

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45424
Docket No. SG-47997
25-3-NRAB-00003-230533**

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: (
(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. Race, R. Threadgill, M. Vannoy, and C. Wells, for 30 hours each at their respective overtime rates of pay; account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when on August 20, 2022, it was discovered outside contractors from the Idaho & Sedalia shop pre-wired and constructed signal crossing equipment to be installed at M.P. 289.72 on the Angelton Subdivision. Carrier, in assigning an outside contractor to perform this work, violated the parties’ Agreement and caused the Claimants a loss of work opportunity. Carrier’s File No. 1779249, General Chairman’s File No. S157-SR-344, BRS File Case No. 6148, NMB Code No. 312 - Contract Rules: Scope.”

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 dispute in this case is over the Organization's contention that the Carrier improperly contracted out scope-covered work. The work that was performed by the contractor (Idaho & Sedalia Railroad Company) was "... to assemble all associated parts of the signal crossing equipment prior to shipping the material for the project". Organization Submission at 4; Organization Exhibit 1 at 1-2. Scope covered employees performed the equipment installation. The pre-assembly of the equipment is at issue.

The Organization has not carried its burden.

"The Carrier has the right to purchase finished products." Third Division Award 36765 between the parties (and awards cited). See also, Third Division Award 32135:

"The Carrier purchased and used pre-wired and pre-assembled signal equipment from a vendor, Burco. This claim followed.

It has long been held that the purchase and use of such pre-fabricated equipment does not violate the Scope Rule. See e.g., Third Division Awards 32058, 32057, 28276, 21232, 20926, 20414, 13703; Public Law Board No. 1719; Public Law Board No. 2044, Award 4; Public Law Board No. 1499, Award 1."

The claim shall therefore be denied.

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 13th day of February 2025.