

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Dozier A. DeVane, Referee

PARTIES TO DISPUTE:

JOINT COUNCIL OF DINING CAR EMPLOYES

ILLINOIS CENTRAL RAILROAD COMPANY

**THE YAZOO AND MISSISSIPPI VALLEY RAILROAD
COMPANY**

GULF AND SHIP ISLAND RAILROAD COMPANY

STATEMENT OF CLAIM: "Claim for additional compensation for Waiters-in-Charge who are required to perform pantry duty, retroactively to April 1, 1938."

JOINT STATEMENT OF FACTS: "Agreement was entered into between the carrier and the employes covering schedule of rates, rules and working conditions for chefs, cafe car chefs, cooks, waiters-in-charge, buffet and club car porters, pantrymen, assistant pantrymen, waiters and bus boys employed on dining, cafe, buffet and club cars effective November 16, 1937, as to rates of pay; effective December 1, 1937, as to pay rules, and December 18, 1937, as to years of service, seniority and other rules.

"Article 1, Rates of Pay, of the agreement reads:

Class of Employees	Per Month of 240 hours	Per hour, based on 240 hours per month
CHEFS		
1st year	\$ 125.00	\$0.52 $\frac{1}{4}$
2nd year	125.00	0.52 $\frac{1}{4}$
3rd, 4th and 5th years	130.00	0.54 $\frac{1}{4}$
6th, 7th and 8th years	140.00	0.58 $\frac{1}{2}$
9th and 10th years	145.00	0.60 $\frac{1}{2}$
11th year, and over	150.00	0.62 $\frac{1}{2}$
SECOND COOKS		
1st year	95.00	0.39 $\frac{3}{4}$
2nd year	100.00	0.41 $\frac{3}{4}$
3rd, 4th and 5th years	105.00	0.43 $\frac{3}{4}$
6th, 7th and 8th years	110.00	0.46
9th and 10th years	115.00	0.48
11th year, and over	120.00	0.50
CAFE CHEFS		
Flat Rate	120.00	0.50

"In conclusion the carrier contends:

"1. That the agreement does not provide for the payment of a differential of \$2.50 per month to 'Waiters-in-Charge' for performing pantry duty and was never contemplated.

"2. That pantry duty has always been and is now one of the duties of a 'Waiter-in-Charge.'

"3. That the agreed upon rate for 'Waiters-in-Charge' in the agreement is for all services performed.

"Therefore, the claim of the employees as made is nothing more than a demand for additional compensation for 'Waiters-in-Charge,' and if compensation in addition to that agreed upon is now desired for 'Waiters-in-Charge' the employees should serve notice on the carrier for a revision of the contract in accordance with the provisions thereof and the Railway Labor Act."

OPINION OF BOARD: The agreement between the parties to this dispute creates twelve separate and distinct classifications of employes, including waiters-in-charge, and waiters, as two distinct classifications. The agreement fixes a flat rate of pay of \$105 per month for waiters-in-charge, and a graduated scale from \$60 to \$75 per month for waiters.

The agreement also provides a differential of \$2.50 per month to "waiters assigned to pantry duty." The claim is for this \$2.50 differential for **waiters-in-charge** when assigned to pantry duty.

There is conflict in the record as to whether waiters-in-charge are required to perform pantry duty as a part of their regular assignment. Several employes testified that they were not required to perform said duty when acting as waiters-in-charge, while others testified that for years they had regularly performed pantry duty when acting as waiters-in-charge. There being no ambiguity in the rule, the conflict in the evidence is unimportant. No doubt some waiters-in-charge are required to perform pantry duty, while others are not, as the amount of other work required of the waiter-in-charge would determine whether he could perform this additional duty.

The differential of \$2.50 per month is for **waiters** assigned to pantry duty. Waiters-in-charge, being a separate classification in the agreement, cannot be read into the rule. The claim will be denied.

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 employes 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 no violation of the agreement is shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 27th day of July, 1939.