

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45520
Docket No. SG-47759
26-3-NRAB-00003-230136

The Third Division consisted of the regular members and in addition Referee Daniel F. Brent when award was rendered.

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

STATEMENT OF CLAIM:

“Claim on behalf of T.N. Race, R. Threadgill, and M.F. Vannoy, for 608 hours at their respective rates of pay; account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when, beginning on March 1, 2022, a contractor, Reinhold Electric, installed meter cans, H fixtures, disconnect enclosures, and signal power cable on Angleton Subdivision. Carrier, in assigning an outside contractor to perform this work, violated the parties’ Agreement and caused the Claimants a loss of work opportunities. This is a continuous claim.

Carrier’s File No. 1773570, General Chairman’s File No. S99-SR-274, BRS File Case No. 5712, 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 Organization (hereafter BRS) contends that the Carrier violated the Scope Rule by improperly assigning to subcontractors work that was exclusively reserved for the bargaining unit consisting of installing meter cans, fixtures, disconnecting closures, and signal power cables on the Angleton subdivision. According to the Organization, the subcontracted work included setting power poles, installing power cables, and installing meter cans on H fixtures in violation of the Scope Rule, which provides in relevant part:

This agreement governs the rate of pay, hours of service, and working conditions of employees in the Signal Department who construct, install, test, inspect, maintain, or repair the following: signals and signal systems, including inoperative signals and train order signals, automatic cab signal equipment, excluding portions on motive, power and rolling stock, track occupancy indicators, electrical switch locks and switch circuit controllers, high tension and other lines of the Signal Department, overhead or underground, poles and fixtures, conduits, transformers, arrestors, and distributing blocks, track bonding wires or cables pertaining to railroad signaling, interlocking, and other systems and devices listed in (1) above.

Paragraph 12 of the Scope Rule provides jurisdiction over “all other work generally recognized as signal work performed in the field or signal shops. The classifications enumerated in Rule One include all the employees of the Signal Department performing work referred to under the heading of “Scope.”

In Award 19525, Referee Alfred H. Brent held, that, “This Board has consistently applied as the controlling criterion that if the work to be performed was for the purposes of a signal system, it was Signalman's work.” Referee Robert G. Williams wrote in Second Division Award 6330, “It has been generally accepted in prior awards that Signalman's work classification is based on a system and facilities concept. If work is an integral part of the signal system, then it is Signalman's work.”

The disputed work occurred beginning on March 1, 2022, when a contractor was assigned to set power poles, install power cable, and install meter cans on H fixtures in the Angleton subdivision. The Organization has established that these functions have been performed by bargaining unit employees in the past and that the primary focus of the disputed work was to power signal equipment related to running the railroad. The documentary evidence submitted by the Organization established persuasively that the type of equipment used by contractors to perform this function was similar to the

equipment used by the Carrier and that bargaining employees had the experience and expertise to perform the disputed work.

The Carrier acknowledged that on March 1, 2022, employees from Reinhold Electric set power poles, meter cans, H fixtures, disconnected enclosures, and installed power cables in the Angleton Subdivision at or near Milepost 31 1.1. According to the Carrier's response, "There was no work performed in this instant that involved any signal cables or signal equipment. All work performed was limited to AC power distribution and associated equipment that feeds a joint facility containing both signal and telecom equipment." Neither of these defenses was persuasive. The presence of both telecom and signal equipment being fed by the power does not authorize the Carrier to subcontract out work that the bargaining unit is capable of performing.

Referees have rejected Carriers' stated position that a licensed electrician is required to install the disputed equipment. Referee Stephen Bierig, in awarding the disputed work to the claimants in Third Division Award 39855, held that the transmission of power for railways is specifically exempted from the National Electrical Code. Moreover, the instant dispute does not involve, "commercial" power, as commercial power ended at the demarcation point. Neither does the instant dispute concern the distribution of work between two different crafts on the Carrier's property represented by different unions. The instant grievance does not assert exclusive jurisdiction over the work. Rather, the dispute involves whether the work outsourced to a contractor fell within the Organization's jurisdiction. The precedent cases cited by the Organization established persuasively that this work has been explicitly reserved for bargaining unit employees.

Although the claimants were fully employed during the relevant time period, the Organization asserted that a monetary remedy is appropriate in the instant case because prior awards support the concept that monetary compensation is justified when work was contracted out that could have been accomplished by the bargaining unit if the Carrier had rescheduled the work.

This precondition was established by the Organization.

Moreover, the work of the Brotherhood of Railroad Signalmen bargaining unit is not limited to working on signal cables and signal equipment, as the Scope Agreement explicitly provides bargaining unit jurisdiction:

(2) for installation of high tension or other lines of the signal department, overhead or underground, poles and fixtures, conduits, transformers, arrestors, and distributing box blocks, track bonding, wires or cables pertaining to railroad signaling, interlocking, and other systems and devices listed in (1) above.

This description reasonably must be construed to include AC power to permit the operation of signal equipment and other equipment. Thus, the Scope Rule plainly grants the bargaining unit superior jurisdiction over the type of equipment that was subcontracted out in the instant case.

The Carrier has the burden of substantiating its affirmative defense that such work has been subcontracted out in the past either without grievance by the Organization or that similar disputes have been dismissed by this Board. The Carrier has not persuasively established that such work has routinely been contracted out. Nor has the Carrier's assertion that, "no scope covered work was performed and no signal cables were installed by the contractor" been persuasively established by a preponderance of the evidence.

Local power companies may have installed commercial power service that is ultimately used by the Carrier, but the installation of power connections on Carrier property from the commercial source to the Carrier's signal-related use remains bargaining unit work unless performed under legitimate circumstances by other crafts employed by the Carrier.

The Carrier's assertion that, "At no point did the contractor ever handle or install signal cables and made no changes to the signal system" is immaterial. The limitation of the contractor's work to "AC power distribution and associated equipment" does not, in and of itself, justify an incursion into the work reserved for the bargaining unit by the Scope Agreement. Because the instant case does not represent a jurisdictional dispute among unions representing Union Pacific employees, the existence of prior challenges by the BRS regarding the use of IBEW-represented employees is not germane. Referee Kohn's Award in Public Law Board 72-70 might be applicable in a dispute between two crafts representing Carriers' employees, but her determination of non-exclusivity does not extend to non-employee subcontractors.

Therefore, based on the evidence submitted, the instant claim must be sustained.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 27th day of January 2026.