

"When wrecking crews are called for wrecks or derailments outside of yard limits, a sufficient number of the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, a sufficient number of carmen and helpers on duty will be used to perform the work. If a

sufficient number of carmen and helpers are not on duty,
a sufficient number of the wrecking crew will be called,
if available.

NOTE: This does not change the practice of using train, engine or yard crews to rerail equipment being operated by them at time of derailment, provided this does not require the use of the wrecker outfit or tools other than frogs or blocks." (Emphasis added.)

The Organization relies on the first portion of Rule 120 contending Iron Mountain Junction is outside the yard limits of the Dupo, Illinois yard. According to the Organization, Rule 120 expressly provides that Claimant, as a member of the wrecking crew, should have accompanied the wrecking outfit on the return trip to Dupo since the derailment occurred outside yard limits. The Carrier, on the other hand, asserts that both Dupo and Iron Mountain Junction are within yard limits because both points are part of the Greater St. Louis Terminal Area, and so, it could direct Claimant to return to Dupo via truck. The Carrier alternatively argues that even if the Iron Mountain Junction derailment was outside of yard limits, Rule 120 does not give Claimant an absolute right to return to Dupo with the wrecking crane especially if Claimant's presence would not serve any necessary or useful function.

The primary issue in this case is whether the Dupo yard facility and Iron Mountain Junction are outside or inside yard limits within the meaning of Rule 120. This Board recently considered this identical issue between these same parties in Second Division Award No. 8230 (Larney) where we remanded the yard limit issue back to the property. On remand, we directed the parties, "... to fully investigate this matter by making a joint, on the site check if that is the only way it can be accomplished and to exchange any and all evidence regarding the yard limit logistics, if any, involved in the St. Louis Terminal area." Second Division Award No. 8230 (Larney) (Emphasis added). The record in this dispute, as was the case in Award No. 8230, reveals insufficient evidence to permit us to reach a decision on the yard limit issue. Therefore, we again remand the issue back to the parties and reiterate our holding in Award No. 8230.

We are also bound by the precedent of awarding compensation which was set forth in Award No. 8230. Claimant shall be paid one hour of wages at the straight time rate. We emphasize that while this compensatory award disposes of this particular claim, it should not be construed as an endorsement of either party's arguments on the merits of the yard limit issue. On the contrary, both parties have reserved the right to raise all their arguments, without prejudice, in any subsequent cases on the property or before this Board.

A W A R D

Claim sustained but only to the extent consistent with our Findings.

Form 1
Page 3

Award No. 9060
Docket No. 9121
2-MP-CM-'82

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 28th day of April, 1982.