

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

ORDER OF RAILWAY CONDUCTORS

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: "Claim of Dining Car Stewards, Chefs and Cooks C. & N. W. Railway, for time lost beginning in year 1936 and subsequent dates account Union Pacific and Southern Pacific Railway dining car employes operating on dining cars between Omaha and Chicago over C. & N. W. Railway, thus usurping service of C. & N. W. dining car employes, based on provisions of rules contained in March 1, 1937, Association of North Western Dining Car Employes' Agreement, and Brotherhood of Railway Dining Car Stewards, Chefs and Cooks' Agreement of March 1, 1938."

EMPLOYES' STATEMENT OF FACTS: "On March 1, 1936, inter-railroad dining car service was established as follows:

"Passenger trains Nos. 17-18 Chicago, Illinois to Portland, Oregon; Chicago to Omaha, Nebraska on C. & N. W. Railway, 488 miles; Omaha to Portland on Union Pacific Railway, 1775 miles; operated by two C. & N. W. dining car crews and eight Union Pacific dining car crews.

"Passenger trains Nos. 27-28 Chicago to Oakland, California; Chicago to Omaha on C. & N. W. Railway, 488 miles; Omaha to Ogden, Utah on Union Pacific Railway, 990 miles; Ogden to Oakland on Southern Pacific Railway, 778 miles; operated by two C. & N. W. dining car crews, four Union Pacific and four Southern Pacific dining car crews.

"Passenger trains Nos. 7-8 Chicago to Los Angeles, California; Chicago to Omaha on C. & N. W. Railway, 488 miles; Omaha to Los Angeles on Union Pacific Railway, 1811 miles; operated by two C. & N. W. dining car crews and eight Union Pacific dining car crews.

"The summer of 1936 one additional streamline train was established, namely 'The City of Portland,' Chicago to Portland, making five round trips per month with two Union Pacific dining car crews employed the entire distance.

"In the summer of 1936 one additional streamline train was established, namely the 'City of Los Angeles' between Chicago and Los Angeles making five round trips per month with two Union Pacific dining car crews employed the entire distance.

"June 18, 1936, there were two streamline trains established, namely the 'City of Denver,' between Chicago and Denver, Colorado, operated daily with four Union Pacific dining car crews employed the entire distance.

"In January 1938 there was another streamline train established, namely the 'City of Los Angeles,' between Chicago and Los Angeles, making five round trips per month with two Union Pacific dining car crews employed the entire distance.

railway company and the O. R. C., in respect to employment, rates of pay, hours of service, etc., for dining car stewards, chefs and cooks, has been furnished by the U. P. and S. P. Companies, be now taken over by the C. & N. W. Railway Company and assigned to C. & N. W. stewards, chefs and cooks, which request this Board can readily understand is not a question of violation of any contractual rule or agreement between the C. & N. W. Railway Company and the O. R. C. in respect to employment, rates of pay, and hours of service for dining car stewards, chefs and cooks, and, in fact, is a request that the C. & N. W. Railway Company arbitrarily assign to C. & N. W. stewards, chefs and cooks a class of work which, by agreement between the C. & N. W., U. P., and S. P. Railroad Companies, has for a period of years been enjoyed by employees of the U. P. and S. P. Companies.

"The railway company reiterates its position that the subject matter of this dispute is one not coming within the jurisdiction of Third Division, National Railroad Adjustment Board, under provisions of the Railway Labor Act as amended 1934."

OPINION OF BOARD: This record shows that, beginning in 1925 and extending to 1936, the division of dining car work between the Carriers providing inter-railroad service was apparently satisfactory to the C. & N. W. employees (See Employees' Statement of Facts). When additional inter-railroad service was established (1936 and subsequent thereto), the C. & N. W. dining car employees contend they were not given such proportion of the dining car work as they considered equitable, based on the apportionment that was followed from 1925 to 1936.

The agreement effective March 1, 1937, covering chefs and cooks in dining car service of the C. & N. W., was superseded by the agreement effective March 1, 1938, covering stewards, chefs, and cooks on that railroad. Effective September 1, 1938, the Order of Railway Conductors took over the latter agreement.

The various letters of the Carrier, addressed to the Employees in 1938 and subsequent thereto, indicated the Carrier was endeavoring to make arrangements that would give its (C. & N. W.) dining car employees a more equitable share of the work on dining cars in inter-railroad operation; however, the Carrier's hope to have such negotiations completed so that C. & N. W. employees might be so assigned on or before February 1, 1940, did not materialize.

Claim as presented is "* * * for time lost beginning of year 1936 and subsequent dates, account Union Pacific and Southern Pacific Railway dining car employees operating on dining cars between Omaha and Chicago over C. & N. W. Railway * * *." Based on the record, the claim that all dining car service on inter-railroad trains between Omaha and Chicago shall be performed by C. & N. W. dining car employees cannot be sustained and the claim for time lost retroactive to 1936 likewise fails.

On the remaining issue involved in this case, that C. & N. W. dining car employees should have "their percentage of service on inter-railroad trains operated over the C. & N. W. and foreign lines railways," the Board calls attention to the evident satisfactory division of work and force on such trains from 1925 to 1936 and to the endeavors of the Carrier in 1938 and 1939 to secure for its employees a more equitable share of the dining car work on inter-railroad trains.

In view of the apparent desire of both parties to secure for the C. & N. W. dining car employees a more equitable share of the inter-railroad work, the Board is of the opinion that this issue should be remanded to permit the parties to resume negotiations to the end that a more equitable and satisfactory apportionment of the inter-railroad dining car work be arranged.

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 employes 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 the claim, that all dining car service on inter-railroad trains between Omaha and Chicago shall be performed by C. & N. W. employes and for time lost retroactive to 1936, is denied; that the remaining issue of a more equitable share of inter-railroad work will be remanded to permit the parties to resume negotiations to the end that a more equitable and satisfactory apportionment of the inter-railroad work be arranged.

AWARD

Case is disposed of in accordance with the above Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 3rd day of October, 1940.