

Award No. 3435

Docket No. 3328

2-IC-EW-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Francis B. Murphy when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Electrical Workers)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

(a) That the Illinois Central Railroad Company improperly authorized an Electrical Contractor to perform electrical work in and about the Company's Warehouse No. 1, 1300 Girod Street, New Orleans, La., on August 7 and 8, 1957, thereby damaging employes of the electrical workers' craft employed by the Carrier.

(b) That the Illinois Central Railroad Company be ordered to compensate Electrical Workers J. B. McDade and H. B. Wederstrandt as follows:

J. B. McDade

H. B. Wederstrandt

8/7/57 — 8 hrs. — time and one half 8/7/57 — 8 hrs. time and one half

8/8/57 — 5½ " — " " " " 8/8/57 — 5½ " " " " "

EMPLOYEES' STATEMENT OF FACTS: The Illinois Central Railroad Company, hereinafter referred to as the carrier, maintains a warehouse, identified as Warehouse No. 1, at 1300 Girod Street, New Orleans, La., which is on the carrier's property, in which they rent space to several meat packing concerns, one of which is assigned to a Mr. William J. Schroeder.

J. B. McDade and H. B. Wederstrandt, hereinafter referred to as claimants, are regularly employed by the carrier as electrical workers and hold seniority as such under the terms of the current agreement, at New Orleans, La.

The carrier authorized Mr. William J. Schroeder to have electrical conduit, wiring, receptacles, etc., installed in and about the carrier's Warehouse No. 1

"It is the opinion of the Board that the order of the Board in Award No. 8327 is controlling in this matter in **that the work which is the subject of the claim herein was not required by the Carrier and no other employe of the carrier was assigned to perform the work for which the claimants claim compensation.**" (Emphasis added.)

In Award 5246 the opinion states:

"... But the Scope Rule of a collective bargaining agreement covers only the **work thereunder which is or may be undertaken by the Carrier in connection with its operation of its railroad.**" (Emphasis added.)

Also Award 6499:

"Since this was construction work 'for account of and at the cost and expense of the City', **it did not constitute work of the Carrier and the employes of the Carrier could have no possible claim to its performance.**" (Emphasis added.)

In conclusion, the carrier would like to emphasize the fact that this is not a case where the carrier let out a contract to a private contractor but is a case where a private individual, on his own volition, contracted and paid for improved facilities on a platform which he had right of use. The work involved in this claim was not required by the carrier, and no other employe of the carrier was assigned to perform the work. There is no basis whatsoever to the claim the employes have brought before this Board because the agreement covers only the work undertaken by the carrier in connection with its operation of its railroad. The work involved herein does not fall in that category, and this claim should be denied.

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 waived right of appearance at hearing thereon.

The carrier owned a warehouse at New Orleans but it had not been in use for a number of years.

As a matter of accommodation, various meat packers who desired space, were assigned portions of Warehouse No. 1 to expedite the unloading, segregation and delivery of their products. Mr. William J. Schroeder was permitted to use a portion of the warehouse and found it necessary for his use to add electrical conduits, wirings, etc. The organization contends that under the agreement this work, which was contracted by Mr. Schroeder to a local firm, was work that should have been done by claimants.

We are unable to find any violation of the agreement in this case. The purpose of the agreement between the carrier and the organization is to pro-

vide rules and regulations for the orderly operation of their common business, which is the operation of the railroad.

The record in the instant case does not show that the carrier was using this warehouse for its own operation, in fact, it reveals that it was used for the sole purpose of Mr. Schroeder, for other purposes which are outside the purview of the agreement.

AWARD

Claims (a) and (b) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 4th day of April, 1960.