

**Award No. 3916**  
**Docket No. 3692**  
**2-C&O-CM-'62**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Carroll R. Daugherty when award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYES'**  
**DEPARTMENT, A. F. of L.-C. I. O. (Carmen)**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY**  
**(Southern Region and Hocking Division)**

**DISPUTE: CLAIM OF EMPLOYES:** 1. That the assigning of other than Carmen to operate an electronic device and reading of tape to detect overheating of journals, and gauging the heat on journals on arriving trains at Clifton Forge, Virginia, is in violation of Rule 154 of the controlling agreement.

2. That accordingly the Carrier be ordered to assign the work involved in this case to Carmen Inspectors, and Carmen Silas A. Wilson, Donald R. Brown, Everett J. Black and Willard D. Plumley be compensated 8 hours each day, five days each week subsequent to March 13, 1959, as long as said violation continues.

**EMPLOYES' STATEMENT OF FACTS:** On March 13, 1959 a "Servosafe Hot Box Detective" was installed at Clifton Forge, Virginia, and operated by foremen supervisors. The Servograph recording unit is located in the foremen's office at Clifton Forge. As the Servosafe "Hot Box Detective" makes an individual inspection of each journal as it passes over the electronic eye, the findings are recorded on a paper tape on the recording unit in the foremen's office and inspecting of the tape to ascertain whether there is evidence of a hot box is done by foremen supervisors in the foremen's office seven days per week. Detectives are located at Clifton Forge, Virginia.

Prior to the installation of the "Servosafe Hot Box Detectives," carmen, in connection with the inspection of passenger and freight cars in trains, inspected journal boxes to determine whether or not there were hot boxes or any defects which might cause hot boxes. On or about July 20, 1959, the inspecting of journal boxes for excessive heat, defective brass, wedges, journals and other defects on cars arriving at Clifton Forge, Virginia was discontinued, which resulted in car inspectors being furloughed. The recommended manner for inbound and outbound inspection is shown on Page 16 of the Lubrication Manual put out by the Association of American Railroads and

(2) The work claimed by carmen in this case is not work which has been performed by or accrues exclusively to any class or craft of employe.

(3) The work claimed by carmen is not covered by Rule 154 of the Shop Crafts Agreement and such rule has no application in the instant dispute.

(4) The employes by their claim are endeavoring to impede progress and prevent carrier from taking advantage of technical advancements.

**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 employe 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.

The main difference between the facts in this docket and those in the dockets resulting in Awards 3523, 3524, 3601, and 3829 is that here a car foreman read the tapes in the hot box detectors and acted on the basis of the information thereon whereas in the other cases towermen and telegraphers read the tapes and transmitted the information therefrom.

The Division finds that (1) this difference is not a significant one, and (2) the above-listed awards must therefore control the decision here. An affirmative award is not justified in the instant case.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of January, 1962.

#### DISSENT OF LABOR MEMBERS TO AWARD 3916

Rule 154 of the controlling agreement, so far as here applicable, provides that "Carmen's work shall consist of . . . inspecting all passenger and freight cars . . ." The findings of the majority are palpably erroneous and are obviously the result of ignoring the facts and basing the decision on prior awards rather than the applicable portion of the governing agreement.

Edward W. Wiesner

C. E. Bagwell

T. E. Losey

E. J. McDermott

James B. Zink