

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 32753
Docket No. SG-33004
98-3-96-3-403

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Terminal Railroad Association of St. Louis**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Terminal Railroad Association of St. Louis (TRRA):

Claim on behalf of E. K. Hubbard and S. B. Witthauer for payment of 40 hours each at their respective straight time rates, account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when it used other than covered employees to wire a signal relay panel at WR Tower in Granite City, Illinois, from March 27 to March 31, 1995, and deprived the Claimants of the opportunity to perform this work. General Chairman's File No. 95-41-A-S. BRS File Case No. 9757-TRRA."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 Carrier purchased a pre-wired bungalow from L&W Company. On the dates set forth in the claim, two employees of L&W completed wiring inside the bungalow which was physically located on the Carrier's property at the WR interlocking in Granite City, Illinois. The Organization asserts that this work was Scope covered and should have been performed by covered employees. At the time the work was performed, the Carrier had not yet accepted or paid for the bungalow.

We find this case no different than the line of cases holding that the purchase and use of pre-fabricated equipment does not violate the Scope Rule. See Third Division Award 32135 and Awards cited therein. The work performed by the L&W employees inside the bungalow was under L&W's obligations in accord with the purchase agreement between the Carrier and L&W. At the time the work was performed, the Carrier neither owned nor controlled the bungalow. There is nothing in this record to show that the work performed by the L&W employees was part of the subsequent installation of the new bungalow into the Carrier's on-line remote control system - which would be Scope covered work. The Organization's burden has not been met.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 23rd day of September 1998.