

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45531
Docket No. SG-48142
26-3-NRAB-00003-230694

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 G. Yarborough for 16 hours at his respective rate of pay; account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Rule 65, when on December 29 and 30, 2023, Carrier permitted a nonagreement employee to perform the scope-covered work of installing a power pole at Herndon Ave Road, M.P. 195.74 on the Fresno Subdivision, thereby causing the Claimant a loss of work opportunities.
Carrier's File No. 1783230, General Chairman's File No. W-SR-189, BRS File Case No. 6385, 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 Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The instant grievance was filed by the Organization on February 6, 2023, claiming that Gary Yarbrough, an employee within the Carrier's Signal Department, had been deprived of a work opportunity on December 29 and 30, 2023 because the Carrier assigned contractor John Chavis to perform scope-covered work installing a power pole at Milepost 195.74 on the Fresno Subdivision at the Herndon Avenue Road Crossing.

The Organization cited paragraph (1) paragraph (2) of the Scope Rule that provides, in relevant part:

This agreement governs the rate of pay, hours of service, and working conditions of employees in the Signal Department who construct, install, test, inspect, and maintain, or repair the following:

1. highway crossing warning systems and devices,
2. high tension or other lines of the signal department overhead or underground, poles and fixtures, conduits, transformers, arrestors, and distributing blocks, track bonding, wires or cables pertaining to railroad signaling, interlocking, and other systems and devices listed in (1) above.

The Organization asserted that the quoted Scope Rule language "clearly and explicitly reserves the right for members of this agreement to install meter poles for the purpose of providing power to highway crossing warning systems." The Organization further asserted, "This is not a mixed use location, nor is the Organization aware of any mixed use practice on the property.

The NRAB has consistently held if the purpose of the work is exclusively for the signal system, it is Signalman's work. This principle has been upheld in many prior awards, including awards by Referee Alfred H. Brent in Third Division Award Number 19525 and by Referee Robert G. Williams in Second Division Award Number 6330. Referee Brent, held, "This Board has consistently applied as the controlling criterion

that if the work to be performed was for the purpose of a signal system, it is Signalman's work." Referee Williams held, "It has been generally accepted in prior awards that signalman's work classification is based on a systems and facilities concept. If the work is an integral part of the signal system, then it is Signalmen's work.

The Organization disputed the Carrier's assertion that a communications antenna in the area in question that was installed by IBEW bargaining unit members should be construed as creating a mixed use situation, in which case, this bargaining unit would have not have exclusive jurisdiction to perform the disputed work because there is no AC powered telecom equipment at this facility. The Organization also disputed the Carrier's assertion that the power in the signal cabin was commercial power, contending that commercial power ends at the demarcation point or railhead. Citing Referee Frederick Blackwell in Third Division Award Number 20107, the Organization contended persuasively that the Carrier's failure to document or provide other credible evidence to support its position in the instant case mandates that this Board reject the Carrier's contention that the Scope Rule in the party's Agreement does not govern the maintaining or constructing, maintaining, or deconstruction, constructing of wiring connecting to commercial power services.

Furthermore, Carrier's contention that the installation of commercial power services such as disconnects, transformers, conduits, and vaults has been performed by members of other crafts, including those electricians represented by the IBEW and by contractors was not persuasively documented. Although Organization members perform such work elsewhere throughout the Carrier's system, the record reflects that such work has also been performed by crafts represented by other organizations on the property. This activity by Carrier employees does not open the door to outside contractors to perform work explicitly covered by the Scope Rule as was the work disputed in the instant case.

The Organization persuasively established that the disputed work was performed exclusively within the signal system and thus should have been performed only by members of this bargaining unit. Claim sustained.

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.