

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45530
Docket No. SG-48097
26-3-NRAB-00003-230672

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 T.A. Close, W. Crownhart, C. Leigh, and J.L. Toppin, for 252 hours divided equally at their respective overtime rates of pay; account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule, when from January 17 through 20, 2023, Carrier permitted an outside contractor, SNC Solutions Inc., to install a foundation for a signal cantilever at C.P. Y138 on the Geneva Subdivision, thereby causing the Claimants a loss of work opportunity. Carrier's File No. 1783003, General Chairman's File No. N 0339, BRS File Case No. 6227, 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 established that the disputed work involved installation of components to support a cantilevered signal apparatus. The combination of parts was assembled off site and brought to the location for installation. This circumstance did not satisfy the definition of a precast component, which item is explicitly excluded as an exception to the Scope rule conferring jurisdiction on the BRS bargaining unit to install signal related structures other than precast fixtures, presumably consisting of concrete manufactured by pouring the concrete into a mold. In the instant case, the assembled base was not concrete, nor was it manufactured in its entirety by a commercial vendor.

Thus, the preassembled components comprising the foundation for a signal cantilever at Contact Point Y137 on the Geneva Subdivision, as depicted in photographs in evidence, do not satisfy the plain meaning of the exception to the Scope Rule for precast components. The Carrier's allegation that the Claimants had neither the training nor the equipment to perform the tasks in dispute is not dispositive. If the Carrier wanted to avoid the expense of training BRS members to perform the work or obtaining the necessary specialized equipment, the Carrier was obligated to negotiate with the Organization before performing work reserved by the Scope Rule to BRS Signalman employees. Consequently, the Carrier violated the Scope Rule by assigning an outside contractor to fabricate and/or install of these metal pieces as the base of the signal cantilever. The evidentiary record established by a preponderance of the evidence that the disputed work was Signalman work that should have been assigned to the BRS bargaining unit.

The Carrier contends that the Organization failed to demonstrate exclusive performance of this work or that bargaining unit employees historically performed this work. However, the Carrier bears the burden to demonstrate by a preponderance of the evidence that the Scope Rule exemption for precast foundations applies in the instant case. The Carrier cannot shift the burden to the Organization to demonstrate that it has exclusive jurisdiction over this work when the Scope Rules specifies that all signal-related work belongs to the BRS bargaining unit. Unless the parties negotiate an exception, this Board is constrained to enforce the contract as written by using the plain meaning of a unitary precast concrete manufactured component, rather than a kit of metal pieces that are assembled on site.

The Organization's claim is hereby sustained. Claimants T.A. Close, W. Crownhart, C. Leigh, J.L. Toppin shall each be paid for 63 hours at their applicable

overtime rate (252 hours in aggregate) for lost work opportunity in connection with their claim.

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.