

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Paul Samuell, Referee

PARTIES TO DISPUTE:

DINING CAR COOKS AND WAITERS INDUSTRIAL ASSOCIATION  
MISSOURI-KANSAS-TEXAS LINES

DISPUTE.—“(a) Are the employees in ‘Portable Kitchen Service’ covered by the current working agreement and its addendum? (b) Shall the waiters in charge of portable kitchens be paid at the rate of \$90.00 per month? (c) Shall the employees be compensated retroactively for the difference between \$90.00 per month, the rate paid the position when established, and \$64.00 per month, the rate applied to the position on or about April 1, 1934?”

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds 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.

The parties to said dispute were given due notice of hearing thereon.

This case being deadlocked, Paul Samuell was called in to sit with this Division as Referee.

An Agreement between the Missouri-Kansas-Texas Lines and the Dining Car Cooks and Waiters Industrial Association, which governs wages, hours of service, and working conditions of employees therein designated, is shown to exist between the parties, bearing effective date February 1, 1927, with three addenda, effective January 1 and May 1, 1929, and July 1, 1934, respectively.

The Schedule provides that “Waiters in Charge” shall be paid \$90.00 per month, and that “Waiters” shall be paid \$64.00 per month under varying conditions as to period of continuous employment. The Schedule, as to pay, is well recognized by the carrier on “regular” dining cars. In this dispute, it appears that the carrier, in its efforts to provide accommodations, installed what is known as a “Portable Kitchen” in the front end of the day coach in its trains between two stations in Kansas, a distance of ninety-seven miles, “for the sole purpose”, as the carrier says, “of preparing and serving breakfast to whatever passengers were riding in one sleeping car and in one coach”, and that “the revenue derived therefrom amounts to approximately \$4.00 a day”; that originally an old experienced cook who was paid \$90.00 per month was employed to render the combined service of cook and waiter, but after two weeks’ operation it was found that one man could not satisfactorily operate the Portable Kitchen, whereupon the work was divided between two employees, i. e., one cook and one waiter, each of whom were paid \$64.00 per month.

The Portable Kitchen is quite compact, about the size of a steamer trunk, and is capable of being moved from one car to another. While it is true that it could not be used as extensively in serving full meals with a varied menu, yet for general purposes it serves the purpose of dining-car service. One man does the cooking, and the waiter in charge is not only responsible for the service but he orders necessary supplies, sets up the tables, takes the orders, and gives the necessary service. He also makes up the reports and is responsible for the supplies and the revenue.

It is contended by the carrier that this kind of service is not covered or dealt with in the Agreement; that it is a new kind of service and is in the “experimental stage representing the extreme efforts of the carrier to provide service of this particular kind, and thus retain as much of its diminishing passenger travel as possible”, and that it was never contemplated nor can it be considered as falling within the category of “Dining-Car Service.”

We cannot agree with this contention. The contract between the parties apparently contemplates dining-car service. It does not appear to be limited in

its scope to a particular kind of dining service. While the revenues are small, nevertheless the service rendered by the cook, as well as the waiter, is in a general way analogous to the service preformed by cooks and waiters in charge on a regular dining car. As a matter of fact, in the Portable-Kitchen service the waiter not only performs the duties of an ordinary waiter but likewise performs those of a waiter in charge, and while it is reasonable to expect that the carrier cannot continue to pay regular rates of pay as provided by the Schedule, and would be justified in discontinuing the service, nevertheless that is a matter with which this Division is not permitted to concern itself inasmuch as it is confined entirely to the contract as it exists between the parties: Therefore, it is the

#### AWARD

that—

(a) The employees in the Portable Kitchen service are covered by the current working Agreement and its Addendum; and

(b) The Waiters in Charge of Portable Kitchens shall be paid the rate applicable to positions of "Waiters in Charge" as shown in Addendum No. 1 to the current Agreement; and

(c) The above rates shall apply retroactively to April 1, 1934.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,  
Secretary.

Dated at Chicago, Illinois, this 13th day of August 1935.