

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

STATEMENT OF CLAIM: Protest against the Chicago, Rock Island and Pacific Railroad Company's supplanting Cafe Car Stewards with Waiters who perform the work of Cafe Car Stewards, and the Committee's request that employes holding seniority as Cafe Car Stewards be reassigned to trains designated by the Carrier by Nos. 62-561 and 61-562 in accordance with the contract between the C.R.I. & P. RR. and the B.R.T. representing Dining Car Stewards and Cafe Car Stewards, effective March 1, 1948 (dated at Chicago, Illinois, July 12, 1948).

EMPLOYES' STATEMENT OF FACTS: Trains 61-562 and 62-561 are operated jointly with the C.B.&Q. RR.

Prior to the dates of July 22 and 23, 1952 (at which time the C.B.&Q. assumed operation of the dining car service), three (3) Rock Island Stewards were employed on these trains between Minneapolis and St. Louis and St. Louis and Minneapolis. During the period of time the C.B.&Q. operated the dining car service, Waiters in Charge supervised the dining car service—such period of time being July 22 and 23, 1952 to April 25, 1953.

When the dining car service on these trains reverted back to the C.R.I.&P. RR. under the Joint Operation on April 25, 1953, the Stewards were not returned to these trains by the C.R.I.&P. and Waiters in Charge were placed on these cars in lieu of the three (3) Stewards who had been assigned prior to July 22 and 23, 1952.

POSITION OF EMPLOYES: The following rates of pay and rules will govern the hours of service and working conditions of dining car and cafe car stewards employed by the C.R.I.&P.R.R. Co.

Article 1. RATES OF PAY.

Dining Car Stewards	Per Month of 225 Hours	Per Hour Based on 225 Hours Per Month
First year's service	\$279.20	\$1.241
Second year's service	289.20	1.285
Third year's service	299.20	1.3295
Fourth year's service	309.20	1.374
Fifth year's service and over	314.20	1.396

Therefore, in consonance with all of the foregoing, we respectfully petition that you, in final disposition of this dispute, announce a denial Award.

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representatives.
(Exhibits not reproduced.)

OPINION OF BOARD: The contract specifies that it governs rates of pay and working conditions of "Dining car and Cafe Car Stewards employed by this Railroad." Rule 7 (a) provides that "Stewards will be assigned to regular runs on regular trains where the railroad establishes position of steward." Hence it is clear that such contract requires the use of a steward only when the carrier establishes such a position.

It fairly appears that, on the trains involved in the claim as well as other trains, it has been the practice of the Carrier to use stewards or waiters-in-charge on the basis of the volume of business and the number of employees to be supervised. That practice is not a violation of the agreement and appears to have been the determining factor in the action about which this complaint was made.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds;

That the parties to this dispute waived oral hearing thereon;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of June 1955.