

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

JOINT COUNCIL DINING CAR EMPLOYES

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Pere Marquette District)

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employees, Local 351, on the property of Chesapeake & Ohio Railway Company, Pere Marquette District, for and on behalf of employees employed as Assistant Hosts and Hostesses by the Carrier on and prior to July 1, 1950, that they each be compensated in the amount of \$36.60 and \$31.60 respectively per month since July 1, 1950, because of Carrier's reduction in their respective monthly rates of pay, which reduction was made effective in violation of the current agreement.

EMPLOYEES' STATEMENT OF FACTS: The current agreement between Employees and Carrier was effective from June 16, 1947 (Rule 30). That agreement provides that the rates of pay of Assistant Hosts (Tavern Hosts) — \$281.55 per month; Hostesses — \$201.55 per month for students, \$236.55 per month during the first six months of service as hostesses, \$241.55 per month after six months of service on trains other than streamliners, and \$251.55 per month after six months of service on streamliners.

Effective June 10, 1946, Carrier instituted a no tipping policy on its dining cars. In processing the instant matter on the property, Carrier contended that upward adjustments in wage rates for Assistant Hosts and Hostesses of \$36.60 and \$31.60 respectively in the respective monthly rates of these classifications of employees were made at the time the no tipping policy was instituted. On June 16, 1947, the effective date of the current agreement, the rates of pay for Hosts and Hostesses were established as noted above and as provided in Rule 2 of the agreement.

Under date of December 7, 1949, Carrier served a thirty day notice, provided for by Section 6 of the Railway Labor Act, of its desire to reduce monthly rates of Assistant Hosts and Hostesses \$36.60 and \$31.60 respectively, effective January 7, 1950. Carrier advised Employees that upward adjustments totalling the amounts mentioned were made in the rates of these classes of employees as a result of the establishment of the no tipping policy on its dining cars, effective June 10, 1946. On January 4, 1950 representatives of the Employees and Carrier met at the office of Carrier's Dining Car Department in Grand Rapids, Michigan, and conferred on the matter of reducing monthly rates of pay of Assistant Hosts and Hostesses in the amount of \$36.60 and \$31.60 per month respectively. No agreement was reached between the parties. Subsequently thereto dispute was referred to the National Mediation Board who designated a mediator. The designated mediator attempted to mediate the differences between the parties without success. On July 1, 1950, Carrier reduced the monthly rates of pay of Assistant Hosts and Hostesses in the amount of \$36.60 and \$31.60 per month respectively.

recognized that the matter was one to be handled by the National Mediation Board rather than the National Railroad Adjustment Board is evidenced by the fact that the general chairman invoked the services of the Mediation Board in the dispute. We therefore ask that the claim of the employees be dismissed.

A word on the merits of the case, and without prejudice to our position as to the jurisdiction of the National Railroad Adjustment Board. When the no-tipping policy was adopted, rate increases in the amounts indicated in the correspondence (see our letter notice of December 7, 1949, carrier's Exhibit "A") and as outlined in the carrier's Statement of Facts, were granted the tavern hosts and hostesses to compensate them for the loss of tips. The downward adjustments made as indicated in our letter of May 11, 1950 (carrier's Exhibit "H (1) and (2)") when the no-tipping plan was terminated, were in those same amounts.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts and circumstances of record in this particular case fail to disclose that the Carrier violated the applicable provisions of the Agreement between the parties relied upon by Petitioner.

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 claim will be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois this 8th day of November, 1951.