

The Second Division consisted of the regular members and in addition Referee W. J. Peck when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States and Canada
(Grand Trunk Western Railroad Company

Dispute: Claim of Employees:

Grievance of Lodge #215 of the Brotherhood Railway Carmen of the United States and Canada, at Toledo, Ohio:

1. That the Grand Trunk Western Railroad Company violated Rule 35 of the controlling Agreement effective September 1, 1949, reprinted February 1, 1962, by not turning on available heat in the new car shop at Toledo, Ohio, beginning with the winter season, 1982, and continuing.
2. That the Grand Trunk Western Railroad Company be ordered to immediately restore heat in the new car shop at Toledo, Ohio, as provided in Rule 35 of the controlling Agreement.

Findings:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

This dispute involved the heating (or lack of same) at a Carrier repair facility at Toledo, Ohio. The Employees refer to it as "The New Car Shop", the Carrier contends that it is "Nothing more than a covered running repair track where minor repairs are made to freight cars".

Rule 35 reads in pertinent part:

"Shops, locker rooms and washrooms will be lighted and heated in the best possible manner, consistent with the source heat available at the point in question."

There seems no dispute over the fact that the locker room, lunch room and toilet facilities are heated. The Carrier contends that they are thereby in compliance with the agreement and that it is impractical and too expensive to heat the entire work area. The Employees contend the entire work area must be heated.

There also seems no dispute over the fact that this "shop" or "running repair track" has been heated in the past. For how long a period and how successful it was is certainly not clear. If it had been heated for a long period of time, there would seem no reason why it couldn't continue to be heated. If it had been heated only for a relatively short time, say one winter or a part of one winter, on a more or less experimental basis, and found to be impractical, that would be another matter. According to the Employees' submission it had been heated for the previous twenty-two years. The Carrier does not state how long it had been heated but seems to imply that the period was short. No proof is presented by either party to substantiate the position of either and we note that this very important question is never mentioned by either in correspondence during handling on the property.

The Employees further contend that:

"The condition upon which grievance is based does not exist at any other car shop facility."

The Carrier on the other hand contends that:

"Running repair track facilities similar to this one and used for the same purpose, have been constructed at all other major terminals on the G.T.W. None of these facilities are equipped with heaters because of their inefficiencies."

No substantiation of either of these conflicting contentions is shown and the only time it appears in correspondence in handling on the property is in a letter from the Director of Labor Relations to the General Chairman and dated five days after the case had been submitted to this Board, obviously too late to be answered by the Employees and too late to be considered by this Board.

It would have also been very helpful if the parties would have shown when this so called "New Car Shop" was erected, what were the conditions under which the cars were repaired before it was erected, exactly when were the heaters first used and as previously mentioned how long were they used, however except for the Employees' contention, which appears in their submission, but not in any correspondence submitted to this Board, the record is barren of such details.

Because of the lack of information supplied to this Board and the lack of substantiation of such alleged information as was supplied, we see no alternative but to remand this case back to the property without prejudice to the position of either party and with the hope that the issue can somehow be resolved on the property but if it cannot it would seem appropriate to allow another and hopefully a more informative case to be presented to the Board.

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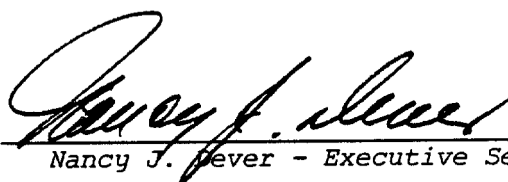
Award No. 10151
Docket No. 10017
2-GTW-CM-'84

A W A R D

Claim disposed of according to the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of November 1984.