

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

LeRoy A. Rader, Referee

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

**THE PENNSYLVANIA RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, particularly the Scope, Rule 3-B-1 and Rule 4-C-1, on April 18th and 27th, 1949, when it required the claimant, H. D. Rusie, to suspend work on his regular assignment of Crew Dispatcher, Indianapolis, Indiana, Southwestern Division to perform Crew Caller duties while the regular assigned Crew Caller was otherwise engaged by the Carrier.

(b) H. D. Rusie, claimant, be allowed three additional hours' pay at the appropriate rate of his regularly assigned position as a penalty. (Docket W-728.)

**EMPLOYEES' STATEMENT OF FACTS:** This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the class or craft of employees in which the Claimants in this case hold positions and the Pennsylvania Railroad Company—hereinafter referred to as the Brotherhood and the Carrier, respectively.

There is in effect a Rules Agreement, effective May 1, 1942, covering Clerical, Other Office, Station and Storehouse Employees between the Carrier and this Brotherhood which the Carrier has filed with the National Mediation Board in accordance with Section 5, Third (e), of the Railway Labor Act, and also with the National Railroad Adjustment Board. This Rules Agreement will be considered a part of this Statement of Facts. Various Rules thereof may be referred to herein from time to time without quoting in full.

The claimant was regularly assigned as Crew Dispatcher, a Group 1 position at Hawthorne Yards, Indianapolis, Indiana, tour of duty 3:30 P. M., to 11:30 P. M., with one assigned rest day. At the time this claim was instituted the position held by the claimant as Crew Dispatcher was one considered necessary to the continuous operation of the Carrier and was filled seven days a week. Effective September 1, 1949, as a result of the 40-Hour Work Week Agreement, the incumbent of this position of Crew Dis-

**OPINION OF BOARD:** This claim is presented on a Joint Statement of Agreed upon Facts, as follows:

"The Claimant is regularly assigned as Crew Dispatcher, Hawthorne Yards, Indianapolis, Ind., on position Symbol B-38, with tour of duty 8:30 P. M. to 11:30 P. M.

On the dates as listed in the Subject matter the Claimant was required to call crews at the Hawthorne Rest House.

Hawthorne Rest House is located about 300 feet from the Hawthorne Yard Office, the latter point being the headquarters of the claimant.

Crew Callers are employed around the clock at the Hawthorne Yard Office, one assigned to each trick.

During the time the claimant was calling crews the regularly assigned Crew Caller was engaged in transporting trainmen and enginemen, in his private automobile, to and from various yards located within the Indianapolis Terminal. For the work of transporting train and engine service employes in his automobile this Caller was paid \$8.00 per day which was allowed as expenses, this amount in addition to his regular wage as Crew Caller.

Claim was made as listed in the Subject matter and this claim was declined.

Subsequent claims presented by the Claimant are being held in abeyance pending settlement of this case."

The Group 1 position of Crew Dispatcher, held by Claimant, was considered necessary to the continuous operation of Carrier and filled seven days a week. Also maintained at this location around the clock positions of Crew Callers, Group 2 employes.

By reason of the Crew Caller being engaged in transportation of employes as stated above on the dates in question, it was necessary that Claimant suspend work on his regular position to call certain train and engine service employes and to do so he had to go to Hawthorne Rest House, a distance of about 300 feet from Hawthorne Yard Office, his headquarters. This is called "foot calling" as distinguished from "calling by telephone".

Petitioners rely upon the Scope Rule 3-B-1—Seniority districts and 4-C-1—Absorbing Overtime Rules of the Agreement. It is contended that it is not permissible to interchange work between positions in two separate groups after positions have been established and assigned in different groups as here. Cited are Awards 3582, 3746, 4385. The first cited award being between the same parties, same rules. Also Award 6024.

Respondent Carrier's position is that it has always been the practice to require Crew Dispatchers to perform some crew calling work in conjunction with their regular crew dispatching duties, and the Agreement contains no specific rule prohibiting such practice. Cited are Awards 2491, 4304, 5803, 6022, 6107, 6187, 6270 and 6309. That the Scope Rule above that it classifies positions, and not work, citing Award 4572. That the record shows the duties in detail and shows that Crew Dispatchers call crews, citing exhibits as shown in the record. Also cited are Awards 1078, 4071 and 4977, as follows:

"But whether the work (crew calling) was done by phone or otherwise is unimportant as it is the character of work and not the means of performing it that is controlling."

Also Award 4385 on group work.

That Carrier is not required to establish a new Crew Caller position to perform only one or two hours' work. And that no overtime was absorbed, therefore, Rule 4-C-1 is inapplicable. Citing Award 6673.

We are of the opinion that as the duties of Claimant require calling of crews that Award 4977 states the proposition correctly and concisely as set out above. It is conceded Crew Dispatchers do notify train and engine service employees of time called for duty. And that there is no such fine distinction or line of demarcation as contended for by Petitioners. No vacancy existed here and no crews were called on overtime. Hence the claims fail.

**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 not violated.

#### AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon  
Secretary

Dated at Chicago, Illinois, this 26th day of May, 1955.