

**Award No. 5628**

**Docket No. TD-5622**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Hubert Wyckoff, Referee**

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**PARTIES TO DISPUTE:**

**AMERICAN TRAIN DISPATCHERS ASSOCIATION**

**THE PENNSYLVANIA RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the American Train Dispatchers Association that:

1. The Pennsylvania Railroad Company violated the Agreement between itself and its Movement Directors and Assistant Movement Directors, effective August 1, 1943, when on February 6, 1950, it established on its Chicago Division, three positions, erroneously titled them "Terminal Directors" and assigned to them individuals who did not hold seniority rights as Movement Directors or Assistant Movement Directors.

2. That the duties and responsibilities assigned to and devolving upon the incumbents of these "Terminal Director" positions were duties and responsibilities coming within the purview of said Agreement and that, from the date on which these said positions were established until May 12, 1950, when said positions were abolished, Movement Directors and Assistant Movement Directors, both assigned and unassigned, who were adversely affected as a result of this violation are entitled to be compensated in the amount of the difference between what they were paid and the amount they would have been paid had the said Agreement been properly applied.

**EMPLOYES' STATEMENT OF FACTS:** There is in effect an Agreement between the Pennsylvania Railroad Company, the Long Island Rail Road Company and Train Dispatchers, Movement Directors, Power Directors and Assistant Power Directors, (employees of said carriers) represented by the American Train Dispatchers Association. Part II of said Agreement containing Regulations governing rates of pay and working conditions of Movement Directors became effective August 1, 1943. Said Agreement is on file with your Honorable Board and is, by this reference, made a part of this submission as though fully incorporated herein. It will, hereafter, be referred to as the Agreement.

The scope of the Agreement reads as follows:

"The Provisions set forth in Part II of this Agreement shall constitute separate Agreements between the Pennsylvania Railroad Company and its Movement Directors, and between the Long Island Rail Road Company and its movement Directors, represented by the American Train Dispatchers Association, and shall govern the hours

accrue to Movement Directors; and that the Claimants are not, therefore, entitled to the compensation which they claim.

The Carrier demands strict proof by competent evidence of all facts relied upon by the Claimant, with the right to test the same by cross-examination, the right to produce competent evidence in its own behalf at a proper trial of this matter, and the establishment of a record of all of the same.

All data contained herein have been presented to the employees involved or their representatives.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This case presents the question whether the Carrier violated the Agreement by creating positions on its Chicago Division titled "Terminal Directors" and assigning to them individuals who did not hold seniority rights as Movement Directors or Assistant Movement Directors (also called Powermen).

The basic functions of a Movement Director consist of balancing power, crews and car supply. This means that he is responsible for having the proper number of motive power units, crews in both passenger and freight service, and freight and passenger cars at the proper locations where and when they are needed.

In carrying out these basic functions, a Movement Director must assume other incidental responsibilities and perform other incidental duties such as securing relief for employees about to be outlawed under the 16-hour law; seeing that yards are functioning properly and that cars are moving through the yards with the necessary promptness; maintaining check on the road movement of both passenger and freight trains; keeping himself informed as to what trains are coming onto his Division and what their consist is; dealing with wrecks and other emergencies by arranging for relieving crews, storing trains, detouring traffic and calling wreck and other forces; keeping track of all delays to trains; and making necessary reports of all these operations on his trick for the purpose of supplying current information to the Division officers and to the Movement Director who relieves him.

The reports which a Movement Director is required to make include statements of the number of trains and cars moved during his trick and to be moved at the close of his trick; the situation at various terminals on the Division with respect to power and crews; and other special reports of unusual occurrences or situations arising on his trick.

In an ordinary situation, a Movement Director is mainly concerned with the movement of passenger and freight traffic to, from and on an operating division; and a Yard Master is responsible for the making up, breaking up and movement of trains within a yard. An intra-yard break down is, therefore, of no immediate concern to the ordinary Movement Director, unless it affects movements for which he is responsible.

While Movement Directors are ordinarily concerned mainly with road supervision, on two terminal divisions of this Carrier—at Philadelphia and at Chicago (prior to November 1, 1949)—the duties and responsibilities of the Movement Directors have been confined to intra-terminal or inter-yard train movements, as distinguished from road movements. On November 1, 1949 the Carrier abolished its Logansport Division, portions of which were then merged with the Chicago Terminal Division to form the present Chicago Division. This merger thus put upon these Movement Directors the responsibility for road movements as well as intra-terminal movements.

February 6, 1950, the Train Master established the three Terminal Director positions in question with these instructions:

"These men will follow the movements of yard assignments to promote coordination and efficiency.

Conductors on transfer assignments, interchange deliveries, and all crews moving from one yard to another will call the Terminal Director for instructions before departing, and upon reaching the destination point will call the Terminal Director and advise all pertinent information regarding the returning train. They will be governed by the instructions from the Terminal Director.

Conductors will advise the Terminal Director of excessive delays and all unusual occurrences, and reasons for any overtime made."

The duties and responsibilities of these Terminal Directors were confined to intra-terminal movements and involved a detailed supervision far more concentrated than that ever before required of, or practiced by, the Movement Directors. It is said that these Terminal Director positions were established as an experiment to increase the efficiency of yard operation in the Chicago terminal area of the Chicago Division, by more closely coordinating movements between yards, keeping account of freight on hand in each yard and following each transfer run.

**FIRST:** The Scope Rule does not define and does no more than to specify the positions of Movement Directors, Assistant Movement Directors, Powermen and reliefs or extras. But there is no dispute about the basic function of the positions; and the basic function is the same whether the work is performed in a terminal area, on an operating division or on a combination of both. Supervision over intra-terminal movements may differ from supervision over road movements, but it is the same class of work performed by all Movement Directors and it was the only work traditionally performed by Movement Directors in the Chicago Terminal Division since the Agreement was adopted in 1943 until the merger in 1949.

**SECOND.** It is said by the Carrier that Movement Directors are mere policemen for the Train Master, whereas the Terminal Directors were vested with authority to give direct instructions with regard to specific work to be performed by a given crew. But both positions had the same responsibility, which was the efficiency of intra-terminal movements; and implementing the responsibility with additional authority did not change the nature of the function.

**THIRD.** Nor was the basic character of the work changed by the requirement of its specialization and concentration upon minute details. The specialization was no more than a subdivision of the basic function; and the concentration upon the detail was not a new end in itself, but only a supposed means of improving performance of the basic function.

**FOURTH.** In view of these considerations we conclude that this Scope Rule covered supervision of intra-terminal as well as road movements in the Chicago Division; and that neither the additional authority vested in the Terminal Directors nor the additional concentration upon detail required of them altered the fact that they were performing Movement Directors' work.

The appointment of Terminal Directors at Baltimore in 1946 and similar positions elsewhere (when does not appear) does not operate as an estoppel (Awards 1235, 2169, 4528, 4635 and 4720).

**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 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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon  
Acting Secretary

Dated at Chicago, Illinois, this 23rd day of January, 1952.