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NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6389
Docket No. 6258-I
2-B&M-I-'72

The Second Division consisted of the regular members and in addition Referee Irwin W. Lieberman when award was rendered.

Parties to Dispute: (Rollin W. Ethier, Petitioner
(Boston and Maine Corporation

Dispute: Claim of Petitioner:

Question of award required in regard to overtime at Car Dept., East Deerfield, Mass.

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 (olved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Prior to April 1, 1957, there were two seniority rosters in the Car Department at East Deerfield, Mass., one covering Carpenter-Painter at East Deerfield Engine House and a separate seniority roster covering carmen employes at East Deerfield Car Department.

Effective November 18, 1957, a Memorandum of Agreement was signed between the Boston and Maine Railroad and System Federation No. 18, Railway Employees' Department, A.F.L., to freeze the Carpenter-Painter seniority roster at East Deerfield Engine House. The name of H. A. Ash shown as Carpenter-Painter would be added to the East Deerfield Car Department carmen's seniority roster with a seniority date of November 1, 1957.

It is clear from reading the Memorandum of Agreement that the parties were correcting a seniority matter and that all other rules of the agreement were not affected. Although Decision SF-55 gave priority to employees in the East Deerfield Car Department to bid on vacancies in the Engine House, it did not give Engine House employes the right to participate in overtime in the Car Department.

As a further indication that the parties interpreted the Memorandum of Agreement to be a seniority matter only, the Carpenter-Painter prior to the claimant, whose name was placed on the Car Shop seniority roster worked over twelve years (i.e., November 18, 1957 to July 24, 1970) and only participated in overtime at the Deerfield Engine House.

Therefore, based upon the Memorandum of Agreement of November 18, 1957 the claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest

E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 27th day of October, 1972.