

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 43185  
Docket No. SG-44046  
18-3-NRAB-00003-170065**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

**(Brotherhood of Railroad Signalmen  
PARTIES TO DISPUTE: (  
(Union Pacific Railroad Company**

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:**

**Claim on behalf of T.W. Douglas, J.D. Ensor, T.S. Hevalow, B.M. Hoolihan, J.A. Koll and T.R. Marler, for all hours worked by contractors to be divided equally among each Claimant at their respective time and one-half rates of pay, account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule and Rule 65, when from August 5, 2015, through September 30, 2015, Carrier permitted contractors to perform the Scope covered work of installing cable troughing at Neff Yard in Kansas City, Missouri, thereby causing the Claimants a loss of work opportunity. Carrier’s File No. 1637923. General Chairman’s File No. S-SR, 65-1509. BRS File Case No. 15542-UP.”**

**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 Organization filed the instant claim on the Claimants' behalf, alleging that the Carrier violated the parties' Agreement when it utilized an outside contractor to perform the Scope-covered work of installing cable troughing used to house and protect signal cable during the period from August 5 through September 30, 2015, thereby denying the Claimants this work opportunity. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because the work at issue is covered under the BRS Scope Rule, and because there is no support for the Carrier's position.

The Carrier contends that the instant claim should be denied in its entirety because the Organization has failed to meet its heightened burden of proof in this jurisdictional case, because the work at issue related to both signal cable and telecommunication fiber optic lines, because the Organization has not shown a system-wide practice of performing such work to the exclusion of all others, and because the claim is excessive and creates a windfall for the Claimants.

The parties being unable to resolve their dispute, this matter came before the Board.

The Board has reviewed the record in this case, and we find that the Organization has failed to meet its burden of proof that the Carrier violated the Agreement when it permitted outside contractors to install cable troughing at Neff Yard in Kansas City, Missouri. Therefore, the claim must be denied.

The record reveals that the troughing work that was performed in this case by the outside contractor was done for the purpose of placing both signal cables and telecommunication fiber optic lines into those channels. The Carrier has come forth with several decisions of the Third Division that support its right to have an outside contractor do the work when the project is being performed for several departments within the Carrier. In other words, the work is not exclusively reserved to the signal employees.

**Form 1  
Page 3**

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**Since the Organization has failed to meet its burden of proof in this matter, the Board has no choice other than to deny the claim.**

**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 30th day of May 2018.**