

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32379
Docket No. TD-31998
97-3-94-3-354**

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

(American Train Dispatchers Department/International
(Brotherhood of Locomotive Engineers
PARTIES TO DISPUTE: (
(National Railroad Passenger Corporation (AMTRAK)

STATEMENT OF CLAIM:

"Claim No. 1 - Carrier file NEC-ATDA-SD-181

'a) The National Railroad Passenger Corporation (NRPC/Amtrak) violated the currently effective Agreement between NRPC/Amtrak and the American Train Dispatchers Association (ATDA), specifically Rule 1 - SCOPE (b) 1. Definition of Chief, Assistant Chief and Night Chief Dispatchers, when it allowed an Employee not covered by said SCOPE Agreement to order a road crew for an equipment extra which reported at 1:00 AM Sunday, March 7, 1993, at Boston Engine Terminal in Charlestown, Mass. NRPC/Amtrak also violated longstanding custom, practice and precedent is doing so.

b) Amtrak shall now compensate the senior qualified and rested Extra Train Dispatcher, J. A. Parker 8 hours at the pro-rata rate for Assistant Chief Train Dispatcher.'

Claim No. 2 - Carrier file NEC-ATDA-SD-182

'a) The National Railroad Passenger Corporation (NRPC/Amtrak) violated the currently effective Agreement between NRPC/Amtrak and the American Train Dispatchers Association (ATDA), specifically Rule 1 - SCOPE (b) 1. Definition of Chief, Assistant Chief and Night Chief Dispatchers, when it allowed an Employee not covered by said Agreement to order a road crew for an equipment extra which reported at 4:50 AM

Sunday, March 14, 1993, at Boston Engine Terminal in Charlestown, Mass. NRPC/Amtrak also violated longstanding custom, practice and precedent in doing so.

b) Amtrak shall now compensate the senior qualified and rested regularly assigned Train Dispatcher on his rest day, M. W. Beauregard, 8 hours at the time and one-half rate for Assistant Chief Train Dispatcher.”

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 two occasions, March 7 and March 14, 1993, the on-duty Carrier Supervisor of Operations, an individual not assigned under the provisions of the Train Dispatcher Agreement, ordered an extra train crew to report to the Boston Engine Terminal. Normally the ordering of train crews is performed by the appropriate Assistant Chief Train Dispatcher. The Organization filed a claim contending that the activity of ordering train crews is work reserved to Chief Train Dispatchers by its Scope Rule. Carrier argued that the Organization's Scope Rule does not reserve this work exclusively to Dispatchers and also that the task involved in the claim was *de minimus*.

In this record it is manifestly clear that the activity of ordering a train crew, as performed by the Supervisor of Operations on March 7 and March 14, 1993, is work that is normally, customarily, and routinely performed by Assistant Chief Train Dispatchers working under the Agreement. Supervisors are not privileged to take it upon themselves to perform tasks of Assistant Chief Train Dispatchers, even if it is of

a *de minimus* nature and was merely a response to a situation that needed immediate attention. The Agreement was violated. The claims will be sustained.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 30th day of December 1997.