

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 33481  
Docket No. MW-32474  
99-3-95-3-245**

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

**PARTIES TO DISPUTE:** (Brotherhood of Maintenance of Way Employees  
(Union Pacific Railroad Company (former Missouri Pacific  
( Railroad Company)

**STATEMENT OF CLAIM:**

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

- (1) The Agreement was violated when the members of Gang 9162 were sent home and not permitted to work their scheduled assigned hours on March 9, 1994 (Carrier’s File 940343 MPR).**
- (2) As a consequence of the violation referred to in Part (1) above, the Claimants\* listed below shall each be allowed five (5) hours pay at their respective straight time rates.**

**\*A. L. Walker  
A. L. Patton  
J. M. McGraw  
D. G. Miller  
R. L. Wright  
J. C. Bailey  
J. E. Eckerle  
K. D. Jaster  
G. R. Joyce  
W. L. Bolton  
T. J. Snell  
R. F. Tesh  
L. W. Weis  
S. P. Baugh  
G. D. Pointer**

**D. D. Engstrom  
D. S. Eckert  
W. T. Scofield  
R. J. Vincent  
C. A. Richardson  
T. L. Estes  
B. L. Cross  
C. A. Daugherty  
R. N. Rathbun  
D. A. Dees  
M. A. High  
J. W. Tate  
E. R. Glasgow  
C. D. Schlesselman  
M. A. Johnson**

J. W. Hartline  
T. W. Roblez  
H. R. Buch  
E. D. Harshman  
J. M. Schneider  
J. T. Norton  
B. S. Titus  
T. C. Radley

B. L. Gant  
R. D. Ragan  
S. N. Canchola  
A. K. Mays  
F. A. Brunk  
B. M. Tate  
A. D. Hood"

**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.

On March 9, 1994, Claimants reported for duty at their regularly scheduled starting time near Coffeyville, Kansas. However, they did not work their regular eight hour shift; instead they were given a four hour call and sent home.

During handling on the property, Carrier advised that on the day in question it had snowed four to six inches of fresh snow, that the Supervisor met with the Foremen and the Foremen expressed several safety concerns, that the Supervisor and the Foremen decided to discuss the issue during the gang meeting, that the gang members expressed the same safety concerns, and that one of the Foremen convinced the Supervisor that it was not safe to work under those conditions. At no time during handling on the property did the Organization dispute the facts as stated by Carrier.

Rule 14, Section 2(c) provides an exception to the guarantee of eight hours pay "when due to inclement weather interruptions occur to regular established work period

preventing eight (8) hours work . . . ." The uncontroverted facts developed on the property indicate clearly that the situation on March 9, 1994, fell within this exception.

**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 22nd day of September 1999.**