

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD TRAINMEN  
NEW YORK CENTRAL RAILROAD COMPANY  
(Including Michigan Central and Big Four)**

**STATEMENT OF CLAIM:** "This submission involves a dispute concerning the correct interpretation and application of Article I, Sections (a) and (b), Article 4, Section (b) and Article 7 of the Current Agreement between the New York Central Railroad Company (including Michigan Central and Big Four), hereinafter referred to for brevity sake as THE CARRIER, and the Brotherhood of Railroad Trainmen, representing Dining Car Stewards, hereinafter referred to for brevity sake as THE TRAINMEN.

"The specific questions in dispute are:

(1) Shall the Stewards on other runs, as mentioned in Article I, Section (a), receive the rate provided 'After the 5th Year?'

(2) Shall a furloughed Steward be deprived of the time he is out of service on furlough under provisions of Article 4, Section (b) of the Current Agreement?

(a) Did a furloughed Steward lose the time out of service while furloughed under the provisions of the agreement dated June 1, 1921 covering men on the New York Central Lines East?

(3) Does Article 7 of the Current Agreement supersede all former rules and practices governing working conditions which the agreement dated June 1, 1921 contained covering stewards working on the New York Central Lines East?

(4) Does Article 7 of the Current Agreement supersede all former rules and practices governing working conditions which the agreement dated September 1, 1935 contained covering stewards working on the New York Central, Lines West, Michigan Central and Big Four?"

**EMPLOYES' STATEMENT OF FACTS** is to the effect that the current agreement, effective March 1, 1938, superseded an agreement dated June 1, 1921, as to New York Central Railroad Company, Lines East, and an agreement of September 1, 1935, as to New York Central, Lines West, Michigan Central, and Big Four.

**CARRIER'S STATEMENT OF FACTS** traces the history of the representation of dining car stewards on its properties and of agreements covering them from the end of Federal control of railroads, February 29, 1920, down to date. It traces the history of wage rates and scales for that class of employes from Supplement 18 to General Order No. 27, issued by the Director General of Railroads, April 14, 1919, effective January 1, 1919, through the various agreements, down to date.

**POSITION OF EMPLOYES** consists largely of quotations of rules from the agreements mentioned in their Statement of Facts, with some reference to conferences had and correspondence exchanged with the management. It does not reveal the exact nature of the dispute alleged to exist nor does it

reveal what is sought to be accomplished by or what would be the effect of an interpretation by this Board of current and superseded agreements as requested in the claim.

**POSITION OF CARRIER** is somewhat more definite but in view of the Statement of the Claim it also falls short of a disclosure of the nature of the dispute that is said to exist. It does name three employees, who, it is said, would be affected by the Board's answer to certain of the questions listed in the claim.

**OPINION OF BOARD:** The questions propounded to the Board in the Statement of Claim are purely hypothetical. The claim alleges a dispute without revealing the nature of it.

The Board is asked not only to make certain interpretations with respect to the current agreement without being informed of what would be accomplished thereby but it is also asked to place interpretations upon certain provisions of agreements that have been superseded and are no longer of any force or effect.

Some of the interpretations the Board is asked to make, it is said, would affect the seniority of certain employees.

It is said that seniority provisions of former agreements were such as to make it necessary, when publishing a seniority roster under the current agreement, which superseded them, for the parties to agree upon a formula having the effect of placing all employees under the former agreements on the same footing with respect to their seniority. The parties are agreed that this method was followed. The Board is now asked to make a pronouncement, which, it is said, would affect the seniority of certain employees, subject to the formula, without having definite and concise knowledge of the formula used as the basis for establishing seniority of employees under the current agreement.

The Board is unwilling to indulge in speculation in the making of an award. Claims or disputes presented to it should be definitely stated in clear and concise language. The claimant or petitioner should state clearly the question upon which he seeks an award; the facts, rules, and arguments relied upon to support it. The respondent should as definitely reveal to the Board those things upon which he relies to oppose the claim. In the instant case if definite disputes exist, it is possible to present them to the Board in such a manner that an award can be rendered thereon; they are not in that shape now. It is the judgment of the Board, therefore, that the matters involved be remanded to the parties for their further attention with the privilege of submitting specific cases on the questions in dispute.

**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 matters involved should be remanded to the parties.

#### AWARD

Case remanded.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 17th day of January, 1939.