

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 45555
Docket No. SG-49080
26-3-NRAB-00003-240703

The Third Division consisted of the regular members and in addition Referee Rachel R. Yurek when award was rendered.

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

“The Carrier violated the Scope Rule of the Agreement, when on January 3, 2024, it was discovered that it had used contractors to perform scope-covered work associated with assembling signal heads for locations between M.P. 554 and M.P. 565 on the Tucumcari Subdivision. As a result of this violation, R. Fegler, C. Gracey, S. Haggard, W. Hardy, M. Himes, and D. Munson, and shall be compensated 16 hours each at their respective overtime rate of pay for the lost work opportunities. Carrier’s File No. 1801918, General Chairman’s File No. N0392, BRS File Case No. 6859, 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.

Claimants are assigned to Signal Gang 2695, on the Tucumcari Subdivision. On January 3, 2024, Claimants discovered that Carrier had purchased 16 preassembled signal heads from the Idaho & Sedalia Transportation Company, LLC (“I&S”). The

Claimants installed the signal heads between mile posts 554 and 565 on the Tucumcari Subdivision.

In a letter dated January 25, 2024, the Organization filed a claim on behalf of the Claimants. The Carrier denied the claim in a letter dated February 1, 2024. Following discussion of this dispute in conference, the positions of the parties remained unchanged, and this dispute is now properly before the Board for final adjudication.

Prior to the hearing on this matter, the parties received Third Division Award 45280 from Referee Kathryn A. VanDagens. Award 45280 addresses an identical claim: same parties, same agreement, same disputed work, and even the same claimants. In that Award, Referee VanDagens held:

“With respect to the merits of the claim, the Carrier’s use of preassembled parts is hardly a case of first impression. In Third Division Award 36320, the Board found that the purchase of reconditioned equipment was outside the reach of the Scope Rule. The purchase of equipment does not infringe on the Organization’s work, even when the equipment has been preassembled by the seller. In Third Division Award 33472, the Board cited a number of nearly identical claims before finding that the purchase and delivery of signal equipment or devices from an outside seller does not violate the Scope Rule.

The Organization has presented no evidence that the preassembly was performed on parts owned by the Carrier or that the Carrier directed the work. There was no violation of the Scope Rule.”

Because Award 45280 is not palpably erroneous, the well-established doctrine of stare decisis compels the Board to reach the same conclusion in this matter.

AWARD

Claim denied.

**Form 1
Page 3**

**Award No. 45555
Docket No. SG-49080
26-3-NRAB-00003-240703**

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.