

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45528
Docket No. SG-48091
26-3-NRAB-00003-230656

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 J.D. Adcock, D.W. Claycomb, K.C. Colgazier, L.R. Creason, J.A. Lueders, and D. Metcalfe, for 28 hours each at their respective overtime rates of pay; account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when from January 10 through 12, 2023, Carrier permitted outside contractors, Capital Railroad Contractors, to install a retaining wall for a signal foundation at M.P. 220.98 on the Boone Subdivision, thereby causing the Claimants a loss of work opportunity.
Carrier's File No. 1782910, General Chairman's File No. N 0337, BRS File Case No. 6226, 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 instant dispute concerns the assignment to contractors of work installing retaining walls and pads that the Organization contends are used exclusively to protect and support “BRS equipment” and thus such work fell exclusively in BRS jurisdiction pursuant to the Scope Rule in the parties collective bargaining agreement. The Organization’s position is predicated on the assertion that the retaining wall was “solely and unmistakably a direct appurtenance of the signal system and served no other function.” The photographs in evidence substantiate the Organization’s contention that the disputed work consisted of installing corrugated iron retaining panels that were solely to protect and support signal equipment, thus constituting an appurtenance to the signal equipment. Pursuant to the explicit terms of the Scope Rule, signal equipment and their appurtenances fall within the exclusive jurisdiction of BRS-represented employees. Even if there were no exclusivity for the BRS bargaining unit in relation to other organizations representing Union Pacific employees, the Scope Rule precludes assigning signal-related work to outside contractors to the detriment of BRS-represented bargaining unit employees of the Carrier.

Photographs of the completed installations buttress the Organization’s assertion that the disputed work is entirely signal system related and the finished project houses a dedicated signal cabin. Therefore, the disputed work was improperly awarded to the contractor in violation of the parties’ agreement and specifically the Scope Rule, paragraph 5. Moreover, the Carrier has not established that the Scope Rule exception for berms and foundations for buildings applies in the instant case, as the planform project houses a cabinet, not a building. Nor did the Carrier establish persuasively that the retaining was a berm as contemplated by the Scope Rule expressed exception to the Organization’s jurisdiction over signal-related work. Finally, the Carrier did not establish that the Claimants did not have the expertise or experience to perform the disputed work.

For all these reasons, the Organization has established its case by a preponderance of the evidence, and the instant claim must be sustained.

Claim sustained. The Carrier shall pay Claimants J.D. Adcock, D.W. Claycomb, K.C. Colgazier, L.R. Creason, J.A. Lueders, and D. Metcalfe, for 28 hours each 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.