

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Arthur M. Millard, Referee

PARTIES TO DISPUTE:

**PROTECTIVE ORDER OF DINING CAR WAITERS, LOCAL #465,
AMERICAN FEDERATION OF LABOR
UNION PACIFIC RAILROAD COMPANY**

STATEMENT OF CLAIM.—

"Petitioner, Protective Order of Dining Car Waiters, Local #465, American Federation of Labor, claims that:

"The agreement between the petitioner and the respondent has been and is being violated by the respondent in that the respondent has inaugurated and is maintaining new positions in its dining car service, designated as waiter-porter, waiter-porter-in-charge, stationary pantrymen and valet, which are not within the scope of the agreement, the said newly created positions requiring additional services not contemplated by the agreement and the rates of pay for said services being arbitrarily set by the respondent."

POSITION OF EMPLOYES.—The Management of the Union Pacific Railroad Co. (Dining Car and Hotel Dept.) has inaugurated and is maintaining positions in its dining car service designated as waiter-porter-in-charge, waiter-porter, stationary pantrymen, and valet. The duties of these positions are definitely covered by the provisions of the current agreement in effect under the classification set forth in Article 1—Scope, reading:

"ARTICLE 1—SCOPE

"These rules shall govern the wages and working conditions of the following employees:

"Waiters-in-charge.

"Waiters.

"Pantrymen.

"Lounge Car Porters.

"Parlor Car Porters."

Additional services are required on these re-named positions and the carrier is attempting by the before referred to action to remove these re-named positions from the coverage of the agreement, in several instances paying higher rates than those set forth in the provisions of the agreement. The action of the carrier in inaugurating a composite classification is most high-handed and unfair and if permitted or condoned by this Honorable Board would render the agreement absolutely null and meaningless.

POSITION OF CARRIER.—The positions referred to in the above description of ex parte submission are:

Waiter-porters.

Waiter-porters-in-charge.

Stationary pantrymen.

Valet.

These positions are not listed under Article I, Scope, quoted above. They are paid rates in excess of the rates prescribed in Article 15 of the agreement for positions of the classes listed in Article I.

The intention of this submission is not understood unless it is the desire of the Dining Car Waiters to have the positions reclassified to conform with the classifications prescribed in Article I, and paid lower rates prescribed for such classifications in Article 15 of the agreement. Article 15 of the agreement prescribes rates of pay covering all services rendered up to a maximum of 240 hours service in any one month as follows:

Waiters, \$62.00.
 Pantrymen, \$65.00.
 Lounge Car porters, \$62.00.
 Parlor car porters, \$72.00.

The position of waiter-porter (correct classification porter-waiter) is maintained on streamline trains only. On the City of Portland, City of San Francisco, City of Los Angeles and City of Denver, these positions are paid salary of \$75.00 per month; on the City of Salina rate of \$85.00 per month is paid. The duties comprise the serving of food from buffet coach kitchens or dining car kitchens to coach passengers in their seats; looking after the hand baggage of passengers; assisting in receiving and discharging passengers; and keeping the coaches tidy enroute. The position is in the nature of a combination of chair car porter and waiter assignment. It is not a position of the nature included within the scope of the agreement, but if the request of the Waiters Local 465 were conceded, the rate of pay would be a combination of the rate of \$62.00 prescribed for waiters and \$72.00 prescribed for porters, the average of which would be \$67.00 per month. As indicated above, these positions are paid \$75.00 and \$85.00 per month. The classifications prescribed in the agreement pertain only to specific positions involving specific duties of the nature indicated in the titles, and not a combination of duties.

The positions of waiter-porter in charge (correct classification porter-waiter in charge) are maintained on the streamline trains. On the City of San Francisco, City of Portland, City of Los Angeles, and car designated as "City of Cheyenne", the positions are paid monthly salary of \$92.50 covering all services rendered up to a maximum of 240 hours service in any one month. On the City of Salina the position is paid \$100.00 per month. Porter-waiters in charge have supervision over porter-waiters, and are held responsible for service to passengers in the coaches, handling cash taken in for meal and beverage service, and are responsible for the accounts.

The classifications listed in Article I, Scope, cover only positions involving specific and exclusive duties of the nature indicated in the titles; they do not apply to positions involving a combination of duties of the classification of porter-waiter in charge. The establishment of combination positions of waiters and porters at the rates prescribed in the agreement, would contemplate rate of \$67.00 per month.

Positions of stationary pantrymen are not pantrymen of the nature listed in Article I, Scope, of the Agreement with Local 465. The position of pantryman listed in the agreement is paid at rate of \$65.00 per month; the position of stationary pantryman is paid rate of \$90.00 per month covering all services rendered up to a maximum of 240 hours service in any one month. These positions are maintained on the streamline trains City of Los Angeles, City of San Francisco, and City of Denver. The duties involve the care of the pantry lockers and equipment, and handling and preparation of pantry supplies for meal service. Pantrymen of the classification included in the waiters' agreement are positions maintained on dining cars, the incumbent of which works as a waiter in addition to looking after the pantry. Stationary pantrymen on streamliners perform no service as waiters. Classification of these positions under the agreement would contemplate rate of \$65.00 per month instead of \$90.00 per month.

The position of valet is not included within the agreement with the dining car waiters, nor is it in any manner related to or comparable with any of the positions included within the scope of that agreement. There are no positions of this classification now held by colored employees.

OPINION OF BOARD.—The evidence indicates these new positions are the result of requirements on the streamline trains. It is understood that new equipment brings new responsibilities, new duties and a different and distinct class of service requiring new classifications. At the hearing the employees' representative agreed that some of these new positions were inaugurated on at least one train six months before present agreement was negotiated; therefore

present agreement did not include them. It is agreed as shown in the statement of the claim that the positions in question "... are not within the scope of the agreement. . . ."; therefore, the inclusion of the positions in question in the scope of the agreement is a matter of negotiation between the parties.

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;

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

That there is no violation of the agreement between the parties.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: H. A. JOHNSON
Secretary

Dated at Chicago, Illinois, this 7th day of April, 1937.