

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

John Day Larkin—Referee

---

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

**LOS ANGELES JUNCTION RAILWAY COMPANY**

**STATEMENT OF CLAIM:** (a) Carrier violates the rules of the current Clerks' Agreement when it requires clerical employees to bleed air from cars; and,

(b) Employees covered by the Scope Rule of our Agreement shall be compensated for 8 hours at their pro rata rate on each occasion they are required to bleed air, retroactive to March 1, 1954, and continuing until such violation of Agreement is corrected.

**EMPLOYEES' STATEMENT OF FACTS:** The Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees was certified by the National Mediation Board (Railway) as the duly accredited representative of the clerical, office, station and storehouse employees of the Los Angeles Junction Railway Company on March 31, 1950. On July 7, 1950 the Organization served formal notice of desire to negotiate an agreement governing the hours of service and working conditions of all Employees of the Los Angeles Junction Railway Company represented by the Brotherhood, which notice was accomplished by a rules proposal embodying 39 rules. Negotiations got under way on August 4, 1950, and were completed and the Agreement became effective on July 1, 1951.

In the meantime, while negotiations of the Agreement were in progress, or more specifically on October 13, 1950, the Vice President and General Manager of the Los Angeles Junction Railway Company, Mr. C. J. Lumpp, addressed a joint letter to Mr. F. T. Ricketts, Vice General Chairman of the Brotherhood, and Mr. R. R. Brown, second Vice General Chairman of the Brotherhood of Railway Carmen of America, in which he related the fact that the coupling and uncoupling of air hose and the bleeding of air had, in the past, been performed by various classes of employees and that he would like to meet with the representatives of both organizations with a view of reaching a mutually satisfactory understanding so as not to disturb the then present arrangement. Copy of Mr. Lumpp's letter of October 13, 1950, is attached hereto and made a part hereof and identified as Employees' Exhibit "A". Meeting was held pursuant Mr. Lumpp's request and a Tri-Party Memorandum of Agreement was reached and signed on November 17, 1950, copy of which is attached hereto and made a part hereof and identified as Employees' Exhibit "B".

The Fourth Division of the Adjustment Board has likewise adopted the principle that the work of releasing air brakes on cars is a task common to many groups and classes of employees. In Fourth Division Award No. 87 a claim was made by The American Railway Supervisors' Association on behalf of yardmasters that the work of bleeding cars, among other things, belonged to the yardmasters and that the respondent carrier, the Chicago and North Western, should be required to reestablish yardmaster positions where this work was being performed by yard clerks. The Fourth Division, with a referee, denied the claim, stating in its Opinion:

"The bleeding of cars is not strictly the function of a yardmaster but may be done by other employees and has through the course of many years of railroading."

The contentions of the Organization would draw too fine a line and would inject too much rigidity into railroad operation when a reasonable amount of flexibility is essential to the welfare of both the employees and the Carrier. We do not think that a proper basis for an affirmative award exists.

The Carrier respectfully asserts that the instant claim should be denied for the following reasons:

1. It is entirely without support under the Agreement rules, and agreement has not been violated.
2. Cancellation of the Tri-Party Memorandum of Agreement does not deny to the Carrier the right to require clerical employees to continue to bleed cars. In the absence of the Agreement of November 17, 1950, or schedule rule, the clerical employees are not relieved of this task, and no particular class or craft of employees has any established claim to the exclusive performance of the task of releasing air brakes on cars.
3. Such work does not belong exclusively to any craft and may be performed incidental to their regular work in the absence of any agreement to the contrary.
4. The First, Second, Third, and Fourth Divisions, National Railroad Adjustment Board, in various awards have held that the bleeding off of air brakes is not exclusive work of any classification of employees and may be performed by any class or craft incidental to other duties. (See First Division Awards 1196, 5984; Second Division Awards 32 and 682.)

All that is contained herein is either known or is available to the employees or their representatives.

(Exhibits not reproduced.)

**OPINION OF BOARD:** On March 31, 1950, the National Mediation Board certified the petitioning Brotherhood as the accredited representative of the clerical office, station and storehouse employees of this Carrier. Prior to this date these employees had no representation. Also, prior to this, the Carrier required these same employees to couple and uncouple air hose and to bleed air from cars.

While the parties were in negotiations, before reaching their first basic agreement, effective July 1, 1951, a special Memorandum of Agreement was made November 17, 1950. This special agreement was a tri-party arrangement between the Carrier, the Brotherhood of Railway Carmen, and the petitioning Brotherhood, which provided for "the continuance of present handling of air . . ." It was further agreed and "understood that employees covered by such agreements do not have monopoly right to the coupling and uncoupling of air hose and the bleeding of air and, further that such duties, at the option of the Los Angeles Junction Railway Company may be performed by others."

This Agreement was to be effective from November 17, 1950, "until it is changed, amended, or terminated by thirty (30) days' written notice given by either party, of a desire to do so." The Clerks' Organization, upon notice to Carrier, cancelled this Agreement as of February 28, 1954, leaving only the basic Agreement of July 1, 1951, as the controlling one.

Subsequent to March 1, 1954, Carrier relieved the members of the petitioning Organization of the duties of coupling and uncoupling air hose; but it continued to require them to bleed air, which, Carrier contends "has been a duty performed by clerks from time immemorial."

The principal issue here is whether there has been a violation of the Scope Rule of the Agreement. The fact that there was a tri-party agreement in effect prior to March 1, 1954, which continued past practice, and that this special agreement has been terminated, does not of itself deprive the Carrier of the right to assign this work to whom it seems most fitting.

The Scope Rule specifies the employes covered by the Agreement and establishes the various types of work to which the covered employes are entitled, and which the Carrier is required to assign to them. But neither this rule nor any other rule of the Agreement prohibits the Carrier from assigning other duties to these employes. (Award No. 4572.)

Every Division of this Board has held that the work of bleeding cars belongs to no particular craft, but may be done by members of any group as incidental to their regular work. See Third Division Awards 2175 and 4600; First Division Awards 1196 and 5984; Second Division Awards 32 and 682; and Fourth Division Award 87. While most of these Awards are concerned with claims of the exclusive right to perform such work, rather than avoiding it, it is significant that bleeding air from cars seems traditionally to have been assigned to those most conveniently situated for performing these duties.

In the absence of some rule which prohibits the Carrier from assigning the duties of bleeding air from cars to the Clerks, we see no basis for sustaining this claim. In making assignments, the Carrier retains all authority not specifically surrendered in the Agreement. We can only interpret the Agreement as it is and treat that which has not been specifically granted to the employes as having been reserved to the Carrier (Award 2496). The cancellation of the tri-party Agreement of November 17, 1950, did not deprive the Carrier of its right to make the specific assignment in question.

**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 Employes involved in this dispute are respectively Carrier and Employes 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 has not been violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon  
Secretary

Dated at Chicago, Illinois, this 23rd day of September, 1955.