

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

HOUSTON BELT AND TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM: That J. H. Woods, Signalman, be paid the difference in the rate of signal helper and the rate of a signalman for all services performed from June 7, 1940, to August 4, 1941.

EMPLOYEES' STATEMENT OF FACTS: On June 7, 1940, J. H. Woods, a signalman with over ten years experience, was employed as a signalman by the Houston Belt & Terminal Railway Company and placed in charge of an interlocking plant where he remained until June 10, 1940. On June 10, 1940 he was asked to accept a position in a signal gang until he became better acquainted with the methods of this railway and the location of signal and interlocking equipment thereon. From June 10, 1940 until August 4, 1941, Mr. Woods worked at various points performing work generally recognized as signal work.

POSITION OF EMPLOYEES: It has not been denied that Woods was hired as a signalman. Rule 3, reading as follows:

"Signalman: An employe assigned to perform work generally recognized as signal work shall be classified as a signalman. Signal work as referred to herein includes the construction installation, maintenance and repair of signal apparatus as outlined in the Scope of this agreement."

indicates that a signalman may perform the work of his class and all lower classes. It is not unusual for a signalman to perform the work of other signal department employes and under the provisions of Rule 17, reading as follows:

"When an employe is required to fill the place of another employe receiving a higher rate, he shall receive the higher rate, but if required to fill temporarily the place of another employe receiving a lower rate, his rate will not be changed."

continue at his regular rate and classification.

The current agreement and common practice anticipates that employes will demonstrate their qualifications to hold a position. There are no provisions for examination to qualify and we hold that in the light of the above mentioned specific provision and in keeping with common practice that the right to qualify an employe by examination is withheld.

Woods was taken from his position of signalman at the interlocking plant and shifted from point to point where he continued to perform such signalman's work as framing timbers, doing shop work, stringing pole line wire, applying cross arms and he had many similar assignments and was not permitted to return to the interlocking plant to demonstrate his qualifications.

Your Honorable Board is respectfully petitioned, in view of the evidence submitted, to deny the claim of the Employees.

OPINION OF BOARD: The record in this case shows that on June 6, 1940, Mr. J. H. Woods, claimant, filed a written application for position of signalman with the Houston Belt and Terminal Railway Company and on that date he was temporarily assigned to work at Towers 84 and 117 for observation as to his qualifications as a signalman. After two days of observation, the Signal Foreman of the Houston Belt and Terminal Railway Company decided that Mr. Woods could not qualify as a signalman and notified him that his application for the position of signalman was declined, and that he could not offer him a position as assistant signalman due to the fact that there were at that time three helpers with seniority rights who would necessarily have to be given consideration for promotion to assistant signalmen. Mr. Woods then requested the Signal Foreman to permit him to work as a signal helper in order to familiarize himself with the class of signal work which was required of a signalman on the Houston Belt and Terminal Railway, stating that the last work he performed was on automatic signals. The Signal Foreman granted Mr. Woods' request and assigned him as a helper, on which position he worked during the time indicated in the claim, or from June 7, 1940, to August 4, 1941, when he resigned from the service of the Houston Belt and Terminal Railway Company.

The record shows that Claimant Woods accepted the classification and assignment as a signal helper. Therefore, based solely on the facts and circumstances of this case, the claim cannot be sustained.

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 Claimant Woods accepted the classification and assignment as a signal helper and his claim for the signalman's rate of pay while so employed is not sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 1st day of October, 1942.

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim Dining Car Stewards on Southern Railway, Lines West, that men from Dining Car Steward's ranks be placed in charge of car designated by the Carrier as Cafe Lounge Sleeping Car service on Trains 43 and 44 between Cincinnati, Ohio, and Meridian, Mississippi, or meeting point of these trains on New Orleans and Northeastern Railroad, and for difference in pay of any Lines West Stewards who fail to earn 240 hours per month provided for in Dining Car Stewards' Agreement.

EMPLOYEES' STATEMENT OF FACTS: Train No. 43 operating between Cincinnati, Ohio and New Orleans, Louisiana, over Cincinnati, New Orleans & Texas Pacific Railway, Cincinnati to Chattanooga, Tennessee, over Alabama Great Southern Railway, Chattanooga to Meridian, Mississippi, and over New Orleans & Northeastern Railroad, Meridian to New Orleans, Louisiana. Prior to the month of March 1933, Dining Car Stewards were assigned to dining cars on Trains 43 and 44, operating all the way to New Orleans. About this time the Stewards were discontinued and dining cars reduced to one car, operating on Train 43, Chattanooga to meeting point and return. Departing from Chattanooga at 3:05 A. M., served breakfast and lunch to meeting point, where it was switched to Train 44, serving of lunch continued and dinner served before arriving at Chattanooga at 10:00 P. M.

Dining Car Stewards, under Schedule Rules, made complaint to the Carrier for restoration of Stewards to these dining cars. This complaint was denied, and after handling in keeping with Schedule Rules and the Railway Labor Act, claim was submitted to your honorable Board in May 1940. A Referee decision being handed down under Docket No. 1325, sustaining the claim, after which Stewards were restored to the runs as provided in Schedule Rules, and so operated for some six to nine months, when the dining cars on Trains 43 and 44 were discontinued. After Trains 43 and 44 had operated a few months without a dining car, this service was farmed out to The Pullman Company, who operates the diner from Cincinnati to Meridian or meeting point on New Orleans & Northeastern Railroad, where it is switched to Train 44 for return movement and dining car service to Cincinnati.

This car has four regulation size tables, seating four people each, and is in charge of Pullman car conductor, Cincinnati to Birmingham, Alabama, where Pullman conductor is taken off and car in charge of Pullman em-

that agreement contains no provision requiring that dining car service be maintained and its provisions are effective only when such service is maintained.

Between April 1st and July 27th, 1941, trains No. 43 and 44 were scheduled to stop at certain points a sufficient length of time to enable passengers to obtain meals, but this resulted in complaints, and in order to obviate such complaints the Management arranged with the Pullman Company to operate sleeping-restaurant-lounge cars in those trains. The cars in question are in reality nothing more than sleeping-buffet-lounge cars, and only light meals are served. The cars are of one of the types of composite cars operated on railroads in general and the service thereon is Pullman Company service and is properly performed by Pullman Company employees. The Carrier asserts that the Dining Car Stewards have no good grounds for complaint on account of the operation of these cars manned with Pullman Company employees. Had the Carrier so elected, it could have operated its own cafe-lounge cars, manned with waiters-in-charge under its agreement with the cooks and waiters, in which event the Dining Car Stewards, whose agreement does not cover service on cafe cars, could not have had any grounds for complaint and if a cafe car can be so operated, certainly a Pullman car can be so operated.

In the event the employees contend that they are entitled to perform service on cafe cars, the Carrier points out that the Dining Car Stewards' agreement is confined solely to **dining car** stewards and, therefore, its scope is restricted to service on **dining** cars. Had this agreement been intended to cover service on cafe cars, it would have contained rates of pay and other necessary provisions relating to Cafe Car Stewards. These provisions it does not contain because it was never intended that Stewards be used on cafe cars.

On basis of schedule rules applied to the facts in this case, the claim should be denied and the Board is requested to so decide.

OPINION OF BOARD: The claim in this case is that Dining Car Stewards be placed in charge of car designated by the Employees as a cafe-lounge-sleeping car, operated in trains Nos. 43 and 44 between Cincinnati, Ohio, and Meridian, Mississippi.

The Carrier informed "that the service afforded passengers on the sleeping-restaurant-lounge cars operated in trains Nos. 43 and 44 is service of the Pullman Company that is properly performed by Pullman Company employees and is not service which Dining Car Stewards are entitled, under the provisions of their agreement, to perform; and that the scope of the agreement between the Southern Railway Company and its Dining Car Stewards embraces only service as Steward on straight dining cars and does not cover service of any character on the various types of composite cars in use on Southern Railway System Lines."

The current agreement contains no listing as cafe-lounge-sleeping cars as coming under the provisions of said agreement. For that reason the claim cannot be sustained.

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 employee involved in this dispute are respectively *carrier* and *employee* 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 cafe-lounge-sleeping cars are not covered by the current Dining Car Stewards' agreement, and for that reason the claim cannot be sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 1st day of October, 1942.