

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 45526  
Docket No. SG-48061  
26-3-NRAB-00003-230619

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 R. Threadgill, M.F. Vannoy, and C. Wells, for 40 hours at their respective overtime rates of pay; account Carrier violated the current Signalmen’s Agreement, particularly the Scope Rule, when, on November 12, 2022, an outside contractor, Reinhold Electric, trenched and installed power cable at M.P. 282.41 on the Angleton 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. 1781687, General Chairman’s File No. S99-SR372, BRS File Case No. 6225, 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.

**This claim involves the trenching and underground installation of 1500 feet of power cable from the meter pole to a signal cabin located at Milepost 282.41 on the Angleton Subdivision on or about November 12, 2022. Photographs and other documents submitted in evidence by the Organization established persuasively by a preponderance of the evidence that the trenching and installation of 1500 feet of underground cable from a commercial source ultimately to the cabin reserved exclusively for signal equipment was explicitly reserved under the Scope Rule for the bargaining unit represented by the Organization. The cable fell within the description in Section 1 of the Scope Rule describing installation of signals and signal systems as defined in Section 2 to include “High tension and other lines of the Signal Department, overhead or underground, poles and fixtures, wires or cables, pertaining to railroad signaling, interlocking, and other systems and devices listed in (1) above.” The inclusion of the disputed work could not be clearer, whether limited to the installation of cable from a power source to a signal cabin or expanded to include H fixtures for meters or switches or other devices between a commercial source of power and the signal cabin, as well as Signal Department equipment within the signal cabin.**

**The Carrier asserted in response the instant claims that the disputed work was neither covered under the Scope Rule of the parties’ Agreement or exclusively reserved to the Signaller bargaining unit, that the signal cabin to which power was provided was mixed use facility, and that the disputed work was an integral part of a larger project that could not be parceled out to the BRS-represented bargaining unit without substantially disrupting the completion of the larger project. Notwithstanding the Carrier’s assertions, the Carrier has not met its burden of demonstrating persuasively by a preponderance of the evidence any of these contentions that would deprive the Claimants of the legitimate opportunity to perform the disputed work.**

**Even if the evidence did support a finding that the cabin to which power cable was installed a mixed-use facility, the BRS need not establish exclusive jurisdiction relative to any other union representing Union Pacific employees on the property in order to enjoy superior access to the disputed work afforded by the Scope Rule compared to any outside contractor. Moreover, even if the cable powered a cabin containing both Signal Department equipment and, for example, Telecom Department equipment, such mixed use would not supersede the Organization’s access to the cable installation in favor of the Carrier’s award of the work to a contractor.**

The larger project contracted out did not necessarily preclude the proper assignment of the installation of underground cabling and other appurtenances to the signal system to the BRS-represented bargaining unit, as such work could reasonably be assigned, scheduled, and performed to bargaining unit employees in a manner that did not impede timely completion of the larger project. The Carrier has not met its burden of demonstrating that the disputed cable installation and connection work was inextricably intertwined with the larger project or that the bargaining unit employees were not qualified or properly equipped to undertake and successfully complete the disputed work. Therefore, the piecemeal work argument raised by the Carrier cannot be sustained.

The record does not support a contention that the Organization was seeking to perform installation of commercial power or technical signal-related work beyond providing electrical power from a commercial source to a signal cabin that, more probably than not, would house only Signal Department equipment at the time of installation. Neither, however, does the record support a finding that the three Claimants were deprived of 648 hours each of work opportunity. The record does entirely justify a finding that Claimants R. Threadgill, M.F. Vannoy, and C. Wells were improperly deprived of work opportunity on or about November 12, 2022, Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, by assigning a contractor to trench and install 1500 feet of power cable to a signal cabin located at Milepost 282.41 on the Angleton Subdivision. Each Claimant shall be paid for 40 hours at their respective overtime rates of pay.

Claimants R. Threadgill, M.F. Vannoy, and C. Wells were improperly deprived of work opportunity on or about November 12, 2022, Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, by assigning a contractor to trench and install 1500 feet of power cable to a signal cabin located at Milepost 282.41 on the Angleton Subdivision. Each Claimant shall be paid for 40 hours at their respective overtime rates 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.**