

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 43598  
Docket No. MS-44379  
19-3-NRAB-00003-170519

The Third Division consisted of the regular members and in addition Referee Michael Capone when award was rendered.

(Keichie Campbell  
**PARTIES TO DISPUTE:** (  
(National Railroad Passenger Corporation (AMTRAK)

**STATEMENT OF CLAIM:**

- “1) Carrier violated the agreement specifically Rule 1 (Scope) Rule 6 (Bulletin/Assignment) Rule 11 (Wages) and new Rule (Unjust Treatment) and any other rules of the agreement when on May 12 2015 the carrier (Lisa Roberge) gave me (Keichie Campbell) Instructions to do the work duties of the Operations Supervisor (896 Packs) approximately (12 to 15) 896 packs were processed. Claimant also needs compensation for these dates May 12, 2015 to June 15, 2015, because she was still being made to do the 896 packs. These dates should be paid due to the Past Practice of Claims that has been paid due to these same circumstances. On May 12, 2015 Lisa Roberge informed Keichie Campbell in front of the new ARASA Supervisor (Alfreda Smith) that she would be doing the 896 Packs as part of her permanent responsibilities.
- 2) The Carrier shall now compensate Claimant her applicable rate of pay for a total of 8 hours at the Operation Supervisor rate of pay for every day she had to perform the work functions of an Operations Supervisor.”

**FINDINGS:**

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On July 7, 2015, the Petitioner submitted a claim alleging that the Carrier violated the Rule 1- Scope, Rule 6 - Bulletin/Assignment, Rule 11 - Wages and the Unjust Treatment rule of the Collective Bargaining Agreement (hereinafter referred to as the "Agreement") when it failed to compensate her at the Operation Supervisor's higher rate of pay when she was assigned to complete "trip packets". The Petitioner argues that such work is regularly performed by supervisors and not within her scope of work or in her job description.

The Board finds that the Petitioner has not met her burden of proof that the Carrier violated the Agreement. The record establishes that the Petitioner was assigned to perform duties that fall within her job description and the Scope Rule. There is nothing in the Agreement that would prevent the Petitioner from reviewing and verifying the contents of the "trip packets". In addition, the Petitioner has failed to establish that a binding past practice exists that provides secretaries with a higher rate of pay for performing such work. As such, we find that the "trip packet" duties performed by the Petitioner between May 12, 2015 and June 15, 2015 were properly assigned and did not violate the Agreement. The Petitioner is not entitled to any additional compensation.

Based on the foregoing, the Board finds that the record lacks the requisite substantial evidence that the Carrier violated the Agreement.

**AWARD**

Claim denied.

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**ORDER**

**This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**By Order of Third Division**

**Dated at Chicago, Illinois, this 17th day of May 2019.**