NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 22808
THIRD DIVISION Docket Number CL22488

Kay McMurray, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8542) that:

1. Carrier violated the Agreement between the parties when it failed and refused to allow clerical employee, Betty Dewitt, pay for training on positions Nos. 14 and 15.

2. Carrier shall now be required to allow clerical employee, Betty Dewitt, four hours for March 8, 1977, three hours for March 14, 1977, and four hours for March 15, 1977, at the rate of position No. 15; eight hours for March 17, 1977, eight hours for March 18, 1977, and four hours for March 20, 1977, at the rate of position No. 14.

OPINION OF BOARD: Claimant was assigned to the carrier's Clerks Extra List at Springfield, Missouri.

On the dates in question she had worked in an on-the-job training position to qualify in the 1050 Operator assignment. She maintained that she had been called for training and was entitled to wages. As the record indicates, the controversy on the property arose over whether or not the carrier had, in effect, called the claimant to take the training on the days in question.

The probative-evidence regarding the situation is contained in a letter from her superintendent to the claimant dated March 16, 1977. That letter states in pertinent part:

> "This will confirm conference in my office March 8, 1977, when we discussed your lack of qualifications for jobs in the Yard Office at Kansas Avenue Yard, namely: 1050 positions; Car Clerk positions; Bill Clerk positions; and, Chief Yard Clerk positions.
>
> "During this conference you stated that you were not qualified on any of the above positions, but that you did wish to learn the work; that you did wish to work full time; and, that it would be appreciated if you were not set up on a regular hard and fast

"schedule to follow. Inasmuch as you stated to me your desire, and gave me your assurance, that you wished to qualify on these jobs, that you would qualify on these jobs, and that you would not show any hesitancy in doing so, I agreed to not setting you up on a hard and fast schedule. I stated to you however, that you would be given a certain amount of time to break in on these jobs with the understanding that in the event you worked some other position, for which you were qualified, that it would not be necessary for you to break in that day. This was agreeable to you. You further stated you preferred to break in with Mr. Kick Bischoff, 2nd trick 1050 Operator, to which I agreed.

* * * *

"In our conference you were told to keep Mr. Kluthe, Assistant Trainmaster-General Agent, advised of the days on which you broke in on 1050 position. It was understood that on the days you broke in on 1050 positions, or any other positions, that you would spend the entire shift with the incumbent of that position, breaking in on it.

"I am sorry to say this is not what you are doing. We have note of March 14 which indicates you broke in on 1050 position from 900 AM to 12 Noon. The assigned hours of this position are 759 AM to 359 PM. We have your note of March 15, that states you broke in on 1050 position that date, not stating any hours during which you broke in. The incumbent of the 1050 position working 759 AM to 359 PM advises you broke in between hours of 1000 AM and 200 PM. This is not acceptable. As previously stated, you are expected to break in the entire shift with the incumbent of the position. You must become familiar with all the duties of the positions, not just those that are performed around noon time."

There is no other probative evidence in the record with respect to the understanding between the carrier and claimant. She was not called by anyone on the dates in question, but made her own assignments based upon the carrier's agreement not to put her on a hard and fast schedule. The tenor of the letter does not indicate the claimant's desire to qualify for full time work was directed by the carrier. It does indicate a willingness on the part of the carrier to accommodate to the grievant's personal scheduling problems in order for her to pursue her objective of more work.

Further, as indicated in the record and the letter, company directed on the job training requires the trainee to stay on the job for a full shift. The claimant did not conduct herself in such manner. As indicated by the claim she worked a half day or less most of the time. This schedule would indicate that claimant was pursuing her own objectives rather than responding to a call by the carrier.

Based on the foregoing and the entire record, this Board concludes that claimant was not called by the carrier.

In so ruling we make no decision with respect to pay for on-the-job training. That decision must await proper development on the property and a record unclouded by the specific issue in this case.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1980.