

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45523
Docket No. SG-48019
26-3-NRAB-00003-230535

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 G. Ahrendes, E. Christensen, and R. Draper, from Signal Gang 2560, and J. Cotter, J. Williams, and M. Wiltbank from Signal Gang 2663 for 2000 hours each at their respective rates of pay; account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Rule 65, when beginning August 31, 2022, and continuing, Carrier permitted contractors from Hunt Electrical and PTI Electrical to perform the scope-covered work of installing power cables and associated equipment on the Cascade Subdivision, thereby causing the Claimants a loss of work opportunities.

Carrier's File No. 1780300, General Chairman's File No. W-SR-65-0184, BRS File Case No. 6249, 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 Carrier conflated two essential principles by arguing that the lack of exclusivity between two unions, BRS and IBEW, that represent employees of Union Pacific entitles the Carrier to assign bargaining unit work performed by members of the two bargaining units to an outside contractor. The arbitration decisions cited by the Carrier in support of this position are inapplicable and unpersuasive.

The Carrier is entitled to use outside contractors to install commercial power service only up to a demarcation point on Carrier property. The shared, non-exclusive performance of some duties by members of more than one bargaining unit of Union Pacific employees does not confer on the Carrier the right to assign such work to non-employees. Thus, the Carrier's contention that it may use outside contractors to perform bargaining unit work when the work is shared between two or more unions on the Carrier's property cannot be sustained.

The evidentiary record supports the Organization's contention that BRS bargaining unit employees were entitled to perform some portion of the disputed work from the point of demarcation further onto Carrier's property, including trenching, erecting H power racks and installing other signal related equipment and that the Carrier's use of contractor employees violated the Scope Rule. Therefore, the instant claim must be granted for the portion of the work that runs from the commercial power supply connection or meter to signal related devices, including the testing of signal equipment from the demarcation point of commercial power, installing H-frame power racks, digging in power cables, and setting transformers from Milepost 466 to Milepost 504 on the Cascade Subdivision.

The monetary remedy for the Carrier's violation shall be limited to the number of hours actually spent by contractor employees performing these tasks.

Claim sustained in accordance with the findings. The monetary remedy for the Carrier's violation shall be limited to the number of hours actually spent by contractor employees performing these tasks.

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.