

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

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 employees. 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.

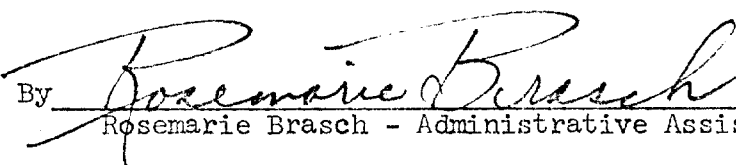
A W A R D

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.