

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

George E. Bushnell, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY**

STATEMENT OF CLAIM: "Claim of the General Committee of the Order of Railroad Telegraphers, Atchison, Topeka and Santa Fe Railway System, that G. W. Carter, Agent-telegrapher, Norborne, Missouri, is entitled to a call under the Call Rule of the Telegraphers' Agreement because he was not brought on duty about 3:00 A. M. December 22, 1939, to handle a message of instructions and a train line-up for the signal maintainer living at his station who was called out for special service."

EMPLOYES' STATEMENT OF FACTS: "An agreement bearing effective date of December 1, 1938, is in effect between the parties to this dispute, copies thereof are on file with the National Railroad Adjustment Board.

"Norborne, Missouri, an office of communication, is open sixteen hours on week-days; the agent-telegrapher's assignment is 7:00 A. M. to 3:00 P. M. The assignment of the telegrapher-clerk is 4:00 P. M. to 12:00 midnight. The office is closed 12:00 midnight to 7:00 A. M.

"Carrollton Junction, with continuous communication service, is located approximately eight (8) miles east of Norborne. Carrollton, a city served by both the Santa Fe and Wabash, is approximately two (2) miles east of Carrollton Junction.

"G. W. Carter, agent-telegrapher, Norborne, Missouri, maintains a commercial telephone in his residence. He was available to be called for service outside of his regular assignment December 22, 1939. The telegrapher-clerk does not maintain a telephone in his residence.

"At, or about, 3:00 A. M. December 22, 1939, the Santa Fe train dispatcher instructed the Santa Fe telegrapher at Carrollton Junction, by railroad telephone, to call the Wabash telegrapher at Carrollton, by railroad telephone or telegraph, giving instructions that the Wabash telegrapher make use of the long-distance telephone in transmitting direct to the Wabash signal maintainer at Norborne a message of instructions. In addition to the message of instructions a train line-up was also transmitted direct to the signal maintainer."

POSITION OF EMPLOYES: "The Telegraphers' Agreement reads, in part:

'Scope Rule

"This schedule will govern the employment and compensation of Agent-Telegraphers, Agent-Telephoners, Telegraphers, Telephone Op-

OPINION OF BOARD: The undisputed facts are stated by the parties.

The Santa Fe dispatcher at Marceline when notified about 3:00 A.M. of a break in the signal line east of Norborne could have delivered instructions directly to the signal maintainer at that point through a commercial telephone located in the agent-telegrapher's home at Norborne. The agent and the signal maintainer lived in adjoining blocks on the same street.

Instead of using this method the dispatcher called the Santa Fe telegrapher at Carrollton Junction over the Carrier's telephone and directed him to have the Wabash telegrapher at Carrollton give instructions by commercial telephone to the signal maintainer at Norborne. He also communicated a train line-up at the same time. This message though delivered in a circuitous manner emanated from the office of the Santa Fe agent's superior.

A Santa Fe agent-telegrapher and a telegraph clerk handled communications service at the joint office at Norborne for both the Santa Fe and the Wabash from 7:00 A.M. to midnight, the joint office being closed from midnight to 7:00 A.M.

According to Petitioner the agent maintained a commercial telephone in his home "so as to be available to perform services after his regular assigned hours." Being available to handle the message it should have been delivered through him.

Notwithstanding what may have been the exercise of sound judgment by the dispatcher in an emergency, the agent-telegrapher is nevertheless entitled under Awards 331 and 604 to compensation under the Call Rule of the agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employe involved in this dispute are respectively carrier and employe 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 claim will be allowed.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 18th day of September, 1941.