

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD TRAINMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of Steward John Plaine for February 6, 1947 for payment of 4 hours under Rules 4-C-1 and 4-D-1 of the current schedule on account of being held on duty upon arrival at New York City on the date in question, not in accord with his assignment, or working schedule in effect on the date not showing protect service in the assignment.

JOINT STATEMENT OF FACTS: John Plaine was assigned as dining car steward, Train No. 2/118, reporting for duty at Washington, D. C., 4:30 February 6, 1947. Upon arrival at New York, N. Y. (Pennsylvania Station), Mr. Plaine was not released but was held for orders from 11:30 A. M. until 12:00 Noon, at which time he was instructed to proceed to Sunnyside Yard and perform protect service. He was released from duty at 2:45 P. M. Compensation for February 6, 1947 was determined on a continuous time basis from 4:30 A. M., until 2:45 P. M., a total of 10 hours and 15 minutes.

Mr. Plaine was regularly assigned as steward in Line No. 13. The schedule for stewards in this line, as it appears in Working Schedule No. 190 which became effective January 19, 1947, and was still in effect February 6, 1947, is quoted below:

"Line 13

Train	Reporting Time	Time Released	Time on duty
123	7:30 A. M.	3:35 P. M.	8'05"
2/118	4:30 A. M.	9:15 A. M.	4'45"
% 137	3:15 P. M.	10:25 P. M.	7'10"
Z 154	2:15 P. M.	9:00 P. M.	6'45"
75	8:00 A. M.	8:25 P. M.	12'25"
504	4:20 A. M.	7:55 A. M.	3'35"
F1/174	11:00 A. M.	7:00 P. M.	8'00"
#1/177	9:15 A. M.	9:25 P. M.	12'10"
FDH188	8:00 A. M.	12:35 P. M.	4'35"
F1/177	12:35 P. M.	9:25 P. M.	8'50"

Notes:

123—2nd Cook, No. 4 Wtr. report LIC 8:30 A. M.
154—No. 4 Wtr. report 3:15 P. M.
1/174—No. 4 Wtr. report 12:00N
1/177—No. 4 Wtr. report Boston 11:00 A. M.
DH188—No. 4 Wtr. report NYS 10:45 A. M.

OPINION OF BOARD: The record in this case shows that the claimant was continued beyond the scheduled arrival time of one run within his regular assignment as published in "Working Schedule No. 190" and compensated therefor on a continuous time basis in accord with the basic rates-of-pay provisions of the Agreement.

The Division therefore is without authority to order the additional compensation claimed.

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 compensation had been paid in accord with the provisions of the Agreement for service here made subject of claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon

Dated at Chicago, Illinois, this 29th day of September, 1948.
Acting Secretary