

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24964
Docket Number SG-24882

Marty E. Zusman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Central of Georgia Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railroad Company:

That the Company be required to comply with Rule 60 of the Signalmen's Agreement with respect to the signal maintainers headquartered at East Point, Georgia. [General Chairman file: CG-63. Carrier file: SG-507]

OPINION OF BOARD: This is a contract interpretation dispute involving whether or not the facilities provided at East Point, Georgia meet with the requirements of Rule 60 of the Signalmen's Agreement which reads as follows:

"Rule 60. Tool houses shall be provided at the headquarters of each maintenance section and shall be kept in good and sanitary condition. They shall be properly heated and lighted. Desks, chairs and lockers shall be provided. The same provision shall be made for drinking water, ice and toilets as provided for other employes at these locations."

The instant dispute was filed in a letter dated April 17, 1981 and during the handling of this grievance on property much of the initial complaint was remedied. Problems with the tool house as provided to employes was noted. In an inspection held jointly by the General Chairman and Carrier's representatives on October 8, 1982, agreements were reached to make corrections, alterations, and changes to the tool house. However, the dispute could not be settled on property because of an impasse reached over whether or not Rule 60 requires that ice, water and toilet facilities be provided at the tool house as Organization maintains, or that they be available in the area as Carrier maintains.

In the case presently at bar Carrier provides water and toilet facilities at its Industry Yard Office over a mile from the tool house provided as headquarters for the signal maintainers. After a thorough and careful reading of the Rule, this Board notes that the language of Rule 60 is specifically ambiguous as to whether the key section which reads "The same provision shall be made for drinking water, ice and toilets as provided for other employes at these locations," refers to including the same facilities in the tool house as exist for other employes at these locations or simply having the facilities available to tool house employes as to other employes at the same location. The Organization maintains it is the former while the Carrier maintains it is the latter interpretation which is intended. In the handling of this case on property, no evidence of past practice supporting Organization's claim is presented.

The weight of the evidence for any claim is the responsibility of the moving party. Where a contract is vague and language allows a broader interpretation this Board must permit such actions which do comply with the language presented. Without evidence of past practice, Carrier is not required under Rule 60 to restrict water, ice and toilet facilities to a single building and specifically the tool house. This Board can find nothing in Rule 60 that requires those facilities to be in the tool house. Therefore, it is the determination of this Board that the Carrier has not violated the rule and as such, this claim is denied.

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

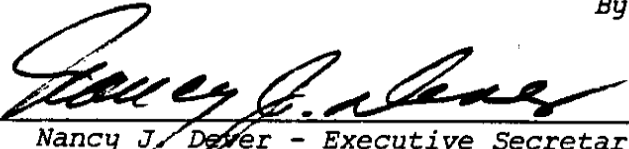
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 14th day of August 1984.

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