

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number **22234**
Docket Number SG-21955Dana **E.** Eischen, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: "Claim of the General **Committee** of the Brotherhood
of Railroad Signalmen **on** the Seaboard Coast Line
Railroad Company:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 1, Scope, and Rule 17, Subject to Call, when it required or permitted Mr. S. H. Wright, Assistant Supervisor of Signals, West Palm Beach, Florida, to make repairs to signal circuits at draw bridge, **Indiantown**, Florida, and to make test to signal equipment at S. E. **Indiantown on** Sunday, July 6, 1975.

(b) Carrier should now be required to compensate Signal Maintainer **H. E. Black**, Fort Lauderdale, Florida, for five hours at one and one-half times his regular rate of pay."

/General Chairman file: 56-H E Black-75. Carrier file:
15-1(75-9)J/

OPINION OF BOARD: Claimant is a Signal Maintainer headquartered at Fort Lauderdale, Florida. On Sunday, July 6, 1975, the drawbridge at **Indiantown**, Florida, some 80 miles away from Fort Lauderdale, developed signal trouble. The bridge tender reported about **8:35** a.m. that he was unable to get a signal for trains to cross the canal. The regularly assigned Signal Maintainer who **covers Indiantown** was marked off as were Maintainers at other points close to **Indiantown**. Claimant Black was not marked off but he was some 80 miles away **in** Fort Lauderdale. Carrier elected to send an Assistant Supervisor of **Communications**, who was already in **Indiantown**, to check out the trouble.

The Assistant Supervisor upon examination found that a drag line dredging the canal apparently had snagged and broken some wires **in** the suspended drop on the draw span of the bridge. He made temporary repairs to the cables and cleared the bridge for traffic. The record **shows** that Signal Maintainers subsequently made permanent repairs to the damaged cable.

Leaving aside the question of whether the stalled drawbridge and delayed rail and boat traffic constituted an emergency, we are persuaded that a long line of precedent supports Carrier's position that Claimant was not "available" within the meaning of **Rule 17**. Those awards hold consistently that long distance and consequent inability to report reasonably promptly to trouble shoot a sudden defect may render an **employee** unavailable under rules like Rule 17. The authorities **seem** to weigh both the time and distance involved as well as the "emergency" nature-of the reported signal trouble in making such determinations. These cases are all ad hoc and turn on their individual facts but a distance as short as 33 miles (Award **15339**), taken together with the other considerations mentioned, has been held to constitute unavailability.

In the circumstances of the record before us and considering the distance of Claimant from the trouble site, the nature and consequences of the drawbridge signal defect and the fact that only temporary repairs were made by the supervisor, we conclude that the Agreement was not violated. See Awards 12519, 12520, 12938, 15339, 15998, 15999 and 18247.

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 **Employees** involved in this dispute are respectively Carrier and **Employees** 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. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1978.

