

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 45525  
Docket No. SG-48049  
26-3-NRAB-00003-230636

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

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

**STATEMENT OF CLAIM:**

“Claim on behalf of J. Epperson, for 18 hours at his respective overtime rate of pay; account Carrier violated the current Agreement, particularly the Scope Rule, when, beginning on December 4, 2023, it utilized an outside contractor to fuel a generator powering signal equipment at Control Point T444 on the Baird Subdivision.  
Carrier’s File No. 1781703, General Chairman’s File No. S141-SR-376, BRS File Case No. 6224, 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 correctly asserted that the maintenance of signal components and appurtenances to such components are duties explicitly reserved by the Scope Rule for BRS bargaining unit employees. The Carrier has not presented a compelling

justification for hiring a contractor to refuel the generator used to power the signal system at Control Point T444 on the Baird Subdivision.

Such work maintaining signals and signal systems is clearly covered by the Scope Rule as constituting Signalman bargaining unit work. The instant dispute is not a jurisdictional dispute between two unions representing Carrier employees of this property. Thus, the Carrier's assertion that the primary power by standby generators is being provided to a facility shared by Telecommunication and Signal equipment does not erode the jurisdiction of BRS-represented bargaining unit employees to the extent that non-Union Pacific employees of an outside contractor may supersede the Organization's jurisdiction over the disputed work.

Claim sustained. The Carrier shall pay Claimant Epperson eighteen hours at his respective overtime rate of pay.

**AWARD**

Claim sustained.

**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.