

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45532
Docket No. SG-48322
26-3-NRAB-00003-230536

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 N.F. Boshers, for 64 hours at his respective straight-time rate of pay; account Carrier violated the current Signalmen's Agreement, particularly the Scope Rule and Rule 65, when from October 4, 2022, through October 7, 2022; Carrier permitted two outside contractors from BP Construction to spread rock around signal houses and equipment, at Shobe Road Crossing, M.P. 360.58, on the Little Rock Subdivision, thereby causing the Claimant a loss of work opportunity. Carrier's File No. 1780457, General Chairman's File No. S72-SR359, BRS File Case No. 6195, 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 dispute concerns the exclusivity of responsibility to maintain signal facilities and appurtenances. The Organization contends that any and all work maintaining signal related facilities falls solely within the jurisdiction of the bargaining unit

represented by BRS. The instant claim involves the spreading of gravel around a signal gate at a railroad crossing. The Organization has not established that all provision and raking of gravel at railroad crossings constitutes work reserved only for bargaining unit employees. An exhibit submitted by the Organization depicts a list of jobs, including the “Shobe crossing”, referring to “cabin level and rock issues. Door won’t open all the way.”

Repairing a signal cabin, including a malfunctioning door is reserved for Signalmen by the Scope Rule. However, spreading gravel to counteract soil erosion, which the Organization has persuasively established as having been performed by bargaining unit employees many times in the past, has not been demonstrated to be work reserved only for this bargaining unit.

The instant claim is limited to spreading gravel. Signalmen may perform such work in connection with maintaining signal facilities and appurtenances, but the evidentiary record in the instant case does not support a claim that all such work, which is primarily landscaping in nature, is reserved to the Signalman unit under the circumstances averred in the instant case. The Organization has not met its burden to establish that only a Signalman such as Claimant Boshers could be assigned by the Carrier to spread rock in the vicinity of a signal house located at this crossing where no other signal related maintenance or repair occurred. Therefore, the instant claim must be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 27th day of January 2026.