

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 33625  
Docket No. MW-32415  
99-3-95-3-298**

**The Third Division consisted of the regular members and in addition Referee Martin H. Malin when award was rendered.**

**(Brotherhood of Maintenance of Way Employees  
PARTIES TO DISPUTE: (  
(New Orleans Public Belt Railroad**

**STATEMENT OF CLAIM:**

**"Claim of the System Committee of the Brotherhood that:**

- (1) The Agreement was violated when the Carrier improperly withheld Messrs. C. Wilkerson, J. Miles, P. H. Schielder, R. Parnell, D. J. Sims and C. B. Washington from performing service during their regularly scheduled workdays on March 28, April 21, 22 and May 10, 1994 (System File MW-94-1-NOPB).**
- (2) As a consequence of the violation referred to in Part (1) above, the Claimants shall each be compensated at their respective rates of pay for all hours they were improperly withheld from service on the days in question and each shall be allowed four (4) days' credit for vacation qualification purposes."**

**FINDINGS:**

**The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:**

**The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.**

Parties to said dispute were given due notice of hearing thereon.

The Claimants are Bridge Painters who, on the dates at issue, were assigned to the Huey P. Long Bridge, which spans the Mississippi River in the New Orleans metropolitan area. During handling on the property, the Carrier advised that on March 28 and April 21 it rained and the bridge was so wet that no bridge employees performed maintenance duties on the bridge. The Carrier further advised that on April 22 and May 10 the bridge was too wet to work on at the 7:00 A.M. start of the shift and, in keeping with traditional practice, the Claimants were advised to check back later to see if conditions had improved. On May 10 none of the Claimants checked back. On April 22 one Claimant checked back and the bridge conditions had improved to the point where work could commence, but for safety reasons the Carrier did not permit a single employee to work alone.

Rule 19 provides in relevant part, "When . . . due to inclement weather, interruptions occur to regular established work period preventing eight (8) hours work, only actual hours worked or held on duty will be paid for . . ." During handling on the property, the Organization offered no evidence to contradict the Carrier's position that on the days in question the bridge was too wet to begin work safely. Accordingly, based on the record developed on the property and Rule 19, the claim must be denied.

### AWARD

Claim denied.

### ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Dated at Chicago, Illinois, this 16th day of November 1999.