

QUESTIONS AT ISSUE:

"1. Does the YMCA at Russell, Kentucky continue to constitute suitable lodging under the terms of Article II of the June 25, 1964 National Agreement and the property agreement of October 15, 1965, as amended December 16, 1983.

"2. If the answer to Question 1 is no, do the proposed renovations of the Russell YMCA set forth in the feasibility study plan provided the Organization May 5, 1986, constitute sufficient improvements to satisfy the requirements of 'suitable lodging'?"

"3. If the answer to Question 2 is yes, will Engineers be required to be lodged in the YMCA during renovation?"

Background:

The dispute centers on the suitability, or more specifically, the continued suitability of the YMCA at Russell, Kentucky to serve as lodging for employees represented by the Brotherhood of Locomotive Engineers.

The record develops that the YMCA at Russell has provided lodging for railroaders for decades. The present building, constructed in 1950, was deemed to be suitable lodging for Engineers pursuant to the terms of Article I of the June 25, 1964 National Agreement. (See Agreement between C&O and BLE dated October 15, 1965.) As late as April 1, 1984, when the agreement of October 15, 1965 was revised, the YMCA at Russell, Kentucky, was again recognized by the parties to be suitable lodging for Engineers.

In 1986 the Engineers using the YMCA filed complaints on the condition of the facility. The Local Chairman advised the Carrier that noise, lavatory conditions and conditions in the cafeteria had rendered the facility unsuitable. He also mentioned the room size as being inadequate.

February 3, 1986, the Organization filed a Notice under Section 6 of the Railway Labor Act to eliminate the YMCA from the list of facilities deemed suitable for lodging Engineers represented by the C&O General Committee. During discussions on this Notice, numerous areas of complaint were reviewed. In response, the Company provided plans from the YMCA to renovate much of the facility. The parties were unable to resolve their differences and the Notice and

dispute remain. The Special Board was therefore established by agreement of the parties to decide the issues cited in the Statement of Claim.

Findings: (in pertinent part)

The Board finds itself in somewhat of a dilemma in responding to the first issue vis a vis the continued suitability of the YMCA facility. Numerous complaints were reviewed by the parties, none of which could not be resolved through more careful housekeeping (lavatories and cafeteria) or more diligence by the management (noise levels and food quality). However, on the other hand, the YMCA has seen fit to present a renovation plan, which must serve as tacit admission that improvements are needed. It stands to reason that a thirty-eight year old facility may need some sprucing up.

Based on the whole record in this case, we find that the conditions cited by the employees, if not attended to by the Carrier, would render the YMCA unsuitable as lodging for Engineers. This finding is confined to the facts in this case and will not serve as precedent in deciding another case. Fortunately, the plans by the YMCA to renovate the facility cause ultimate resolve to the first issue, a short-lived dilemma for the Carrier. We, therefore, find that the plans submitted by the Carrier to renovate the YMCA will place the facility in position as suitable lodging under the applicable agreements. The Board was advised in a post hearing letter from the Carrier that the number of rooms to be renovated has been reduced due to decreased utilization. The Board in turn recognizes that it will not be necessary to upgrade the entire facility, so long as the renovation adequately meets the lodging requirements in the future. To assure a satisfactory resolve, the Board will retain jurisdiction of this case pending submission of a final renovation plan, which is due within 60 days of the date of this Award.

As to the final issue, we find that the Carrier's position is most persuasive. They have advised that the Engineers will be relocated during the heavy construction phase. However, they do not feel that it will be necessary to stay out until the "last picture is hungup". We believe a reasonable approach will be taken by the Carrier. It surely is concerned that its workforce has an appropriate environment to take their rest.

AWARD:

The Questions at Issue are hereby disposed of per the findings. The board retains jurisdiction pending submission of the final renovation plan.