

The Long Island Railroad Company

Award No. 1

and the

Conductor and One

United Transportation Union

Background of the Dispute

In October 1981, Carrier attempted to implement a crew sheet that established crew size as consisting of a Conductor and one Brakeman. This attempt prompted the Union to challenge Carrier's action and a lengthy dispute ensued. Ultimately, the Union instructed its members to file time claims whenever they were required to perform tasks that were, according to the Union, not regular or traditional duties assigned to the job held at the time.

As an example, Ticket Collectors put in a time slip for a day's pay if they were required to apply handbrakes, throw switches to get trains in the clear, couple trains, throw switches in the yard, or test brakes. Brakemen, Conductors, and Collectors put in time claims requesting a day's pay if they were required to shut off lights and heat in a train at the train's terminal stop. Conductors and Assistant Conductors submitted claims when they were required to check Eastbound speed controls and seals. As a result, thousands of time claims were submitted by the Organization in all of the above-mentioned categories. As is frequently the case in the railroad industry when a large number of claims are filed, a few representative claims were progressed and presented to this Public Law Board for resolution, with the understanding that all outstanding claims would be settled in accordance with the Opinion and Award of the Board.

To expeditiously dispose of these thousands of claims, twenty-one specific claims grouped into six categories were presented to the Board. Those categories are as follows:

Claims

- |             |   |   |
|-------------|---|---|
| Group One   | - | Speed control-seals checking  |
| Group Two   | - | Collectors applying handbrakes  |
| Group Three | - | Collectors throwing switches to get trains into clear   |
| Group Four  | - | Collectors coupling trains, throwing switches in yards, and conducting brake tests                                  |
| Group Five  | - | Collectors, Brakemen, and Conductors closing windows in cars and turning off heat and lights when laying up a train |
| Group Six   | - | Conductors throwing switches and applying handbrakes.   |

This Board has further refined this grouping for its deliberations into two areas: claims involving Grade of Service disputes and claims involving the crossing of craft lines. Groups two, three, four, and six involve Grade of Service issues and Groups one and five involve the crossing of craft lines.

Grade of Service Claims

The Organization contends that Conductors, Brakemen, and Collectors all have specific job responsibilities that cannot be performed by anyone else without a penalty being

paid by Carrier.

Carrier contends that Trainmen, as defined in the Agreement, include all categories of employes--Conductors, Brakemen, and Collectors--and that each of these groups can be required to perform all services generally considered to be their responsibility.

It is the opinion of this Board that Carrier's arguments on this issue--and confined to this case--are the more persuasive. The Board, however, is compelled to state in this award that the Conductor assigned to the crew is in charge of the train and his orders must be followed by all train crew members, Collectors, and other workers on the train. If the Conductor directs a crew member or a Collector to throw a switch, flag, apply brakes, or perform similar tasks traditionally reserved to Trainmen, those directions must be followed. This is a long-standing principle universally applied in the railroad industry and we see no basis for indicating differently in this case. Conductors should not be required to perform switching, flag, apply brakes, and so forth if other crew members are present and can properly perform these tasks.

AWARD: GRADE OF SERVICE CLAIMS

All claims in Groups two, three, four, and six are denied.

Crossing Craft Line Claims

Group One,

Group one cases involve Conductors and Assistant

Conductors who are required to check Eastbound speed controls on trains running between Babylon and Penn Station. Carrier contends that it is a de minimus task that can be performed by a Conductor or Assistant Conductor and can, on occasion, result in savings of money and time to the railroad, as well as aid in meeting train schedules. The Organization contends that the work of checking speed control seals is work belonging to Car Inspectors and, in the case of diesel engines, Diesel Mechanics. It further argues that each violation requires a day's pay as a penalty. Carrier maintains that if this Board finds a violation in this instance, the penalty assessed should be based on time spent and not a day's pay.

It is the opinion of the Board in this instance that the checking of speed controls is work belonging to Car Inspectors and that, as such, the Organization's position should be sustained on these claims. The issue of penalty payment, however, will be discussed at the conclusion of this award.

#### Group Five.

This issue involves the question of Conductors, Brakemen, and Collectors being required to close windows in cars and turn off heat and lights when laying up a train. The Organization maintains that the closing of windows and the turning off of heat and lights is work belonging to Maintenance of Equipment forces and that, consequently, it is not work that can be assigned to Trainmen.

Carrier contends that the tasks of closing windows and turning off heat and lights when laying up a train have not always been performed exclusively by Maintenance of Equipment forces, but have, under certain conditions, been done by

Trainmen.

There has been considerable discussion between the parties on this issue and, at one point, a sizable settlement was agreed upon to pay window closing claims. That settlement, however, did not permanently solve the problem and additional claims were filed.

After a review of the total record on this issue, it is the opinion of this Board that all heat and light claims be denied and that the window closing claims be sustained. We do not, however, unequivocally adopt the Organization's position on the window closing issue and feel compelled to write some guidelines for the parties.

On trains moving to and from the yard, Trainmen can be assigned to close windows that they have opened. They may also be held responsible for closing windows they observe when they pass them in the regular course of collecting transportation. The comments regarding the closing of windows is confined to the equipment now in use on Carrier's property.

It is further the opinion of this Board that, with respect to retroactive claims for windows and speed seals, Carrier will make available \$1.5 million as a ceiling amount in a fund to pay these claims, and will establish a hearing date, or dates, at which individual employees may present evidence to a committee consisting of two representatives of each party concerning the number of pending claims. After this hearing, a final list shall be prepared and each claim will be compensated by dividing \$1.5 million by the total number of valid claims. In the future, violations of these scope rules on windows and speed controls will be subject to a definite penalty of a day's pay.

This Board has taken this action in stating a specific amount of money to be divided among all legitimate claimants in the interest of fairness to the employes, concern for the financial plight of Carrier, and to permanently settle the window and seal disputes. It is this Board's conclusion that \$1.5 million divided among all claimants will represent a minimal amount per claim.

This Board will continue in existence until all claims are satisfactorily settled. Any disputes over the validity of claims presented for payment can be submitted to this Board for resolution.

AWARD: CROSSING CRAFT LINE CLAIMS

Claims in Groups one and five sustained per Opinion of the Board.

R. E. DENNIS,  
Neutral Member

R. E. Dennis 6/24/83

E. YULE, JR.  
Employee Member

W. J. LYSAGHT,  
Carrier Member

Edward Yule Jr

Accepting Award Dissenting Only  
to that part pertaining to Grade  
of Service Claims. 6/23/83