary expenses."

Rule 49 (a) defines Claimant as an employee "in training". Rule 44 (a) specifically exempts the requirement that "trainees" be assigned to a specified district with a specified headquarters. Thus, the Carrier's contention that the Claimant cannot claim a specific location as "his" headquarters is supported. Rule 12 limits the exercise of seniority to cancellation of existing assignments or change of headquarters points. No evidence was produced to show that Claimant's "assignment" was changed, in that he was continued in his training assignment to qualify himself for lineman's work. And having no fixed headquarters, it cannot be said that this was "changed".

Rule 6 (k) is equally inapplicable in that it refers to service "away from headquarters" which, for the Claimant, was non-existent.

A W A R D

Claim denied.

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 5th day of September, 1979.