

The Second Division consisted of the regular members and in addition Referee Steven Briggs when award was rendered.

Parties to Dispute: ( Brotherhood Railway Carmen of the United States  
( and Canada  
(  
( Missouri Pacific Railroad Company

Dispute: Claim of Employee:

1. That the Missouri Pacific Railroad Company violated Rule 120 of the controlling Agreement and Article VII on March 1, 1979, when they issued call for wrecking service at 23rd Street, St. Louis, Missouri outside the Dupo, Illinois yard limit and failed to take a sufficient amount of the regular assigned wrecking crew members with the outfit.
2. That the Missouri Pacific Railroad Company be ordered to compensate regular assigned wrecking crew members Carmen E. R. Smith, W. A. Dickerman, J. L. Anderson and G. Ham in the amount of one (1) and six-tenth (.6) hours at the punitive rate.

Findings:

The Second 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 waived right of appearance at hearing thereon.

Claimants E. R. Smith, et al, allege that the Carrier violated Rule 120 on March 1, 1979, when it issued a call for wrecking service to the scene of a derailment and failed to take a sufficient number of regularly assigned wrecking crew members with the outfit. Rule 120 provides as follows:

"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."

It is the Organization's contention that the location of the derailment in the instant case lies outside the Dupo, Illinois yard limit. In contrast, the Carrier maintains that the derailment location was within the yard limit.

Neither the Carrier nor the Claimant has produced sufficient evidence in this record to substantiate its definition of the Dupo, Illinois yard limit. Accordingly, the Board is unable to determine whether Rule 120 was violated.

The Board further notes that definition of the Dupo, Illinois yard limits has been a longstanding source of conflict between the parties. Second Division Award 8230 (Docket 8073) focused upon the same general issue with the same parties and stated in part:

"... we direct 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. We advise the parties to take into account the fact that it is not uncommon in larger metropolitan areas to have several different yards within one yard limit."

In the instant matter the Board again remands the physical determination of yard limits back to the parties with the hope that they will recognize it will be to their mutual benefit to do so without undue delay. Such joint determination is in their respective best interests for many reasons, not the least of which is the prevention of needless future grievances on this issue.

Finally, and without prejudice to either party's position, we award to each of the Claimants compensation in the amount of one hour at the pro rata rate of pay.

A W A R D

Claim sustained in part as set forth in Findings.

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 22nd day of July, 1982.