



**Award No. 4933**  
**Docket No. 4805**  
**2-CMStP&P-EW-'66**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Donald F. McMahon when award was rendered.

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 76, RAILWAY EMPLOYEES'**  
**DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)**

**CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC**  
**RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That the Carrier violated the provisions of the current agreement when it unjustly deprived Electrician Helper Wayne Merkel of his rights to fill the position of Electric Crane Operator at the Milwaukee Freight Car Shop, Milwaukee, Wisconsin, on July 15, 1963.

2. That accordingly the Carrier be ordered to compensate Electrician Helper Wayne Merkel in the amount of eight (8) hours per day at the Crane Operator's applicable rate for each of the following days: July 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 1963, and August 1 and 2, 1963.

**EMPLOYEES' STATEMENT OF FACTS:** The Chicago, Milwaukee, St. Paul and Pacific Railroad Co., hereinafter referred to as the carrier, maintains at Milwaukee, Wisc., extensive locomotive and car shops for the repair and servicing of its equipment.

In July 1963 part of the shops were closed for group vacation purposes. Electrician Helper Wayne Merkel, hereinafter referred to as claimant, was regularly assigned in the Milwaukee Shops as an electrician helper, however, not being qualified and entitled to vacation in the year 1963, he was furloughed at the commencement of the group vacation.

On July 15, 1963, an electric crane operator employed on the second shift in the freight car shop commenced his three weeks vacation, and the carrier arbitrarily assigned Laborer Robert Walton to fill his position for the vacation period, July 15 through August 2, 1963.

In accordance with the terms of memorandum of agreement which became effective January 1, 1961, copy attached as Exhibit A, claimant by virtue of his employment as an electrician helper, also holds seniority as an electric crane operator on the Milwaukee Shops' electric crane operators' seniority roster. His seniority date in both classifications is April 8, 1963.

mission, the claim is without merit and we respectfully request that it 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 waived right of appearance at hearing thereon.

The record here is for alleged violation by Carrier, of the Agreement between the parties, depriving Claimant Electrician Helper Wayne Merkel, to the position of Electric Crane Operator at Milwaukee Freight Car Shop, Milwaukee, Wisconsin. Claim is made for eight hours per day at Crane Operators' applicable rate for each of the following dates: July 15-16-17-18-19-22-23-24-25-26-29-30 and 31, 1963, and August 1st and 2nd, 1963.

In July 1963, Carrier closed a part of the shops where Claimant held a regular assignment as Electrician Helper. He was not qualified or entitled to vacation for the year 1963, and was furloughed by Carrier at that time, as his seniority bears the date of April 8, 1963.

The Organization contends that Claimant, under provisions of a Memorandum Agreement, between the parties, effective January 1, 1961, that Claimant holding seniority as Electrician Helper, also under Par. 1 of the above Agreement also seniority under the Agreement as Electric Crane Operator.

Carrier for its position taken in this Docket shows that this employe had not qualified to serve as an Electric Crane Operator, under Par. 4 of the Memorandum Agreement effective on January 1, 1961. That the employe under such provision has at no time indicated any desire to qualify as an Electric Crane Operator or made any effort to qualify for such position under either Paragraphs 3 or 4 of the Memorandum Agreement.

We find from the record that Claimant was not qualified to fill a position and perform work required of an Electric Crane Operator. See this Division Award No. 2682.

From the foregoing Findings, the claim must be denied in its entirety.

#### **AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of SECOND DIVISION

**ATTEST:** Charles C. McCarthy  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of July 1966.

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