



Award No. 18481  
Docket No. SG-18738

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

Gene T. Ritter, Referee

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**PENN CENTRAL TRANSPORTATION COMPANY**  
**(Northeastern Region, Springfield Division)**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Boston and Albany Railroad (New York Central Railroad Co., Lessee):

On behalf of Mr. J. Lynch at the overtime rate of pay for all time R. J. O'Donnell worked on February 17 and 18, 1969, in connection with signal damage at Webster Junction.  
(Carrier's File: 114-B(SG69.6).)

**EMPLOYES' STATEMENT OF FACTS:** There is an agreement between the present parties bearing an effective date of April 1, 1952, which is by reference made a part of the record in this dispute. Pertinent to this matter is Rule 20 thereof reading:

**"RULE 20. SENIORITY**

(a) The seniority of employees in the Signal Department as shown on the present seniority rosters is recognized as the established seniority date of the employees.

(b) A new employee will not commence to accumulate seniority until he has had sixty (60) days continuous service with the carrier.

(c) Seniority rights of employees will be restricted to the territory over which one Signal Supervisor has jurisdiction."

Mr. J. O'Donnell, an employee junior in seniority to Claimant J. Lynch, was used to work overtime from 5:30 P. M., February 17 to 7:00 A. M., February 18, 1969. Inasmuch as Mr. Lynch, because of his superior seniority, had a demand right to the disputed work, claim was filed on his behalf as shown in our Exhibit No. 1. As evidenced by our Exhibits Nos. 2 through 9, this dispute was thereafter handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

(Exhibits not reproduced.)

**CARRIER'S STATEMENT OF FACTS:** There is on file with this Division an agreement governing rules and rates of pay applicable to employees represented by the Brotherhood of Railroad Signalmen on the Springfield Division of the Northeastern Region of the Penn Central Transportation Company, effective April 1, 1952, which, by this reference, is made a part of Carrier's submission.

At approximately 5:30 P. M., February 17, 1969, Signal 51.32 at Webster Junction was destroyed by vandalism. As this signal is located on Carrier's main line, which handles passenger and freight trains, Signalman O'Donnell, who lives approximately 10 miles away, was called to make the necessary repairs, which were completed at 7:00 A. M., February 18, 1969.

Claimant Lynch lives approximately sixty miles away from the incident and consequently was not called to cover this emergency.

On February 20, 1969, the General Chairman filed a claim in behalf of Claimant with Signal Supervisor Lombardi, for not being used to perform this overtime work. The claim was denied.

The claim has been properly denied and progressed on the property in the usual manner in accordance with the grievance procedure in applicable agreement provisions up to and including the Assistant General Manager, Employee Relations (now Superintendent, Labor Relations and Personnel), who is the highest appeals officer on this Region of the Company designated to handle claims for compensation alleged to be due.

**OPINION OF BOARD:** About 5:30 P. M., February 17, 1969, signal 51.32 at Webster Junction was destroyed. Signalman O'Donnell, who lived a distance of 10 miles from the destroyed signal, was called to make the necessary repairs. The damaged signal was repaired at 7:00 A. M. on February 18, 1969 — 13½ hours later. (Claimant, senior to O'Donnell, and who lived 60 miles from the damaged signal, was not called. The Organization takes the position that Carrier violated Rule 20 of the Agreement by not calling Claimant for this overtime work. Carrier contends that because of the damaged signal on Carrier's main line, an emergency existed; and that because of the emergency, it (Carrier) could exercise its managerial prerogative to call the signalman who lived the closest to the trouble to make the necessary repairs.

It is undisputed that Claimant, because of seniority, had priority over O'Donnell to be called. Unless Carrier proves that such an emergency existed, the senior employee should be called to make the necessary repairs. We believe that the record falls short of proving an emergency of such import that would allow Carrier to ignore seniority rules in this instance. Train crews are instructed to treat a signal that is out in its most restrictive position, thereby eliminating danger. It took 13½ hours to repair this signal, and this Claimant could have arrived only a short time after the junior employee reported for this repair work. Therefore, Carrier violated the Agreement when it called the junior employee in preference to Claimant. Under Rule 6(c) of the Agreement, Claimant's time would have begun at the time called and would have ended at the time he returned to his home station. Therefore, this claim will be sustained.

**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 violated.

**AWARD**

Claim sustained.

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

**ATTEST:** E. A. Killeen  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March, 1971.