

**BROTHERHOOD OF
RAILROAD TRAINMEN
AND
INDIANA HARBOR BELT
RAILROAD COMPANY**

AGREEMENTS COVERING:

**TRAINMEN
CAR RETARDER OPERATORS
SWICHTENDERS
OPERATOR-SWICHTENDERS
LEVERMEN
OPERATORS
TRAIN DIRECTORS
TELEGRAPHERS
TOWERMEN
BLOCK OPERATORS
CLERK-LEVERMAN
CLERK-OPERATORS**

July 1, 1949
 140

TRAINMEN — GENERAL

C. C. Kitts

GENERAL CHAIRMAN,
INDIANA HARBOR BELT R.R.,
ELKHART, INDIANA

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CHICAGO MEMORANDUM OF AGREEMENT

BROTHERHOOD RAILROAD TRAINMEN RULES AND RATES OF PAY OF YARDMEN CHICAGO SWITCHING DISTRICT

and Interpretations Placed Thereon by Commission of Eight, Director-General of Railroads, and Conference Committee of Managers, and agreed to by the Committee of the Brotherhood of Railroad Trainmen, Chicago Switching District.

* * *

NOTE—The supply of printed copies of the Chicago Memorandum of Agreement governing the employment of yardmen on the roads specified therein has been exhausted.

The Chicago Association of Local Committees at its last regular meeting, June 27, 1927, instructed that a reprint of the Chicago Memorandum of Agreement be authorized and that the reprint bring the agreement up to date by including therein the new and recently awarded increased yard rates.

This has been done as of August 1, 1927.

MEMORANDUM OF AGREEMENT between Brotherhood of Railroad Trainmen and General Managers' Committee representing the following named railroads:

Atchison, Topeka & Santa Fe Railroad,
Baltimore & Ohio Railroad,
Chesapeake & Ohio Railroad of Indiana,
Chicago & Alton Railroad,
Chicago & Western Indiana Railroad,
Chicago & Northwestern Railroad,
Chicago, Burlington & Quincy Railroad,
Chicago Junction Railroad,
Chicago, Milwaukee & St. Paul Railroad,
Chicago, Indianapolis & Louisville Railroad,
Chicago & Erie Railroad,
Indiana Harbor Belt Railroad,
Illinois Central Railroad,
New York Central Railroad,
New York, Chicago & St. Louis Railroad,

Pittsburgh, Cincinnati, Chicago & St. Louis Railroad,
Pittsburgh, Fort Wayne & Chicago Railroad,
The Belt Railroad of Chicago,
Wabash Railroad.

The following Rates of Pay, Rules and Regulations will apply to yardmen and switchtenders in the Chicago Switching District, and shall be transmitted to the railroads represented, to be incorporated in their individual schedules:

ARTICLE I RATES OF PAY

(a)	Per Day	Overtime Rates
		Per Hour
Foreman	\$7.14	\$1.33 $\frac{7}{8}$
Helper	6.62	1.24 $\frac{1}{8}$
Switchtender	5.07	.94 $\frac{7}{8}$

(Rates of Pay October 16, 1948)

(Foreman	\$12.91	\$2.42 $\frac{1}{4}$
(Helper	12.06	2.26 $\frac{1}{4}$
(Switchtender	10.51	1.97 $\frac{1}{4}$
(Car Retarder Operators	13.88	2.51)

Where rules of existing schedule agreement provide that switchtenders are paid helpers' rates, such rules will be continued.

(NOTE—Since this agreement was made the organization and associations have contended for and secured the right to represent Car Retarder Operators.)

PILOTS' PAY

(b) Regular pilots will receive not less than yard foremen's pay.

Yardmen required to perform incidental pilot service during the day will receive yard foreman's rate for the entire day's work.

BACK-UP PAY

(c) Except where passenger back-up work is now performed by passenger train crews, the back-up lead man shall receive yard foremen's rate, and the helpers yard helper's rate.

Passenger back-ups will be handled by one or more men as may be required by the company.

ARTICLE II
BASIC DAY OVERTIME

- (a) Eight hours or less shall constitute a day's work.
- (b) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime, on the minute basis at one and one-half times the hourly rate.

ASSIGNMENTS

- (c) Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as it is practicable assignments shall be restricted to eight hours' work.

ARTICLE III
DEFINING YARD WORK

- (a) The following shall be considered yard work, shall be handled by yardmen and shall be compensated for at not less than yard rates.
- (b) The switching of all freight and passenger equipment operating exclusively within the switching limits;
- (c) The transfer of all freight and passenger equipment operating exclusively within the switching limits;
- (d) The handling of all construction and maintenance of way trains operating exclusively within the switching limits;
- (e) The handling of all work trains and milk trains operating exclusively within the switching limits;
- (f) The handling of all pay car service operating exclusively within the switching limits (by a regularly assigned yard crew);
- (g) All pilot service required for yardmen operating exclusively within the switching limits;

(h) Where regularly assigned to perform service within switching limits yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay, and without any deduction therefrom for the time consumed in said service.

(i) UNITED STATES RAILROAD ADMINISTRATION, WASHINGTON, OCTOBER 24, 1919.
SUPPLEMENT NO. 23 TO GENERAL ORDER NO. 27.

(a) Effective October 1, 1919, employes, (excluding locomotive crane operators and wrecking derrick engineers) who are assigned to operate shop-yard engines will be paid the yard rates of wages and operated under the yard-service rules as are specified in Supplements Nos. 15 (engineers and firemen) and 16 (yardmen) to General Order No. 27, and such service shall be incorporated into the respective agreements on all roads in Federal operation.

(b) This order is without prejudice to the seniority rights of employes who are now assigned to shop-yard engines. Only as vacancies occur and new positions are created they will be filled from the seniority rosters of the engineers, firemen and yardmen.

(c) Rates of Wages that are higher or rules for overtime that are more favorable to the employes than those hereby established shall be preserved.

WALKER D. HINES,
Director General of Railroads.

ARTICLE IV

PAY TO STARTING POINT REPORTING AND NOT USED

(a) Pay of yardmen shall continue until they return to the point at which they started work.

Yardmen reporting for duty after being called, and not performing service, will be paid for one day. This will not affect the present practice of requiring extra men to report morning and evening to find if work is available.

PAY FROM POINT OF ASSIGNMENT

(b) Extra yardmen will receive compensation from the point of their assignment.

ASSIGNED TO OTHER DUTIES

(c) Yardmen assigned to other than their regular duties will be paid the established rate for the service performed, but in no case shall a yardman so assigned be paid less than on the basis of their regular rates.

ARTICLE V

LUNCH TIME

(a) Yard crews will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work without deduction in pay.

(b) Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

(c) Paragraphs (a) and (b) of this ARTICLE apply to switchtenders, but switchtenders will be held responsible for their regular duties during the lunch period.

ARTICLE VI

STARTING TIME

(a) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours advance notice. Practices on individual roads as to handling of transfer crews are not affected by this section.

(b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second 2:30 P.M. and 4:00 P.M.; and the third 10:30 P.M. and 12:00 midnight.

(c) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in Section (b).

(d) Where two shifts are worked not in continuous service the time for the shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M., and the second not later than 10:30 P.M.

(e) Where an independent assignment is worked regularly the starting time will be during one of the periods provided in Sections (b) or (d).

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (a).

(g) The time for fixing the beginning of assignments or meal periods to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

ARTICLE VII

CONSIST OF CREWS

A yard crew shall consist of not less than one foreman and two helpers, and yardmen will not be required to work with less than a full crew as specified above.

ARTICLE VIII

WORKING 16 HOURS

Yardmen required to work sixteen hours will resume work when their rest period is up under the law and their pay will begin at their established starting time.

ALLOWANCE FOR ATTENDING COURT, ETC.

(a) Yardmen or switchtenders attending court or inquests under instructions from the company will be allowed the same compensation they would have earned had they remained on their regular assignment, plus actual expenses. Extra men so used will be allowed a minimum day, plus actual expenses. Money so earned shall be paid not later than the next regular pay day.

ATTENDING INVESTIGATIONS

(b) Yardmen or switchtenders required by the company to be present as witnesses at investigations, other than those covered by Article XXI, will be paid for all time lost plus expenses.

RE-EXAMINATIONS

(c) Yardmen or switchtenders who are required to attend re-examinations on Rules and Regulations will,

when attending such re-examinations on their own time, be paid their regular hourly rates for the actual time required to be present.

ARTICLE X

SENIORITY PRIVILEGES

(a) Seniority rights of yardmen will date from the time they enter the service continuous in yards or terminal where employed.

YARDMEN

(b) The right to preference work and of promotion will be governed by seniority in service. The yardmen oldest in service will be given the preference, if competent.

(c) In the appointment of Yardmasters and Assistant Yardmasters the senior yardmen will, in all cases, be given full and unprejudiced consideration.

SWITCHTENDERS

(d) Seniority rights of switchtenders will date from the time they enter the service continuous in yards or terminal where employed.

(e) The right to preference of work will be governed by seniority in service. The switchtender oldest in service will be given preference providing the applicant is competent.

ARTICLE XI

SENIORITY LISTS

(a) Correct seniority lists of yardmen and switchtenders shall be furnished Local Chairmen every ninety days, and copies shall be posted in convenient places in yard offices, to which yardmen and switchtenders shall have access at all times. A list shall also, each thirty days, be given to the Local Chairman showing all names removed from the seniority lists, and the reason for such removal; also a record of men on leave of absence for 30 days or over.

CREW BULLETIN

(b) Separate bulletins shall be kept in each yard office upon which assigned crews, switchtenders and extra men shall be registered.

ARTICLE XII

EMPLOYMENT

(a) Applications of yardmen and switchtenders for employment, if not satisfactory, will be rejected within thirty days after first service, or applicant will be considered accepted.

PHYSICAL EXAMINATIONS

(b) On roads requiring same, all physical examinations of applicants shall be made without expense to the person examined, unless he shall pass such examination and be continued in service not less than thirty days. The entire fee for such examination shall not exceed one dollar. The applicant shall be notified within ten days of the result of his physical examination, and if not so notified, he will be considered physically qualified.

ARTICLE XIII

LEAVING SERVICE

(a) Yardmen or switchtenders leaving the service of the company of their own accord forfeit all seniority rights and shall not be reinstated.

SERVICE LETTER

(b) Any yardman or switchtender leaving the employ of the company will, at his request, be given a letter by his Division or Terminal Superintendent stating his term of service and capacities in which employed.

LEAVE OF ABSENCE

(c) Yardmen or switchtenders will not be granted leave of absence for a longer period than ninety days, except in case of sickness of himself or member of his family, or when serving on the Committee.

ARTICLE XIV

SWITCHTENDERS POSITIONS

(a) In filling temporary vacancies of switchtenders, and no extra switchtenders available, the senior available extra yardman will be given preference.

(b) In filling vacancies in position of switchtenders, preference shall be given to yardmen disabled in the service of such company, whenever such injuries are not such as to unfit them for such duties. Disabled yardmen desiring to be considered in line for such positions may file application with the proper officer of the company upon the line where injury was received.

The yardman so disabled or incapacitated, will date his seniority as switchtender from the date when permanently disabled or incapacitated in the terminal where employed.

ARTICLE XV

RETURN OF TIME SLIPS

(a) When for any reason the time claimed by time slip is not allowed or if the time slips are not made out correctly, they will be promptly returned and the reason given therefor.

VOUCHER FOR OMITTED TIME

(b) Yardmen or switchtenders who are short eight hours or more in their pay will upon request be given a voucher for the amount.

ARTICLE XVI

EXPENSE FOR NOTARY FEES

When the Company requires that official papers shall be certified by a Notary Public or other court officer, it shall pay the fee assessed by such officers.

ARTICLE XVII

SERVING ON COMMITTEE

Any yardman or switchtender serving on the Committee shall not be discriminated against and shall have leave of absence, upon request, to serve on such committee.

ARTICLE XVIII

CABOOSES

Yardmen will be furnished cabooses in transfer service, also on other extended runs justifying having ca-

booses. A yard crew shall be permitted to switch the cabooses required by this rule to the rear end of the train before commencing a transfer or other extended movement. Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service. Present practice of drawing supplies to continue.

ARTICLE XIX

EQUIPMENT OF ENGINES IN YARD SERVICE

(a) All engines assigned to switching service shall be equipped with headlights, foot boards and proper safety appliances at both ends.

(b) Engines that blow steam, so as to obstruct the observation of signals, shall not be used in yard service.

ARTICLE XX

CHAINING CARS, COUPLING AND UNCOUPLING HOSE

(a) Yardmen will not be required to chain up or unchain cars, couple or uncouple hose, in yards or on repair tracks where carmen are employed.

NOTE—Under this rule, yardmen will, if necessary to avoid delay, couple air hose between engine and cars.

HANDLING CABLES, SIDE BOARDS, ETC.

(b) It will not be the duty of yardmen on work trains to handle cables, side boards, side doors, or to operate weed burners, rail loaders, Lidgerwoods or spreaders.

ARTICLE XXI

CHARGES BY YARDMEN

(a) When objections or charges are made against any yardman or switchtender by other yardmen or switchtenders they shall be put in writing, and shall convey a full and clear statement of the objections or charges.

INVESTIGATIONS AND HEARINGS

(b) The proper officer of the Company will hear any reasonable complaint made by an individual yardman or

switchtender, or any complaint made by the authorized committee of the B. of R. T. representing same, provided due notice shall be given the Company in writing of the subject of the complaint, and a special appointment made as to the time and place same shall be considered.

(c) Yardmen or switchtenders continued in the service or not censured pending an investigation of an alleged offense shall be notified, within five days after the Company has information of the offense, that a charge is pending. Within five days thereafter an investigation shall be held, if demanded, and a decision shall be rendered and made effective within three days after the investigation.

(d) Yardmen or switchtenders taken out of service or censured for cause shall be notified by the Company of the reason therefor, and shall be given a hearing within five days after being taken out of service, if demanded, and if held longer shall be paid for all time so held at their regular rates of pay. Yardmen or switchtenders shall have the right to be present, and to have an employee of their choice, at hearings and investigations to hear all oral and to read all written testimony, and to bring out any facts in connection with the case. They shall also have the right to bring such witnesses as they may desire to give testimony, and may appeal to a higher officer of the Company in case the decision is unsatisfactory. Such decision shall be made known in writing within three days after the hearing, or expiration of the three days. If, as a result of discipline administered, any exception is taken thereto by the yardman, or yardmen, switchtender or switchtenders involved, a transcript of all evidence taken at investigation shall be furnished Chairman of Committee upon request, providing the Chairman presents the Company's officer with a written request, from the yardman or switchtender disciplined, for such transcript, and a statement of the yardman's or switchtender's reasons and contention for believing that the discipline administered is unjust. In case the suspension, dismissal or censure is found to be unjust, yardmen or switchtenders shall be reinstated and paid for all time lost.

(e) Yardmen or switchtenders not at fault, required by the Company to be present at investigations as witnesses, will be paid for all time lost.

ARTICLE XXII

EMPLOYMENT — EXPERIENCED MEN

In the employment of yardmen experienced men shall be given preferred consideration.

ARTICLE XXIII

BETTER CONDITIONS OR ALLOWANCES

Upon roads having better rules, conditions or allowances for men in yard service, the acceptance of this agreement shall not operate as annulment thereof, nor will it abrogate any privilege heretofore enjoyed by yardmen or switchtenders.

ARTICLE XXIV

ADJUSTMENT OF CONTROVERSIES ON SCHEDULE

Any controversy arising as to the application of the rules herein agreed upon to the schedule of the individual roads, between officers, yardmen and switchtenders, shall be taken up by the local committee and the local officials of the individual roads. In the event of failure on their part to agree on a satisfactory basis of settlement the Committee of the Brotherhood of Railroad Trainmen, representing the yardmen and switchtenders, may take up the question with the General Manager, and in the event of their failure to agree upon a satisfactory adjustment, the Committee may appeal to the Managers' Committee that has been conducting these negotiations.

ARTICLE XXV

It is agreed that the interpretations on the rules contained herein, as handed down by the Commission of Eight and Director General of Railroads, shall remain in force during the life of this agreement.

ARTICLE XXVI

LIFE OF THIS AGREEMENT

The Rules and Rates of Pay herein agreed upon shall remain in effect until revised or abrogated, of which intention thirty days' notice shall be given by the party desiring the change.

Rates of pay effective January 1, 1919 (as revised by arbitration agreements, Eastern and Western Territory, effective December 1st, 1926, and March 1st, 1927, respectively).

Changes in rules due to Supplement 16 to General Order No. 27 effective April 10, 1919.

All other rules effective January 2, 1920.

Signed at Chicago, Illinois, December 20, 1919.

FOR THE RAILROADS:

(Signed)

A. P. TITUS, Chairman	W. J. O'BRIEN
F. L. JOHNSON	G. B. VILAS
W. S. COOPER	J. J. PELLE
W. F. SCHAFF	G. J. SCHREEVE
W. H. SCRIVEN	

FOR THE YARDMEN AND SWITCHTENDERS:

(Signed)

A. F. WHITNEY,
Vice President, B. of R. T.
H. R. SAUER,
Chairman, Chicago Association, B. of R. T.
H. P. GALLAGHER,
Vice Chairman, Chicago Association, B. of R. T.
W. W. MCKIRCHY,
Secretary, Chicago Association, B. of R. T.

THE FOLLOWING QUESTIONS AND ANSWERS ARE THE RESULTS OF CONTROVERSIES ARISING AS TO THE PROPER AND LITERAL INTENT OF RULES CONTAINED IN CHICAGO MEMORANDUM OF AGREEMENT, HANDED DOWN BY THE COMMISSION OF EIGHT, DIRECTOR GENERAL OF RAILROADS AND CONFERENCE COMMITTEE OF MANAGERS:

ARTICLE I

Par. (a)

RATES OF PAY

Par. (a)	Per Day	Overtime Rates Per Hour
Foremen	\$7.14	\$1.33 $\frac{7}{8}$
Helpers	6.62	1.24 $\frac{1}{8}$
Switchtenders	5.07	.94 $\frac{7}{8}$

Where rules of existing schedule agreements provide that switchtenders are paid helpers' rates, such rules will be continued.

QUESTION No. 112 (Interpretation No. 1 to Supplement No. 16 to General Order No. 27)—Are daily rates mandatory, or may rates be expressed in hours?

DECISION—Supplement specifies daily rates.

ARTICLE II

Par. (b)

OVERTIME

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours' continuous service in a twenty-four hour period shall be paid for as overtime on the minute basis at one and one half times the hourly rate.

QUESTION No. 119 (Interpretation No. 1 to Supplement No. 16 to General Order No. 27)—What compensation should be allowed for additional service where a crew is regularly assigned to work 12:00 midnight to 8:00 A.M. and (service performed not affected by exceptions outlined in this rule):

- (a) Is required to cover the third shift on the same day—4:00 P.M. to 12:00 Midnight?
- (b) Is required in an emergency to work 8:30 A.M. to 11:30 A.M.?
- (c) Is required in an emergency to work 8:00 P.M. to 12:00 Midnight (4 hours) on the same day?
- (d) Is given 48 hours' notice and assignment is moved up an hour, starting at 11:00 P.M. and being relieved at 7:00 A.M. and consequently in the 24-hour period works 9 hours, but not more than 8 hours on a shift?

DECISION—(a) Eight hours at time and one-half.
 (b) Eight hours at time and one-half.
 (c) Eight hours at time and one-half.
 (d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

QUESTION No. 120 (Interpretation No. 1 to Supplement No. 16 to General Order No. 27)—An extra man is worked on two eight-hour shifts within the same 24-hour period, or on one eight-hour shift and is started on another shift in the same 24-hour period that spreads into the next 24-hour period. How shall he be paid for such service?

DECISION—It should be understood that under that portion of Article XIV applying to extra men when required to remain on duty in excess of eight hours in continuous service they will receive overtime at time and one-half on the minute basis. When they start a second trick within a 24-hour period, they will not be paid under the overtime rule, but will start a new day regardless of present rules, and will receive for eight hours or less straight time rates. The intent of this is not to deprive extra men of extra work, which would result if time and one-half had to be paid for the second shift.

QUESTION No. 121—What compensation should be allowed an extra man who is called and at 4:00 A.M., relieves a regular man who is covering an assignment 12:00 Midnight to 8:00 A.M. and the assignment works until 9:00 A.M.?

Regular yardman working 4 hours.
 Extra yardman working 5 hours.
 Remainder of crew working 9 hours.

DECISION—Extra man will receive a minimum day only.

ARTICLE II
Par. (c)

ASSIGNMENTS

(c) Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as it is practicable assignments shall be restricted to eight hours' work.

QUESTION No. 125 (Interpretation No. 1 to Supplement No. 16 to General Order No. 27)—If a yard crew assigned for 10 hours and for some reason was relieved at the expiration of 8 hours, what number of hours is to be allowed?

DECISION—A minimum of 8 hours. Assignments should be for 8 hours and time worked in excess thereof should be paid as overtime.

ARTICLE III
Paragraphs (b), (c), (d) and (e)

DEFINING YARD WORK

(b) The switching of all freight and passenger equipment operating exclusively within the switching limits;

(c) The transfer of all freight and passenger equipment operating exclusively within the switching limits;

(d) The handling of all construction and maintenance of way trains operating exclusively within the switching limits;

(e) The handling of all work trains and milk trains operating exclusively within the switching limits;

February 8, 1917, Conference Committee of Managers ruled on Case No. 2, C. B. & Q. Railroad—request for Interpretation Article III—as follows:

"That the C. B. & Q. R. R. shall discontinue handling freight trains between Center Avenue and Hawthorne with road crews.

"That the railroads will continue handling freight traffic in trains manned by road crews within the switching limits where such practice was established prior to, and has continued in effect since April 17, 1913, but that no new locations may be established within the switching limits from which road freight crews may run except by mutual understanding between the individual lines and their properly authorized committee."

ARTICLE IV

Par. (a)

PAY TO STARTING POINT, REPORTING, AND NOT USED

(a) Pay of yardmen shall continue until they return to the point at which they started work.

Yardmen reporting for duty after being called, and not performing service, will be paid for one day. This will not affect the present practice of requiring extra men to report morning and evening to find if work is available.

March 13, 1911, Conference Committee of Managers ruled on Case No. 1, I. H. B. Railroad—violation of Article IV, paragraph (a):

"On July 29th, Conductor Sargent and crew were ordered to leave Gibson at 3:45 P.M. and were tied up at Chappel at 8:35 on the morning of July 30th, being in service 16 hours and 50 minutes. On the return trip they were ordered to leave Clearing at 6:35 P.M., July 30th and were released at Gibson at 6:25 A.M., July 31st, being in service 11 hours and 50 minutes. Claim was made for 38 hours and 40 minutes, this being the exact time that the crew was out of Gibson. The crew was allowed 28 hours and 40 minutes, the company deducting the time that they were held at Clearing for rest."

QUESTION No. 1—Has the Company the right under the rule in question to deduct the time that the men were tied up for rest?

DECISION—Under a strict interpretation of Article IV (a), as printed, the Conference Committee of Managers must answer your question in the negative.

ARTICLE V

Par. (a)

LUNCH TIME

(a) Yard crews will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work without deduction in pay.

QUESTION No. 13 (Supplement "B", Decision No. 1, Commission of Eight)—Paragraphs (a), (b), (d) and (e). Under the several provisions for meal periods, must they be given within the prescribed time?

ANSWER—Yes. The lunch period must be given and completed within 4½ and 6 hours.

ARTICLE V

Par. (b)

LUNCH TIME

(b) Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

QUESTION No. 2 (Supplement "A", Decision No. 1, Commission of Eight)—If a yard crew, through some unforeseen circumstances, be on duty say 14 hours, would the crew be entitled to a second period in which to eat, and if so, when would it begin?

ANSWER—Decision No. 1, Article 2, paragraph (e) applies to both the first and second lunch periods. In the case cited, crew would be entitled to the second lunch period 6 hours after completing the first lunch period. In either case, yardmen will not be worked longer than 6 hours without being given an opportunity to eat.

ARTICLE VI

Par. (f)

STARTING TIME

(f) At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (a).

QUESTION No. 5 (Supplement "A", Decision No. 1, Commission of Eight)—In a certain switching district, engine terminal is located at A. Engines work out of A, switching all day at B—2 miles from A; at C—3 miles, D—4 miles, E—5 miles. Can B, C, D and E be considered Isolated Yards?

ANSWER—Crews working out of a common terminal do not come within the exception relating to Isolated Yards.

ARTICLE VII

CONSIST OF CREWS

A yard crew shall consist of not less than one foreman and two helpers, and yardmen will not be required to work with less than a full crew as specified above.

February 8, 1917, Conference Committee of Managers ruled on Case No. 5—Request for Interpretation of Article VII—as follows:

"It is ruled that the language of this Article is plain and specific, and intends that a yard crew in service shall, at all times, consist of not less than one foreman and two helpers, and that yardmen are, under the provision, language and intent of this rule, justified in declining to perform service with less than the required and stated number of men on the crew, and no charge will be placed against a yardman or against yardmen on account of taking such position."

ARTICLE IX
Paragraphs (a) and (b)

ALLOWANCES FOR ATTENDING COURT, ETC.

(a) Yardmen or switchtenders attending court or inquests under instructions from the company will be allowed the same compensation they would have earned had they remained on their regular assignment, plus actual expenses. Extra men so used will be allowed a minimum day, plus actual expenses. Money so earned shall be paid not later than the next regular pay day.

ATTENDING INVESTIGATIONS

(b) Yardmen or switchtenders required by the company to be present as witnesses at investigations, other than those covered by Article XXI, will be paid for all time lost plus expenses.

December 18, 1919, Conference Committee of Managers agreed to the following interpretation:

Chicago, December 18, 1919.

**TO THE RAILROADS
MEMBERS OF THE CHICAGO SWITCHING
AGREEMENT, B. OF R. T.**

The Conference Committee of Managers has agreed with Mr. A. F. Whitney, Vice-President of the Brotherhood of Railroad Trainmen, effective this date, to apply the following interpretation on Sections A and B of Article 9, and Section E of Article 21 of the Chicago Memorandum of Agreement:

"Yardmen required to report during layover time to give information at inquests or investigations, where they are not at fault, will be paid for time so held, with a minimum of two hours, at regular rates and expenses, this time to commence on arrival at place where investigation is to be held and to continue until released.

"Should the yardmen be detained so as to be unable to get ten hours' rest and assume his regular duties he shall be paid for one day, which shall cover his duty time and time lost on assignment.

"It is understood that this interpretation shall only remain in force during the life of the present schedule and is without prejudice to either party in future negotiations."

(Signed) A. P. TITUS,
Chairman.

Copy to the Members Conference Committee of Managers.

ARTICLE XII

EMPLOYMENT

(a) Applications of yardmen and switchtenders for employment, if not satisfactory, will be rejected within thirty days after first service, or applicant will be considered accepted.

October 6, 1913, Conference Committee of Managers ruled—

Chicago, October 6th, 1913.

RULING OF THE MANAGERS' CONFERENCE COMMITTEE ON QUESTION PRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN, ON SCHEDULE EFFECTIVE APRIL 16, 1913.

1. Disagreement between the C. B. & Q. Railroad Company and its yardmen respecting application of Article 12 (a). Reading:

"Applications of yardmen for employment, if not satisfactory, will be rejected within thirty days after first service, or applicant will be considered accepted."

Specific Case: On December 24th, 1912, the Company employed a yardman by the name of C. J. Flaherty, to work in its Chicago yards; his service began on date employed and continued until June 2nd, 1913, when he was discharged account employment department refusing to pass his application.

Company contends that as Flaherty was employed before the current agreement was consummated, it was not bound by its terms in his case.

The Committee contends that the agreement in question became effective April 16th, 1913, and did govern

the employment of Flaherty, as his application had not been approved at that time, and that its failure to reject said application within thirty days thereafter was tantamount to accepting it.

RULING: "ARTICLE 12 (A) GOVERNS THE APPLICATION OF YARDMEN BEGINNING SERVICE PRIOR TO APRIL 16TH, 1913, AND SUCH APPLICATIONS SHOULD BE ACCEPTED OR REJECTED BEFORE THE EXPIRATION OF THIRTY (30) DAYS FROM THE DATE THE SCHEDULE BECAME EFFECTIVE."

ARTICLE XX

Par. (a)

CHAINING CARS, COUPLING AND UNCOUPLING HOSE

(a) Yardmen will not be required to chain up or unchain cars, couple or uncouple hose, in yards or on repair tracks where carmen are employed.

NOTE—Under this rule yardman will, if necessary to avoid delay, couple air hose between engine and cars.

February 8, 1917, Conference Committee of Managers, ruled on Case No. 4—Request for interpretation of intent of last sentence of Article XX—as follows:

"The last sentence of Article 20 of the Chicago Switching Agreement states—

"This rule will not apply to coupling or uncoupling between the engine and cars."

The Managers' Conference Committee are heartily in accord with all safety principles, and concede that a yardman is entitled at all times, insofar as is consistent and possible, to be sure that as a result of the performance of his duties he is not entailing any unnecessary risk or danger to life or limb.

The Managers' Conference Committee rules:

That a yardman has the right to keep in mind and be governed by safety rules, when such rules are in effect on his line, and is within his rights in insisting on the full observance of such safety rules.

ARTICLE XXI

Par. (e)

INVESTIGATIONS AND HEARINGS

(e) Yardmen or switchtenders not at fault, required by the Company to be present at investigations as witnesses, will be paid for all time lost.

Refer to agreement on Paragraphs (a) and (b) of Article IX, under date of December 18, 1919.

H. P. GALLAGHER, Chairman,
W. W. McKIRCHY,
H. R. SAUER,
B. L. FREDERICK.

Sub-Committee of Chicago Association B. of R. T.

ELECTRIC LANTERNS

NEW YORK CENTRAL SYSTEM

Chicago, Ill., August 12th, 1937.
Messrs. W. J. O'Brien, A. E. Lloyd, F. J. McMahon,

It has been decided by the Purchasing Department that \$2.25 is the price to be charged for electric lanterns supplied switchmen and trainmen under the agreement effective August 10th, 1937, whereby the Railroad Company permits the use of electric lanterns and will furnish them to switchmen and trainmen on request.

T. W. EVANS.

NEW YORK CENTRAL SYSTEM

LaSalle Street Station,
Chicago, May 10th, 1937.
TO: Brotherhood of Railroad Trainmen
and G. F. Miller, Chairman, General Grievance
Committee,

Indiana Harbor Belt Railroad Company,
929 Bauer, Hammond, Indiana

and Richard Abram, Chairman,
Illinois State Legislative Board,
177 Gage Road, Riverside, Illinois

In respect to the settlement of the electric lantern proceeding—Docket No. 22831—and what is known as the full crew proceeding—Docket No. 24243—both proceedings pending before the Illinois Commerce Commission—the undersigned Company, in consideration of the mutual covenants herein contained, agrees as follows:

ELECTRIC LANTERN MATTER

The undersigned Company agrees to permit the use of electric lanterns by its switchmen and trainmen, except in flagging service the red lantern shall be an oil lantern.

The undersigned Company will furnish electric lanterns to said employees upon his or their request, for which the said employee or employees will deposit the

actual cost with said Company and receive a deposit receipt; at the termination of said employe's employment for any reason whatsoever, the Company will return said deposit, without any interest, to said employe or his representative in the event of death or incapacity upon the return of said lantern in such condition as it would be in in the ordinary use thereof by said employe.

Said undersigned Company further agrees to replace electric lanterns without any additional deposit or cost when said lanterns are damaged or destroyed in the furtherance of his employment and without fault of said employe; and in the case of the death of said employe in the performance of his duty and said lantern is lost or destroyed, the Company will refund to the representative of said deceased the cost of said lantern upon proper request.

The undersigned Company further agrees to furnish all necessary bulbs and batteries for the service of said lanterns free of charge to said switchmen and trainmen.

It is further understood and agreed that any employe whose time of service in the State of Illinois does not equal a majority of his working time shall not be permitted to have the benefits of this arrangement.

This arrangement shall only apply to the State of Illinois.

FULL CREW

The undersigned Company agrees to use a minimum crew of a conductor or foreman and two helpers in switching yard service of freight runs and transfer yard service of freight runs.

It is also understood that the yardmasters and assistant yardmasters of the undersigned Company will cease and desist from performing the duties of switchmen and car riders.

This agreement shall only apply to the State of Illinois.

It is understood, in consideration of the undersigned Company agreeing to the above arrangements, that you will cause to be dismissed the said full crew proceeding pending before the Illinois Commerce Commission against all defendants and that you will not institute any further full crew proceedings before the Illinois Commerce Commission for a period of one year from July 1, 1937, against the undersigned defendant.

It is further understood that you will cause to be dismissed said electric lantern proceeding pending before

the Illinois Commerce Commission against all defendants and will not institute another proceeding covering this subject matter against the undersigned defendant within a period of one year from July 1, 1937.

It is further understood and agreed that this agreement does not waive any rights contained in any written agreements between the parties where the minimum rights contained in those agreements are greater than herein mentioned.

Indiana Harbor Belt Railroad Company
By T. W. EVANS, Vice President

ACCEPTED BY:

Brotherhood of Railroad Trainmen

By G. F. MILLER

Chairman General Grievance Committee
Indiana Harbor Belt Railroad Company

RICHARD ABRAM
Chairman Illinois State Legislative Board

DRINKING WATER

Chicago, Ill., June 13, 1945.
File I-11-AA, Docket Y-362

Mr. C. C. Kitts, General Chairman
Brotherhood of Railroad Trainmen
511 165th Street
Hammond, Indiana

Dear Sir:

As agreed at our conference yesterday and in full settlement and satisfaction of all questions concerning drinking water facilities in cabooses used by Indiana Harbor Belt yardmen, this railroad will arrange to equip each caboose with the water cooler illustrated in Equipment Department standard sketch bearing No. SK-T-1169 together with paper cups and N.Y.C. standard cup containers when such containers are again available for purchase.

It will also maintain facilities as presently located at which ice and drinking water may be obtained, it being mutually agreed that the yardmen will service these coolers with ice and water.

The equipping of cabooses with these drinking water facilities will be progressed without delay.

The acceptance of the above by you and the Indiana Harbor Belt General Committee will constitute an agreement between us concerning this subject.

Yours very truly,
(Sgd.) T. L. GREEN,
General Manager.

Accepted for the Yardmen

(Sgd.) E. C. SMITH

(Sgd.) H. K. AMES

(Sgd.) GUY DUNFEE

General Committee of the
Brotherhood of Railroad Trainmen

(Sgd.) C. C. KITTS

General Chairman, Brotherhood of
Railroad Trainmen

June 13, 1945.

REDUCTION IN FORCE

August 9, 1923.

Gibson, Ind., August 20th, 1924.

File No. 27-6.

Mr. F. G. Swafford:

I have agreed with the Trainmen on the following procedure in making reductions in force:

1st—When reductions are made they shall be in reverse order of seniority.

2nd—When yardmen are laid off on account of reduction in force they will retain all seniority rights provided they return to actual service within thirty days from the date their services are required. The thirty-day period will be figured from the date on which the notification is sent out by the Railroad Company.

3rd—Yardmen taken off under this rule shall be returned to service in the order of their seniority.

4th—Yardmen removed from the service by such reduction must turn in all Company property and will be considered out of the service until such time as called back in accordance with the rules.

5th—Yardmen leaving the service as provided in these rules must leave their address with the proper official and must notify him of any change made in such address.

6th—The Railroad Company may employ new men while awaiting the return of the yardmen formerly carried on the seniority list or while the Company is getting out notices for their return. The date of seniority of yardmen so employed to rank below those recalled to service. When this is done there is to be no claim for pay on the part of the returned yardmen.

7th—Yardmen away over six months must pass an eye, ear and physical examination before returning to work.

(Signed) J. W. SMITH.

cc: M. T. J. COLE,
175 Burr Oak Ave.,
Blue Island, Ill.

Will you please see that this arrangement is put into effect as of September 1st, 1924, and oblige.

Blue Island, Ill., August 17th, 1924.
Mr. J. W. Smith,
Gen. Mgr. IHB

Your recent letter regarding the calling back of extra men who have been laid off account of slack business is perfectly fair and just and I am more than pleased with this arrangement.

Yours truly,
T. J. COLE, Gen. Chairman, B.R.T.

AGREEMENT SUBMITTED BY THE INDIANA HARBOR BELT RAILROAD GENERAL COMMITTEE OF THE BROTHERHOOD OF RAILROAD TRAINMEN ABROGATING THE PRESENT AGREEMENT OF OCTOBER 15TH, 1934, COVERING RATES OF PAY AND WORKING CONDITIONS OF YARDMEN WITH THE INDIANA HARBOR BELT RAILROAD COMPANY.

Effective — October 23, 1939:

1. Yardmen shall be restricted to one assignment each calendar day, except:
 - (a) When date of starting time of regular assignment is changed.
 - (b) To protect themselves from losing time account of being displaced by bump or cancellation; or to protect the service.
 - (c) This Agreement will permit yardmen working in rotation transfer service, when having had eight (8) hours legal rest, to work second assignment in same calendar day. (See note.)
 - (d) Time and one-half will not apply to above conditions.
2. Rules of present schedules in conflict herewith are hereby modified during the life of this Agreement.
3. This Agreement shall continue in effect from the date above agreed to until further notice, it being understood that it can be cancelled as of the first day of the following month after not less than ten days' notice has been given in writing by one party to the other.

W. P. LAMB, Superintendent,
Indiana Harbor Belt Railroad Company.

G. F. MILLER, General Chairman,
Brotherhood of Railroad Trainmen.
At Gibson, Indiana, October 17, 1939.

(*See Article 2 (b), agreement covering Norpaul Seniority District, dated Dec. 17, 1942, page 141.)

MANNING CRANES

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN WITH RESPECT TO MANNING LOCO- MOTIVE CRANES, CLAM SHELLS AND BURRO CRANES.

It is agreed that the following arrangement shall apply:

- (1) Where the crane moves without cars on shop yard tracks, in repair yards, or in territory where no live tracks are involved, no yardmen need be assigned.
- (2) Where the work is performed on live tracks outside the classification yard and the crane is moved without cars between the point where it is parked and the point where the work is performed and where, in performing its work it moves up and down a live track with or without cars but does no switching of cars from one track to another, one yardman will be assigned and will be paid the foreman's rate.
- (3) Where the work is performed on tracks in the classification yard or on the main track and the other conditions are as outlined in Item No. 2 above, one foreman and one helper shall be assigned.
- (4) Where the crane is used to move cars from one track to another, such moving constitutes switching and a full yard crew shall be assigned.

This agreement supplements the understanding agreed to by the Carrier and the Organization in March 1929, commonly known as the "Evans-Bishop Agreement." It becomes effective at 12:01 A.M. on March 19, 1943 and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given and conference shall be held before the

expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed) C. F. WIEGELE,
Assistant General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) C. C. KITTS,
General Chairman.

APPROVED:

(Signed) B. W. FERN,
Deputy President, B. of R. T.

Chicago, March 17, 1943.

AGREEMENT BETWEEN THE BROTHERHOOD OF
RAILROAD TRAINMEN AND THE INDIANA HAR-
BOR BELT RAILROAD COMPANY COVERING THE
OPERATION OF THE WEED BURNER AS RE-
SPECTS THE REQUIREMENT OF YARDMEN RE-
QUIRED TO PROTECT THE OPERATION.

It is agreed that the weed-burning outfit, which in-
cludes both the burning unit and the extinguishing
unit, will be manned by a Yard Foreman and a Helper.
This will fulfill the requirement for the operation of this
outfit, including the separation of the outfit into the
units as indicated, as is necessary for weed burning and
subsequent extinguishing of the fires, when necessary to
separate the two units of the outfit separately at inter-
vals.

This agreement becomes effective March 10, 1949 and
will remain in effect until changed under procedure of
the Railway Labor Act as amended.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Sgd.) L. T. SCHMIDT,
Superintendent
per M. W. Amoss

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Sgd.) C. C. KITTS,
General Chairman.

EXTRA YARDMASTER WORK

July 20, 1937.
File—I-11-AA

Mr. G. F. Miller,
General Chairman,
Brotherhood of Railroad Trainmen,
929 Bauer Street,
Hammond, Indiana

Dear Sir:

In connection with conference held with your Committee in my office on the 8th inst., relating to the seniority of Yardmasters:

Effective July 1st, 1937, Yardmasters will be selected from the Switchmen's seniority rosters of the districts to which they are to be appointed subject to Article 10 of the Chicago Memorandum of Agreement.

When appointed, Yardmasters will work under the agreement between the Indiana Harbor Belt Railroad Company and the Railroad Yardmasters of North America, and accordingly, their seniority as Yardmaster will be in the order that they are appointed as such. Therefore, it will not be consistent for a Switchman, when appointed Yardmaster, to carry his Switchman's seniority as Yardmaster.

Yours truly,
(Signed) W. J. O'BRIEN, General Manager.

Chicago, March 22, 1943.

Mr. C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen,
511 165th Street
Hammond, Indiana

Dear Sir:

Supplementing Mr. O'Brien's letter of July 20, 1937, concerning the filling of regular yardmasters' positions, we will hereafter, when a regular yardmaster's position is available, assign the yardman in that seniority district who has been performing extra yardmaster's work for the longest period of time, regardless of whether his

extra yardmaster's work has been in the particular yard where the vacancy exists or in some other yard in that seniority district.

Please signify your concurrence by signing and returning the attached carbon copy of this letter.

Yours very truly,
(Signed) C. F. WIEGELE,
Assistant General Manager.

ACCEPTED FOR THE YARDMEN:

(Signed) C. C. KITTS,
General Chairman, B. of R. T.

cc: Messrs. B. W. Fern, L. W. Payne, M. T. MacLaury.

Gibson, Indiana, February 3, 1945.
File No. 27-3-G-B.

Messrs: M. M. Bell
R. E. Pfeifer
C. A. Deppen

Decision has been rendered by the First Division, National Railroad Adjustment Board in their Awards Nos. 10215 and 10216, in connection with Yardmen Besse and Bailey being denied privilege of performing Yardmaster's extra work.

In compliance with these Awards, Yardmen Besse and Bailey will be considered as of the date of the Awards (January 23, 1945) as making request for Yardmaster's extra work and they will be so used in the order of their seniority as Yardmen.

Any Yardmen who are now performing Yardmaster's extra work will not be disturbed by these Awards.

Any other Yardmen who made request to perform Yardmaster's extra work since July 1, 1937, the effective date of the understanding between General Chairman Miller and General Manager O'Brien, and were not so used, will also be given an opportunity to perform this work, and if senior as Yardmen to Yardmen Besse and Bailey, they will be used first and in the order of their seniority as Yardmen.

Any of the Yardmen who since July 1, 1937 have made request to perform Yardmaster's extra work and were not so used, and who now do not desire to perform this work, you will obtain a statement to that effect in writing.

In the future, any Yardman requesting to perform

Yardmaster's extra work, in response to bulletin, will be given an opportunity to demonstrate his fitness and when vacancy occurs, will be assigned a regular Yardmaster's position, as provided in Agreement of Understanding dated March 22, 1943.

Please acknowledge receipt and see that everyone concerned has a complete understanding of this Award.

(Signed) L. W. Payne,
Superintendent.

ccs: Messrs: L. T. Schmidt
W. C. Fox
M. W. Amoss

C. C. Kitts
General Chairman, B. of R. T.
511 165th Street
Hammond, Indiana

L. M. Lawrence, Local Chrmn. B.R.T.
14320 Union Street
Chicago 27, Illinois

Guy Dunfee
Local Chairman, B. of R. T.
4752 Columbia Avenue
Hammond, Indiana

E. C. Smith, Local Chrmn. B.R.T.
1017 Beloit Street
Forest Park, Illinois

SENIORITY DISTRICTS

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN ESTABLISHING THE LIMITS OF THE FOUR SENIORITY DISTRICTS FOR THE PURPOSE OF DETERMINING WHO SHALL BE USED FOR INDUSTRY SWITCHING, WORK TRAIN WORK, AND WORK WITH LOCOMOTIVE CRANES, CLAM SHELLS, AND BURRO CRANES.

GIBSON

This district includes all territory east of Stony Island Avenue.

BLUE ISLAND

This district includes all territory Stony Island Avenue to 79th Street.

ARGO

This district includes all territory 79th Street to 20th Street, including the switch leading to the old "Economy Scaffold Company" plant, also the entire Stock Yards Line.

NORPAUL

This district includes all other territory west of 20th Street.

This agreement becomes effective at 12:01 A.M., Tuesday, April 6, 1943, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given, and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

For the Indiana Harbor Belt Railroad:

(Signed) C. F. Wiegele,

Asst. General Manager.

For the Brotherhood of Railroad Trainmen:

(Signed) C. C. Kitts,

General Chairman.

APPROVED:

(Signed) B. W. Fern,

Deputy President, B. of R. T.

Chicago, Illinois, April 5, 1943.

FOREMEN VACANCIES

See letter dated December 10, 1946 on page 86, also letter dated April 24, 1948 on page 85. These letters also applicable in filling foreman vacancies.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN AS TO THE METHOD OF FILLING FOREMEN VACANCIES, SUPERSEDING AGREEMENT EFFECTIVE APRIL 7, 1943.

It is agreed that in the event there is a foreman vacancy and no yardman has requested to be used for such vacancies it shall be filled as follows:

1. By advancing a qualified helper on the assignment where the vacancy exists, in which event there will be no penalty.
2. By using the first available qualified yardman on the extra board.
3. If there is no available qualified yardman as provided for in Sections 1 or 2 above, the vacancy shall be filled by diverting the junior qualified helper from an assignment starting during the same starting time period as the vacancy, in which event there shall be no penalty except that a yardman diverted under the provisions of this section shall be paid at the overtime rate for service as foreman in the event such diversion results in his actually performing service on two separate assignments in a twenty-four hour period.
4. A yardman diverted from his helper assignment under the provisions of this understanding cannot be displaced by any other yardman until after he has worked one shift on the foreman position to which diverted.

This agreement becomes effective at 12:01 A.M. on Tuesday, November 26, 1946. It supersedes the agreement effective on April 7, 1943, and shall continue in effect until changed as provided herein. If either party to

this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

**FOR THE INDIANA HARBOR
BELT RAILROAD:**

(Sgd.) R. H. McGraw,
General Manager

**FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:**

(Sgd.) C. C. Kitts,
General Chairman

Gibson, Indiana,
November 25, 1946.

WORK TRAIN

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN COV- ERING WORK TRAIN SERVICE PERFORMED BY TRANSFER CREWS IN THEIR OWN SENIORITY DISTRICT DURING THEIR REGULAR DAY'S WORK.

Yardmen in transfer service, who are required to do work classified as work train service in their own seniority district during their regular day's work for a period not exceeding four hours, will be allowed pay for the actual time so used, with a minimum of one hour at the established yard rate without any deduction from their regular pay for the time consumed in such service.

When required to perform such service to exceed four hours, yardmen will be allowed eight hours' pay at the established yard rate without any deduction from their regular pay for the time consumed in such service.

This agreement becomes effective at 12:01 A.M. on Monday, March 1, 1943, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given, and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed) C. F. Wiegeler,
Asst. General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) C. C. Kitts,
General Chairman.

APPROVED:

(Signed) B. W. Fern,
Deputy President, B. of R. T.
Chicago, Illinois, March 2, 1943.

MEMORANDUM OF AGREEMENT BETWEEN THE
INDIANA HARBOR BELT RAILROAD AND THE
BROTHERHOOD OF RAILROAD TRAINMEN COV-
ERING THE USE OF YARDMEN ON WORK
TRAINS OR MAINTENANCE OF WAY ROADWAY
EQUIPMENT BEYOND THE CONFINES OF THEIR
OWN SENIORITY DISTRICT AND INTO THE CON-
FINES OF A DIFFERENT SENIORITY DISTRICT.

Yardmen used on roadway equipment or on work trains who, in the course of their day's work perform service in other than their own seniority district, may be used in such other district for three hours without penalty.

Where the work in such other district exceeds three hours, yardmen from that seniority district will be used and the yardmen from the other district will be relieved.

If yardmen from one seniority district are so used in a different seniority district to exceed three hours, the yardmen so used and the yardmen from the district where the work is performed, who should have been used, shall each be paid a minimum day at established rates.

The three-hour period will commence when the work is actually begun, and end when the work is completed.

This agreement becomes effective at 12:01 A.M. on Monday, March 1, 1943, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given, and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

For the Indiana Harbor Belt Railroad:
(Signed) C. F. Wiegeler,
Asst. General Manager.

For the Brotherhood of Railroad Trainmen:
(Signed) C. C. Kitts,
General Chairman.

APPROVED:
(Signed) B. W. Fern,
Deputy President, B. of R. T.
Chicago, Illinois, March 2, 1943.

WRECKING CRANE

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND BROTHERHOOD OF RAILROAD TRAINMEN COV- ERING THE USE OF YARDMEN BEYOND THEIR OWN SENIORITY DISTRICT IN CONNECTION WITH USE AND HANDLING OF A WRECKING CRANE AND ITS EQUIPMENT.

It is agreed that:

1. A crew of any seniority district may be used to handle a wrecking crane and its equipment from any point where it is located to a point in another seniority district.
2. The handling of the wrecking crane and its equipment is subject to the provisions of Paragraphs (a), (b) and (c) as hereinafter indicated:
 - (a) Yardmen on assignments handling a wrecking crane and its equipment may be required to work in a seniority district other than their own without penalty where main tracks and/or passing tracks or sidings auxiliary to main tracks are blocked or otherwise not usable.
 - (b) Except as provided in Paragraph (a), yardmen on assignments handling a wrecking crane and its equipment may be required to work in any seniority district, except in yards where yard engines are employed, for a period of not to exceed three (3) hours without penalty. If worked longer than three (3) hours, they shall be paid an additional day's pay.
 - Yardmen on Outer Belt transfer assignments handling the wrecking crane and its equipment may be required to work in their own district in yards where yard engines are employed, for a period of not to exceed three (3) hours. If worked more than three (3) hours, they shall be paid an additional day.

The three-hour interval will begin at time crew passes last station in the rear.

-
- (c) The definition of handling wrecking cranes and its equipment includes handling cars that are involved in wrecks or derailments.
 - (d) This agreement to remain in effect until changed by either party, as provided for in the Amended Labor Act. This agreement is effective September 27, 1948.

FOR THE INDIANA HARBOR
BELT RAILROAD:
(Signed) L. T. Schmidt,
Superintendent.

FOR THE BROTHERHOOD
OF RAILROAD TRAINMEN:
(Signed) C. C. Kitts,
General Chairman.

HANDLING MAIL

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN CONCERNING COMPENSATION TO BE ALLOWED FOREMEN ON TRANSFER RUNS ON WHICH RAIL- ROAD MAIL IS HANDLED IN BUNDLES OR BAGS.

In full settlement of all questions involving the handling of railroad mail in bags or bundles on transfer runs, it is agreed that:

Effective March 3, 1943 an independent allowance of thirty-four (34) cents a day will be given the foreman in charge of a transfer run on which railroad mail is handled in bundles or bags and he will be held responsible for the proper handling of such mail. (See note.)

This agreement becomes effective at 12:01 A.M. on Wednesday, March 3, 1943, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR
BELT RAILROAD:
(Signed) C. F. Wiegeler,
Asst. General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:
(Signed) C. C. Kitts,
General Chairman.

APPROVED:
(Signed) B. W. Fern,
Deputy President, B. of R. T.

Chicago, Illinois,
March 3, 1943.

(NOTE: Rate effective October 16, 1948—47¼c.)

NOTICE OF CANCELLATION

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN COV- ERING NOTICES TO YARDMEN WITH RESPECT TO THE CANCELLATION OF THEIR JOBS.

It is agreed that a two-hour notice will be given the yardmen affected in the event a job is cancelled. If less than two hours' notice is given and as a result the yardmen affected are unable to place themselves on another job starting during the same starting time bracket on the day their job is cancelled, they will be paid one day's pay. If less than two hours' notice is given but the yardmen affected are able to place themselves on another job in the same bracket and fail to do so, no claim for compensation will be valid.

This agreement becomes effective at 12:01 A.M. on Monday, March 1, 1943, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed) C. F. Wiegeler,
Asst. General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) C. C. Kitts,
General Chairman.

APPROVED:

(Signed) B. W. Fern,
Deputy President, B. of R. T.

Chicago, Illinois,
March 2, 1943.

ADDING DUTIES

September 27, 1943.

Mr. C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen,
511 165th Street
Hammond, Indiana

Dear Sir:

As agreed by Mr. Payne and the undersigned at our meeting on September 22nd, we are agreeable to consulting with your committee in the event it is planned to add duties to yardmen, Telegraphers, or Operator-Switchtenders along the lines indicated in your letter of September 1st.

In order that this matter may have the status of a Memorandum of Agreement, will you please indicate your acceptance on the enclosed carbon copy of this letter and return same to me.

Yours very truly,
(Signed) T. L. Green,
General Manager.

ACCEPTED FOR THE YARDMEN:
(Signed) C. C. Kitts,
Chairman, General Committee,
Brotherhood of Railroad Trainmen.

Hammond, Indiana,
September 1, 1943.

Mr. T. L. Green
Assistant General Manager
Indiana Harbor Belt Railroad
Chicago, Ill.

Dear Sir:

I am writing you as a protest against any further added duties to Yardmen and Switchtenders, such as operating any devices that operate highway crossings and remote control switches.

Article No. 3 provides the work set out for Yardmen and we find the carrier requiring Foreman on industrial job being required to perform clerical work such as fur-

nishing a list of all cars spotted and pulled, giving seal numbers.

We find all our Switchtender jobs for many years, at stations where they are located; in some instances when they are required to operate remote controls that operate Switches and Traffic entirely outside of the station. In the future additional time will be made beginning from date of such additional work added to any of the two classes of service.

Respectfully,

(Signed) C. C. KITTS.
C. C. Kitts, Gen. Chairman
Brotherhood of R.R. Trainmen
Indiana Harbor Belt Railroad.

cc: Mr. L. M. Lawrence
Mr. W. P. Russell
Mr. C. E. Zohfeld
Mr. E. E. Matthews

LUNCH PERIOD

MEMORANDUM OF UNDERSTANDING CONCERNING THE MEAL PERIOD FOR YARDMEN.

It is recognized that the requirements of service on the Indiana Harbor Belt frequently make it impracticable to give the 20 minutes for lunch during the 90 minute period which commences 4½ hours after going on duty, and yardmen are agreeable to waiving that requirement of the meal period regulation with the understanding that time for lunch will be given as close to the 90 minute period as service requirements permit.

It is also recognized that the rule stipulates that yard crews will not be required to work longer than 6 hours without being given 20 minutes for lunch, and this stipulation also applies to the second meal period. Under the circumstances and because of the peculiarities of this service, it is agreed that the 90-minute period during which the second meal period shall be granted shall begin 10 hours, 30 minutes after the crew starts work.

ACCEPTED FOR THE YARDMEN

(Signed) C. C. Kitts,
General Chairman.

ACCEPTED FOR THE INDIANA HARBOR BELT

(Signed) T. L. Green,
General Manager.

Chicago, Illinois,
July 26, 1944.

February 16, 1949.

Mr. C. C. Kitts, General Chairman
Brotherhood of Railroad Trainmen
511 165th Street
Hammond, Indiana

Dear Sir:

Referring to your letter of December 27th with regard to the Memorandum of Understanding dated July 26, 1944.

I am agreeable to the payment for a second meal period in instances where crews are on duty 10 hours and 30 minutes or more but with the understanding that no such payment is required where crews are on duty less than 10 hours and 30 minutes.

If satisfactory, the agreement of July 26, 1944 will be considered modified to this extent effective February 25, 1949 providing you indicate your concurrence by signing and returning two copies of this letter which I am forwarding you herewith in triplicate.

Yours very truly,

(Sgd.) R. H. McGraw,
General Manager.

(Sgd.) C. C. Kitts,
General Chairman, Brotherhood
of Railroad Trainmen.

COUPLING AIR

MEMORANDUM OF UNDERSTANDING BETWEEN INDIANA HARBOR BELT RAILROAD COMPANY AND BROTHERHOOD OF RAILROAD TRAINMEN, YARDMEN, RESPECTING COUPLING OR UNCOU- PLING AIR HOSE.

It is hereby mutually acknowledged and agreed that this agreement is without prejudice to any other scheduled rule than that covering the coupling or uncoupling of air hose and will not be used by reference or by any other means whatsoever by either party hereto in the interpretation of any other scheduled rule than that covering coupling or uncoupling of air hose, or in any meeting between the parties on any other matter whatsoever.

IT IS AGREED:

- (a) When it is necessary for yardmen to couple or uncouple air hose between cars picked up during their day's work, exclusive of couplings between engine and train, and/or between train and caboose, at locations other than those specified below, each member of the train crew will be paid an independent daily allowance of one-eighth ($\frac{1}{8}$) of their daily straight time rate regardless of which member of the crew does the work, but this allowance is to be paid only once in the event the work is performed more than once during the course of the day's work.
- (b) It is further understood that yardmen will not perform this work on cars other than those they handle in their own train.
- (c) This understanding will not apply at the following locations:
 - Lake Front Yard
 - Inland Steel Plant No. 1 Yard, Indiana Harbor
 - Pere Marquette Yard, Indiana Harbor
 - Michigan Avenue Yard
 - Gibson Transfer Yard
 - Gibson Yard
 - Calumet City Yard
 - Calumet Park Yard
 - Irondale Yard
 - South Chicago Yard

Blue Island Yard	Norpaul Yard and
Argo Yard	Yards of Foreign Line
Kenwood Yard	Railroads where I. H. B.
McCook A. T. & S. F. Inter-	Yardmen are not now do-
change	ing the work.
Bellwood Yard	

(d) The provisions of this agreement will not apply under the following circumstances when handling their own train:

1. Between cars when making doubles on or to Main Tracks.
2. When setting out cars at points other than in yards mentioned in Paragraph (c) of this agreement.
3. At isolated spur or team tracks on Outer Belt when picking up less than three (3) cars.
4. Between cars when cuts are made at crossings.
5. Between cars as a result of break-in-two.
6. In an emergency, such as at the request of Police or Fire Department, Civil Authorities, or to make way for ambulances, doctors, etc.

(e) This agreement supersedes the agreement of December 31, 1947. It will become effective on January 26, 1948, and remain in effect until changed under procedure of the Railway Labor Act as amended.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Sgd.) M. M. BELL,
Superintendent.

(Sgd.) H. E. HOWARD,
H. E. Howard, Local Chairman
(Sgd.) G. W. WILSON,
G. W. Wilson, Local Chairman
(Sgd.) H. K. AMES,
H. K. Ames, Local Chairman
(Sgd.) C. C. KITTS,
C. C. Kitts, General Chairman

At Gibson, Indiana,
February 5, 1948.

TRANSFER CREW WORK

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN CONCERNING WORK WHICH CAN PROPERLY BE REQUIRED OF CREWS IN TRANS- FER SERVICE.

It is mutually agreed:

1. GIBSON YARD:

- A. Rear portion of trains from Gibson will be made ready on one track coupled. Transfer crew will couple up head end and double over. This will also apply at Michigan Avenue.
- B. Transfer crews from the west who have cars to deliver at points beyond Gibson will make a straight set out at Gibson the same as at any other intermediate point.

2. CALUMET CITY YARD:

- A. Transfer crews from the west will set out C&O and CI&L cars that are properly grouped on the appropriate tracks.
- B. Transfer crews turning at Calumet City or crews picking up at Calumet City will only make a straight pick up from one track unless one track will not hold the entire train, in which event crew will make one double.
- C. Where transfer crews have short time stock in their trains they will spot such stock at the proper chutes at Calumet Park; otherwise, they will only make a straight set off at this point.

3. BLUE ISLAND YARD:

- A. Inbound transfer crews will handle only their own trains in placing of same to the ice house; also perform only such switching of stock as necessary to switch out Calumet Park stock for continued

movement by any transfer crew but transfer crews will not be used to classify stock for delivery to other roads. They will continue to set or double over their head end as necessary.

Transfer crews handling perishable out of East Yard at Blue Island will assemble their trains as at present.

- B. Trains of dead freight for Calumet City, Gibson, or Michigan Avenue, originating at Blue Island will be made up on one track coupled, but if one track will not hold the train transfer crew will couple up head end and make one double.
- C. Westward transfer crews into Blue Island having perishable freight next to engine and requiring ice house attention—refrigeration or heater service—will set such cars over to Ice House or East Yard but will not so handle any other cars.
- D. Rear portion of trains from the west yard at Blue Island will be made ready on one track coupled. Transfer crews will couple up head end and double over.

4. ARGO YARD:

- A. Transfer crews setting out at Argo Yard will make a straight set out when one track will hold the entire set out. Otherwise they will make doubles necessary to dispose of their train.
- B. Transfer crews picking up at Argo Yard will take cars from only one track unless one track will not hold the entire pick up in which event crew will make necessary doubles. They will, however, make such doubles as are necessary when handling stock or perishable.

5. NORPAUL YARD:

- A. Trains from Norpaul will made up on one track coupled, but if one track will not hold the train transfer crew will make one double.
- B. Transfer crews taking trains originating at Bensonville will make a straight pick up at Norpaul the same as at any other intermediate point.
- C. Westward crews setting off or yarding trains at Norpaul will place cars on one track provided one

track will hold the entire train or set out; otherwise, they will make doubles necessary to dispose of their train or set out.

6. KENWOOD YARD:

Transfer crews will set out cars that are properly grouped for each separate track on which they are to be placed and will pick up cars which stand first out on each separate track from which they are taken.

7. GENERAL:

- A. Caboosing their trains at any point will not be considered as a double in the application of this understanding.
- B. Bad orders found after transfer engine is coupled to the train will be thrown out by the transfer crews.
- C. Nothing in this understanding shall restrict the work which can be required of transfer crews in their own seniority district when such crews go on duty during any of the starting time periods specified for regularly assigned yard crews.

This agreement becomes effective at 12:01 A.M. on Thursday, April 1, 1943, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

**FOR THE INDIANA HARBOR
BELT RAILROAD:**

(Signed) C. F. Wiegale,
Assistant General Manager.

**FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:**

(Signed) C. C. Kitts,
General Chairman.

APPROVED:

(Signed) B. W. Fern,
Deputy President, B. of R. T.
Chicago, March 26, 1943.

**AGREED UPON INTERPRETATION OF SECTION 6
OF THE TRANSFER AGREEMENT EFFECTIVE
APRIL 1, 1943 WHICH DEALS WITH WORK PER-
FORMED AT KENWOOD YARD.**

It is understood that cars which are properly grouped when transfer crew leaves Gibson or Blue Island will be set out at Kenwood on each separate track on which they are to be placed.

Cars that are picked up at intermediate points will be set out as a group at Kenwood without switching.

**FOR THE INDIANA HARBOR
BELT RAILROAD:**

(Sgd.) T. L. Green,
Asst. General Manager.

**FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:**

(Sgd.) C. C. Kitts,
General Chairman.

APPROVED:

(Sgd.) B. W. Fern,
Deputy President,
Brotherhood of Railroad Trainmen.

Chicago, August 13, 1943.

Chicago, Ill., August 1, 1945.

**MEMORANDUM OF AGREEMENT BETWEEN THE
INDIANA HARBOR BELT RAILROAD AND ITS
YARDMEN RESPECTING THE APPLICATION OF
SECTIONS 3-A AND 7-C OF THE MEMORANDUM
OF UNDERSTANDING CONCERNING WORK
WHICH CAN PROPERLY BE REQUIRED OF
CREWS IN TRANSFER SERVICE WHICH BECAME
EFFECTIVE AT 12:01 A.M. ON APRIL 1, 1943.**

It is agreed that effective from 12:01 A.M., Saturday, August 4, 1945 the following will apply:

Interpretation of Section 3-A

It is understood that Blue Island transfer crews started outside of the starting time periods designated for regu-

larly assigned yard crews, or transfer crews from other districts arriving at Blue Island, will yard their trains on designated tracks including ice house tracks Numbers 1 or 2, and will double over head end if track will not hold the entire train.

Blue Island transfer crews started within the starting time periods arriving at Blue Island may be required to spot cars in their trains at the ice house.

It is further understood that transfer crews handling trains of perishable out of the East Yard at Blue Island will assemble their trains as provided in this section and will set out cars placed in their train through error on the part of either clerical forces or Car Retarder Operators. All reconsigned cars will be switched out by yard crews.

Interpretation of Section 7-C

It is understood that transfer crews which go on duty during any of the starting time periods designated for regularly assigned yard crews may be required to perform any switching incidental to their own trains. When such crews arrive at the starting point after having been on duty eight hours or more and yard their entire train, they will not be used for additional intra-yard transfer service.

It is also agreed that the application of the above interpretations constitutes full and final settlement of all questions arising in connection with the above referred to Sections 3-A and 7-C prior to August 4, 1945, and any claims for additional pay arising prior to that date are not valid and are withdrawn and cancelled.

It is further agreed that the General Chairman's notice of May 1, 1945 to the General Manager, reading:

"I am advised by the Blue Island Yardmen to notify you that the agreement of January 5th, 1939, which provides that transfer crews will set their perishable to the Ice House at Blue Island, also, Article 3, Paragraph A of the agreement of April 1, 1943 and Article 7, Paragraph C of same agreement. Each of the three agreements conflict with Standard Rules: The switching of cars to the Ice House by crews of other districts is in direct violation of Article 10, Paragraphs A and B. And, to require a crew who has assigned himself to Transfer Service and require of him to be inducted into yard switching is not in line with the preference

of work referred to, in Article 10, Paragraph B of the Chicago Memorandum Agreement.

"The Committee has tried to arrive at a more satisfactory understanding with you as to work may be done by Transfer Crews at Blue Island, without complete results.

"As provided for in the amended Labor Act and the provisions of agreements effected, this will serve the regular 30 day notice of change as above outlined, to be effective as of June 1, 1945."

is rescinded and shall be considered as never having been given.

Accepted for the Indiana
Harbor Belt Railroad
T. L. Green,
General Manager.

Accepted for the Yardmen:

H. K. Ames,	C. C. Kitts,
Guy Dunfee	General Chairman, B. of R. T.
E. C. Smith,	B. W. Fern,
	Deputy President, B. of R. T.

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN FOR THE PURPOSE OF COMBINING INTO ONE AGREEMENT AND CONTINUING IN EFFECT THE SEVERAL ORAL AND WRITTEN UNDERSTANDINGS BETWEEN THE PARTIES RESPECTING WORK WHICH CAN BE REQUIRED OF CREWS IN TRANSFER SERVICE IN ADDITION TO THE UNDERSTANDINGS INCLUDED IN THE AGREEMENT EFFECTIVE APRIL 1, 1943 AND ITS AMENDMENTS AND SUPPLEMENTS.

It is agreed:

(a) That transfer crews making pick-up at Bellwood, Broadview, La Grange, McCook, Argo and Stickney will switch out and classify in their train live stock, live poultry, perishable, dead freight, also switch out on one track any cars which are not to go forward in their train, i.e. westbound, local, short, no-bill, hold or bad order cars, and leave them at these points.

Transfer crews will not be required to switch out and make up rear ends for points east of Blue Island.

(b) That transfer crews will continue to switch out live stock at connections for movement by other transfer crews provided such live stock is on short time for feed, water and rest, as required by the Hours of Confinement Law. It is understood that this will not be required when such live stock has time in excess of that allowed by the Bureau of Animal Industry for movement over Indiana Harbor Belt Railroad. It is further agreed that when a delivery of stock from a connecting line includes one or more cars of short time stock, all of the cars of live stock received in such delivery may be advanced by moving them with another transfer crew.

(c) Transfer crews moving in either direction may pick up at one or more points in any seniority district provided the cars picked up are to be moved beyond that district.

(d) That the interchange with the Chicago, Rock Island and Pacific Railway at Grand Trunk Western Tower is within the limits of Blue Island Yard and that cars received from the Chicago, Rock Island and Pacific Railway are interchanged on the long track at that point; such cars will be handled from the Interchange (long track) to Blue Island Yard by Blue Island yard crews or Blue Island District transfer crews called to go on duty within the starting time periods.

(e) That the provisions of Sections (a) and (b) of this agreement apply at Chicago Ridge which is within the limits of the Blue Island seniority district and the work specified therein will be performed by any Blue Island crew.

This agreement shall remain in effect until changed as provided herein. If either party to this agreement desires to revise, modify or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given and conference shall be held before the expiration of said notice, unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR BELT:
T. L. Green, General Manager.

FOR THE YARDMEN:
C. C. Kitts,
General Chairman, Brotherhood
of Railroad Trainmen.

Gibson, Indiana,
May 17, 1946.

Gibson, Ind., April 3, 1947.
File: 27-3-G No. 52.

Mr. C. C. Kitts,
General Chairman,
Brotherhood of Railroad Trainmen,
511 165th Street,
Hammond, Indiana

Dear Sir:

In reply to your of March 28, 1947 recalling your letter and cancelling your agreement of March 7, 1946, addressed to former Superintendent Payne, concerning the manner in which stock could be handled by "out of the bracket" Gibson transfer crews.

Kindly be advised that effective this date this traffic will be handled with Gibson transfer crews called within the brackets or with Gibson District yard power.

Yours truly,
(Sgd.) M. M. Bell,
Superintendent.

ccs: Messrs: R. H. McGraw
M. T. MacLaury
L. T. Schmidt
C. O. Beach

For your in formation, there is attached copy of Mr. Kitts' letter mentioned above.

M. M. Bell.

AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD CO. AND THE BROTHERHOOD
OF RAILROAD TRAINMEN AS TO HANDLING OF
CARS TO AND FROM CHICAGO RIDGE, AND THE
HANDLING OF LIVE STOCK DELIVERIES ONLY
FROM CALUMET PARK TO ALL EASTERN CON-
NECTING LINES.

IT IS AGREED:

1. Blue Island District Crews listed to start under Article VI of the Chicago Memorandum of Agreement will pick up and handle all traffic between Chicago Ridge and Blue Island except:
 - (a) Crews from any Seniority District will be permitted to pick up cars containing live stock or perishable at Chicago Ridge, Illinois, for movement

to Blue Island, or Calumet Park, Illinois. It is understood if other equipment should be mixed with cars of live stock or perishable, crews picking up will not switch out any equipment but will move any cars at Chicago Ridge in connection with such pick up.

- (b) Cars loaded with perishable or live stock may be picked up by any Transfer Crew of any Seniority district at Blue Island for movement to Chicago Ridge.
- 2. All live stock from Calumet Park Stock Yards for delivery to all Eastern Lines will be made by any Gibson Seniority District Crew except:
 - (a) Deliveries to the B. & O. may be made by any transfer crew of any Seniority District.
 - (b) Any Blue Island District crew may be used to handle what is known as the noon and morning stock deliveries to the Wabash Railroad at Tolleston, Indiana.
- 3. The foregoing is a modification of the Agreement dated May 1, 1946 and of Section 7-C of the Agreement dated August 4, 1945 and applies only to locations referred to in Paragraphs 1 and 2 of this Agreement.
- 4. This agreement is effective on and after September 20, 1947. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, a thirty (30) days' written advance notice containing the proposed changes shall be given.

ACCEPTED FOR THE INDIANA HARBOR
BELT RAILROAD COMPANY:

(Sgd.) M. M. Bell, Superintendent.

ACCEPTED FOR THE EMPLOYEES:

(Sgd.) H. K. Ames,
Secretary, General Committee B.R.T.

(Sgd.) C. C. Kitts,
General Chairman, B.R.T.

Gibson, Indiana, September 19, 1947.

MEMORANDUM OF UNDERSTANDING SETTING
FORTH CLARIFICATION OF ARTICLES 3-A AND
7-B OF THE AGREEMENT DATED MARCH 26, 1943,
CONCERNING WORK WHICH CAN PROPERLY BE
REQUIRED OF CREWS IN TRANSFER SERVICE.

1. Cars with air brake defects found after transfer crew engines have been attached to trains, may be set out by such transfer crews.
2. Transfer train crews will not be required to switch out any defective cars when trains are made up on tracks equipped with operative yard air lines. This does not apply to transfer crews called within the Starting Time Brackets in their own seniority districts.
3. Any transfer train crews handling perishable freight trains for delivery to connecting lines out of Blue Island East Yard, will set out any defective cars that are not carded bad order when switched into train. The above supersedes and cancels Understanding dated September 11, 1946 pertaining to Article 7-B and will remain in effect until changed under procedure of the Railway Labor Act as amended.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed) M. M. BELL,
Superintendent.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) H. K. AMES,
H. K. Ames, Secretary, General Committee.
(Signed) C. C. KITTS,
C. C. Kitts, General Chairman.

Dated at Gibson, Indiana,
November 17, 1947.

INTERPRETATION TO MEMORANDUM OF UNDER-
STANDING BETWEEN THE INDIANA HARBOR
BELT RAILROAD AND ITS YARDMEN CONCERN-
ING WORK WHICH CAN PROPERLY BE RE-
QUIRED OF CREWS IN TRANSFER SERVICE
DATED AT CHICAGO, ILLINOIS, MARCH 26TH,
1943.

It is agreed that crews in transfer service may be required to pick up cars at any point in any of the yards or districts referred to in the above agreement that are to be moved out of the district in which such cars are picked up and will deliver such cars to the designated track at destination.

It is further understood and agreed that this interpretation is not to be construed as a right of transfer crews to make a pick up of cars at one point in a district and deliver such cars at another point in the same district except as covered in memorandum of agreement respecting the application of Section 3A and 7C of the memorandum of understanding referred to in the above caption, dated at Gibson, Indiana, August 2, 1945, Carriers File No. 27-3-G.

It is further understood and agreed that the foregoing interpretation does not in any way set aside understanding reached October 23, 1947, Carriers File 27-3-G-B relative to the handling of C.R.I.&P. Railway traffic accumulating at Blue Island Yard.

It is further understood and agreed that memorandum of agreement dated Gibson, Indiana, September 19, 1947, covering the handling of cars to and from Chicago Ridge and the handling of livestock deliveries only from Calumet Park to all eastern connecting lines is preserved. Signed and dated at Chicago, Ill., January 28, 1943.

Accepted for the Indiana Harbor Belt Railroad Co.
(Sgd.) R. H. McGRAW,
General Manager.

Accepted for
The Brotherhood of Railway Trainmen
(Signed) B. W. FERN, (Signed) H. K. AMES,
Vice President. Secretary, General Committee.
(Signed) C. C. KITTS,
General Chairman.

WITNESS:
(Signed) JAMES P. KIERNAN, Mediator.

Gibson, Indiana,
January 31, 1948.
File I-18.

Mr. C. C. Kitts
General Chairman
Brotherhood of Railroad Trainmen
511 165th Street,
Hammond, Indiana

Dear Sir:

At our conference in Chicago on January 28th, in connection with Mediation Case No. A-2709, I agreed to write you relative to crews other than Gibson crews picking up merchandise at the L.C.L. for delivery to the C.R.&I. Leavitt Street Yard.

This letter will confirm my advice that Gibson crews will be permitted to perform this work in preference to crews from other seniority districts as at present.

Yours very truly,
(Sgd.) R. H. McGraw,
General Manager.

cc: Mr. B. W. Fern,
Vice President, B. of R.T.

1527 Champa Street, Denver 2, Colorado,
July 29, 1948.

Mr. C. C. Kitts
General Chairman, B.R.T.
511 165th Street,
Hammond, Indiana

Dear Sir and Brother:

Please be referred to handling given claims of Yardmen M. C. Smith and J. F. Vandenbenden discussed with Mr. R. H. McGraw at our conference on July 8th.

I am attaching hereto letter received from Mr. McGraw confirming the understanding reached in our conference to the end that, when transfer crews set out cars in circumstances described in this docket, such crews will only be required to set out cars in blocks, and where cars are scattered in the train, such cars will be taken through or set out in one block.

In line with this confirmation, you will arrange to

withdraw the claim in point, as well as any analogous claims contained in your file.

Fraternally yours,
(Signed) B. W. Fern,
Vice President, B.R.T.

cc: Mr. R. W. McGraw
Mr. A. F. Whitney

July 20, 1948.

Mr. B. W. Fern, Deputy President
Brotherhood of Railroad Trainmen
Continental Hotel
Kansas City, Missouri

Dear Sir:

Answering your letter of July 12th, concerning claims of Yardmen M. C. Smith and J. F. Vanderbenden discussed at our conference on July 8th.

This will confirm the understanding that when such transfer crews set out cars in such circumstances crews will only be required to set out cars in blocks and where cars are scattered in the train such cars will be taken through or set out in one block.

Yours very truly,
(Sgd.) R. H. McGraw,
General Manager.

cc: Mr. C. C. Kitts —

Copy furnished at his request July 29, 1948.

Hotel Chicagoan, Chicago, Illinois, July 12, 1948.

Mr. R. H. McGraw, General Manager
Indiana Harbor Belt Railroad
Gibson, Indiana

Dear Sir:

Referring to our conference in your office on July 8, 1948, and the discussion had in connection with Docket Y 504, involving the claim of Yardmen J. F. Vandebenden and M. C. Smith, for a yard day account train improperly made up.

During our discussions it was alleged by the Carrier that the set outs referred to in the instant case were necessitated by virtue of the fact that after this train had been assembled and had departed, an order was re-

ceived from the Corn Products Company and that in order to serve the industry with the empties, this crew was instructed to set the cars out.

The question of requiring transfer crews to set out cars not properly placed in their trains was discussed at length and it was agreed that such crews would only be required to set out cars in blocks and, where cars were scattered in the train, such cars would be taken through or set out in one block so that no switching would be necessary in so disposing of such cars.

Your letter confirming such understanding will serve as a settlement of this and other claims (if there be any) and upon receipt of such letter such claims will be considered withdrawn.

Kindly advise.

Yours very truly,

(Signed) B. W. Fern,
Vice President.

cc: Mr. C. C. Kitts
Mr. H. K. Ames

Gibson, Indiana, December 3, 1948.

Messrs: J. N. Page
W. J. Barry
Walter Bella
C. O. Beach

At conference with the General Chairman of the Brotherhood of Railroad Trainmen on Friday, December 3, 1948, the further interpretation of that portion of Section 3-A in respect to work which may be required of transfer crews at Blue Island Yard and territories elsewhere specifically mentioned as it affects Blue Island transfer crews (only) started within the starting time brackets is as follows:

1. Such crews will be required to do work incidental to their own train only. This means:
 - a. Bad order cars will be switched out in accordance with Memorandum of Understanding dated November 17, 1947. (This does not mean that bracket crews will be required to throw out of their train bad order cars that have been placed in their track after such cars have been previously set out of other trains.)

- b. Such transfer crews will not be required to set out cars that have been reconsigned, topickers,, reicers and cars of other classification that do not go forward in such trains and such work is not considered incidental to their work. They may be required to group cars that have been classified in two or more classifications providing such cars go forward in their train. They may also be required to set out cars that have been placed in their trains through error on the part of either the clerical forces or Car Retarder Operators.
- 2. Transfer crews within the starting time bracket which have completed eight hours' work may not be required to:
 - a. Perform yard work which includes placing their train or any portion thereof into the Ice House at Blue Island except that they may be required to pull in on an Ice House track spotting their train if so directed.
 - b. They may not be required to perform intra-district service after having completed eight hours work.
 - c. Such crews may take cars from Blue Island Yard for movement beyond the limits of Blue Island District, as defined, and they may be required to handle cars from other than Blue Island District to points beyond such district.

Please acknowledge receipt and understanding of these instructions.

(Sgd.) L. T. Schmidt.

ccs: Messrs: R. H. McGraw
T. F. Barry

C. C. Kitts,
Gen. Chairman, B. of R.T.
511 165th Street
Hammond, Indiana

If you concur that these instructions express the understanding that was had at conference on December 3, 1948, please so signify by signing one copy of this letter

and returning it to this office, after which instructions will be issued.

It is agreed that this understanding will remain in effect until such time as changed by either party in accordance with the provisions of the Railway Labor Act, as Amended.

(Sgd.) C. C. Kitts,
General Chairman, B. of R.T.

BLUE ISLAND TERMINAL FOR N.Y.C.R.R.

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN.

—

Interpretation of the agreement effective April 22, 1930, under which Blue Island is recognized as a terminal for New York Central Western Division road crews instead of Gibson:

1. It is agreed that New York Central westward road crews will set out their entire train at Gibson and proceed to Blue Island with their caboose, except that if it is known that on account of congestion the train could not be yarded at Gibson until after two hours from its arrival at Gibson Tower, and it is also known that the train can be yarded at Blue Island, such train may be hauled intact to Blue Island and yarded at that point.
2. It is also agreed that New York Central road crews which start their eastward trip at Blue Island will only pick up at one point on Indiana Harbor Belt operated tracks east of Calumet Park Stock Yards.

This interpretation becomes effective at 12:01 A.M., April 1, 1944, and will remain in effect unless and until changed as provided by the amended Railway Labor Act.

FOR THE MANAGEMENT

(Sgd.) T. L. Green,
General Manager.

FOR THE YARDMEN

(Sgd.) C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen.

APPROVED:

(Sgd.) B. W. Fern,
Deputy President, Brotherhood of
Railroad Trainmen.

Chicago, Illinois, March 28, 1944.

Telephone conversation between Fern and Green March 30, 1944 it was agreed that if the pick up at Calumet was dead freight only a second pick up would not be made. If it was straight stock or stock and dead freight second pick up could be made.

M. T. MacLaury.
March 30, 1944.

SUPPLEMENT TO THE MARCH 8, 1944, INTERPRETATION OF THE AGREEMENT OF APRIL 22, 1930.

At meeting on June 7, 1944, it was agreed to supplement the interpretation of the April 22, 1930, agreement which was signed on March 28, 1944, by adding a third section reading:

3. It was agreed that New York Central road crews which start their eastward trip at Blue Island may pick up at Calumet Park only such cars as are loaded with U.S. Army mobile vehicles and cars loaded with live stock.

This supplement becomes effective at 12:01 A.M., June 8, 1944, and will remain in effect unless and until changed as provided by the amended Railway Labor Act.

FOR THE YARDMEN

C. C. Kitts,
General Chairman, Brotherhood
of Railroad Trainmen.

APPROVED:

B. W. Fern,
Deputy President, Brotherhood
of Railroad Trainmen.

FOR THE MANAGEMENT

T. L. Green,
General Manager.

Chicago, Illinois,
June 7, 1944.

Gibson, Indiana, May 27, 1946.
File No. 27-3-G.

Messrs: R. E. Pfeifer
C. A. Deppen
L. T. Schmidt
M. W. Amoss
L. M. Lawrence
C. C. Tevis
D. B. Ingold
E. C. Ott

At a meeting the General Chairman of the Brotherhood of Railroad Trainmen had with the General Manager on May 22nd, it was agreed that New York Central road crews which start their eastward trip at Blue Island will not be permitted to make pick-up at Gibson Subway, but such crews are permitted to pick up in either Gibson South Yard or at Gibson Transfer, therefore, Section 2 of the agreement between the Indiana Harbor Belt Railroad and its Yardmen, dated Chicago, March 28, 1944, and effective 12:01 A.M., April 1, 1944, is amended accordingly.

Please have it understood by all concerned that New York Central road crews starting their trip at Blue Island may pick up stock at Calumet Park Yard and then be required to pick up at either Gibson South Yard or at Gibson Transfer, but in no case may any one train pick up at more than one point east of Calumet Park Stock Yards.

Please acknowledge receipt and advise if understood.
(Signed) L. W. Payne,
Superintendent.

cc: Mr. M. M. Bell

EQUALIZATION OF TRANSFER CREWS

MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIANA HARBOR BELT RAILROAD AND
THE BROTHERHOOD OF RAILROAD TRAINMEN
RESPECTING THE WORKING OF CREWS IN
TRANSFER TRAIN SERVICE, AND PERTAINING
TO THE EQUALIZATION OF CREWS AS BETWEEN
THE GIBSON, BLUE ISLAND, ARGO AND NOR-
PAUL DISTRICTS.

- (A) It is mutually agreed that effective with August 25, 1947 the following additional regular seven (7) day crew assignments will be called to go on duty in the Districts as shown:

Gibson District.....2 Crews
Blue Island District.....2 Crews
Norpaul District.....1 Crew

- (B) It is further agreed that the addition of these five (5) transfer crews is based on a present monthly maximum of 150 departures of crews in unassigned transfer service (Pool Turns) in the Norpaul District, and this basis will in the future govern the increasing or reducing of crews in transfer service in all Districts.
- (C) This agreement becoming effective August 25, 1947, will remain in effect until changed under procedure of the Railway Labor Act as amended.

FOR THE INDIANA HARBOR BELT
RAILROAD:

(Sgd.) R. H. McGraw,
General Manager.

FOR THE BROTHERHOOD OF RAILROAD
TRAINMEN:

(Sgd.) H. K. Ames,
Secretary, General Committee.
(Sgd.) C. C. Kitts,
General Chairman.

Gibson, Indiana, August 12, 1947.

CAR RETARDER OPERATORS

1917-18-1918-19

CAR RETARDER OPERATORS GENERAL AGREEMENT

Gibson, Indiana, January 26th, 1925.

It is hereby agreed between the General Committee of the Brotherhood of Railroad Trainmen and the Indiana Harbor Belt Railroad Company that yardmen's seniority will, effective February 16, 1925, be extended to include the positions of Car Retarder Operators, with the following rules applying:

1st—Rates of Pay: 93c per hour.

2nd—Eight hours or less shall constitute a day's work. Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime, on the minute basis at one and one-half times the hourly rate.

Any time worked in excess of eight hours, where continuous shifts are worked, due to making turn-over or waiting for relief, will not be considered as overtime.

Yardmen desiring to be considered in line for promotion to Car Retarder Operators must learn the work on their own time.

3rd—In filling the positions, ability and seniority will be considered, the Company to be the sole judge as to the competency of the applicant for the filling of the position.

There shall be no preference of seniority exercised as to the car retarder stations on any one shift.

Yardmen promoted to the position of Car Retarder will retain their yardmen's seniority.

4th—Car Retarder Operators will, when requested, perform any of the work of a switchman or conductor during the day's work.

5th—Where a yardman performs Car Retarder Operator's work and other switching service the same day, it will be termed "combination" service and the higher rate of pay will apply for the entire day's work.

When Car Retarder Operators are not in their towers yardmen will, when required, throw the switches and when this is necessary it is understood that this is not considered as Car Retarder Operators' work and will not be termed "combination" service.

6th—Car Retarder Operators may be required to work both humps, either as Retarder Operators or switches, or both. They will help with any engine connected with the hump work whenever required to do so.

7th—Car Retarder Operators will arrange their lunch so as not to interfere with the Operation of the hump.

If it should become necessary to throw any switches during the lunch period the operators will be prepared to do so.

8th—All investigations, hearings and discipline administered to Car Retarder Operators, will be in accordance with Article 21 of the Trainmen's Agreement.

9th—Operators will make minor repairs, as their time permits.

T. J. Cole,
Gen. Chairman, Brotherhood
of Railroad Trainmen.
J. W. Smith,
General Manager, Indiana
Harbor Belt R.R.

SUPPLEMENTAL AGREEMENT

It is agreed between the Brotherhood of Railroad Trainmen at Gibson and the Railroad Company, effective December 15, 1932, that the following:

"CAR RETARDER OPERATORS MAY EXERCISE THEIR SENIORITY IN ANY CAR RETADER STATION ON ANY SHIFT, IF COMPETENT, EXCEPT AT JUNCTION TOWERS, FOR WHICH TOWERS THE COMPANY MAY SELECT AND PLACE RETARDER OPERATORS"—will be substituted for that part of Sec-

tion 3, of the agreement with the Brotherhood of Railroad Trainmen governing working conditions of Car Retarder Operators, dated February 16, 1925, reading as follows: "THERE SHALL BE NO PREFERENCE OF SENIORITY EXERCISED AS TO THE CAR RETARDER STATIONS ON ANY ONE SHIFT."

It is understood that this agreement will apply to Yardmen and Car Retarder Operators at GIBSON only.

This agreement is subject to cancellation on request of either party hereto.

De Graff Green,
Chairman, Brotherhood of Railroad Trainmen.

L. A. Podesta,
Superintendent, Indiana Harbor
Belt Railroad Company.

**CAR RETARDER OPERATORS
PREPARING FORM T387**

May 31, 1946.
File — I-11-AA.

Mr. C. C. Kitts,
General Chairman
Brotherhood of Railroad Trainmen
511 165th Street,
Hammond, Indiana

Dear Sir:

This letter will confirm what I told you in our telephone conversation on Wednesday, May 29, 1946, namely that effective June 1, 1946, Car Retarder Operators will be relieved of the work of preparing the daily report of hump operation on form T-387.

At our conference with you and the full General Committee on May 22, 1946, it was agreed that if the men were relieved of making this report by June 1, 1946, the time claims for the performance of the work in the past would be withdrawn and cancelled.

Please confirm this agreement by signing and returning a copy of this letter.

Yours very truly,
(Signed) T. L. Green,
General Manager.

It is agreed that the action of the Carrier in relieving the Retarder Operators of this work constitutes full settlement of all questions concerning it and the time claims referred to are withdrawn and cancelled.

(Signed) C. C. Kitts,
General Chairman, Brotherhood of
Railroad Trainmen.

Hammond, Indiana, June , 1946.

FILLING CAR-RETARDER VACANCIES

Gibson, Ind., April 24, 1948.

Mr. C. C. Kitts, General Chairman
Brotherhood of Railroad Trainmen
511 165th Street,
Hammond, Indiana

Dear Sir:

Referring to our telephone conversation and my letter of December 10, 1946 as to the Method of Filling Retarder Operator Positions and Foreman vacancies.

My letter of December 10, 1946 states in substance that in any such diversions made to accommodate the Carrier a yardman assigned to work on a regular yard or transfer assignment which starts at a later hour than the assignment to which he is diverted should be paid the overtime rate even though he does not actually start a second assignment in a 24-hour period after the first day of change.

Apparently diversions are not covered in circumstances involving such yardmen when they are diverted to an assignment which starts at a later hour than the assignment they are diverted from.

I am agreeable to an arrangement to cover these latter instances whereby a yardman will be paid at the overtime rate after the first day of diversion and until such time as he resumes work on the assignment from which diverted or the assignment of his choice which starts at an earlier hour than the assignment to which he has been diverted. This does not provide for payment of overtime rate when such yardmen resume duty on their assignments after diversions in instances where they have been paid time and one-half rate for the entire tour of duty on the preceding assignment.

Yours very truly,

(Sgd.) R. H. McGraw,
General Manager.

December 10, 1946.

File — I-11-AA.

Mr. C. C. Kitts
General Chairman
Brotherhood of Railroad Trainmen
511 165th Street
Hammond, Indiana

Dear Sir:

Replying to your letter of November 27th, regarding diverting regular Yardmen to fill vacancies as Foremen or Retarder Operators.

In any such diversions made to accommodate the carrier, I feel we should pay the overtime rule to the Yardman who is diverted from a regular yard or transfer assignment starting at a later hour than the assignment to which diverted even though he does not actually start a second assignment in a 24-hour period after the first day of change.

I cannot agree, however, to let the seniority control, as suggested in the last sentence of the second last paragraph of your letter.

Yours very truly,
R. H. McGraw.
General Manager.

MEMORANDUM OF AGREEMENT BETWEEN THE
INDIANA HARBOR BELT RAILROAD AND ITS
YARDMEN AS TO THE METHOD OF FILLING RE-
TARDER OPERATOR POSITIONS.

1. A yardman exercising his seniority to a car retarder operator position shall be required to make one start on such position.
2. In event there is a retarder operator vacancy and no yardman has requested to be used for such vacancies, making it necessary to assign a yardman to the operator's position, the position shall be filled without penalty by selecting the first qualified man available on the extra board during the starting time period in which the retarder vacancy occurs.
3. If there is no qualified man available on the extra board as provided in Section (2) and it is necessary

to divert a regularly assigned yardman to the retarder operator's position, it shall be done by diverting the junior qualified available yardman from an assignment starting during the starting time period in which the retarder vacancy occurs. The yardman so diverted cannot be displaced by any other yardman until after he has worked one shift on the retarder position to which diverted. A yardman diverted under the provisions of this section shall be paid at the overtime rate for his service as retarder operator in the event such diversion results in his actually performing service on two separate assignments in a twenty-four hour period.

This agreement becomes effective at 12:01 A.M., Tuesday, November 26, 1946. It supersedes all former agreements covering this subject and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Sgd.) R. H. McGraw,
General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Sgd.) C. C. Kitts,
General Chairman.

Gibson, Indiana, November 25, 1946

BLUE ISLAND SPECIAL AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN AS TO THE OPERATION OF BLUE ISLAND HUMP.

In lieu of the present inadequate facilities at the Blue Island Hump Retarder Towers,

It is agreed:

1. The carrier will arrange to put on three retarder positions over the twenty-four hour span.
2. In consideration of the action of the carrier outlined in Item No. 1, the Brotherhood of Railroad Trainmen will arrange that there will be no interruption to traffic because of meal periods or other personal reasons of the Retarder Operators on duty and no demand will be pressed by the B. of R.T. for more adequate tower buildings or facilities in these tower buildings.

This arrangement to be effective August 20, 1947, and remain in effect until more adequate facilities are provided at the Blue Island Retarder Operator Towers or until changed under procedure of the Railway Labor Act as amended.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Sgd.) M. M. Bell,
Superintendent.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Sgd.) L. M. Lawrence,
Legislative Representative.

(Sgd.) H. K. Ames,
Local Chairman.

Hammond, Indiana, August 20, 1947.

GIBSON

GIBSON LOCAL AGREEMENT

Gibson, Indiana, August 9, 1923.

This agreement made this ninth day of August, 1923, between the Indiana Harbor Belt Railroad and the Brotherhood of Railroad Trainmen.

In consideration of the mutual covenants and conditions hereafter set forth, the parties hereto do agree as follows:

1. Yardmen at Gibson working on extra board will be run first in, first out.

2. Extra men will not be required to show up unless called.

3. When two or more extra men are called for the same time, the oldest men on the list will be given preference as to Outer Belt Work.

4. In calling an entire extra crew, or part of a crew, should there be two or three conductors in the crew, the oldest conductor on seniority list will be used as the conductor; but on tying up, will stand on the board in the same position he stood when called so far as men on this crew are concerned.

5. The extra list will be kept down so those retained on the list will make a reasonable amount of time each half, but sufficient men will be kept to protect the business.

6. Either party desiring to change or terminate the foregoing agreement may do so, providing (30) days written notice is given.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY

By J. W. Smith,
General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN

By C. C. Kitts,
Local Chairman.

Gibson, Ind., April 25, 1947.
File: 27-3-G-G.

Mr. M. W. Amoss:

Please be referred to your letter dated April 4, 1947, File 1827, having reference to the period of the day that the crew board at Gibson will be open to yardmen for selection of assignments of voluntary displacement, also Memorandum of Understanding between the Brotherhood of Railroad Trainmen and the Indiana Harbor Belt Railroad Company, dated June 5, 1941.

As informed you in telephone conversation today and subsequent to conference had with B. of R.T. Local Chairman H. E. Howard on April 24, 1947, it has been agreed that effective at once Article 2 of the Memorandum of Understanding and reading as follows, will be cancelled:

"During recognized Daylight Savings period the selecting of assignments and voluntary displacement will be made between the hours of 7:00 A.M. and 3:00 P.M., Central Standard Time."

On the basis of this Article becoming inoperative it must be understood that notwithstanding Daylight Savings Time becoming effective Sunday, April 27, 1947, that no change is to be made in the period that the board will be open, but instead that it will continue to be open between the hours of 8:00 A.M. and 4:00 P.M., Central Standard Time.

M. M. Bell.

cc: Mr. H. E. Howard,
Local chair, B. of R.T.,
2736 Ross Street,
Highland, Ind.

—The above is in connection with your letter dated March 11, 1947 addressed to me, also our conference had at Gibson on April 24, 1947.

M. M. Bell.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE BROTHERHOOD OF RAILROAD TRAINMEN
AND THE INDIANA HARBOR BELT RAILROAD
COMPANY AS TO HOURS "CREW BOARD" WILL
BE OPEN AT GIBSON, INDIANA.

1. The board will be open from 8:00 A.M., until 4:00 P.M., Central Standard Time, for selection of assignments or voluntary displacements.
2. During recognized Daylight Savings period the selecting of assignments and voluntary displacements will be made between the hours of 7:00 A.M. and 3:00 P.M., central standard time.
3. The crew sheet will be marked up from 4:00 P.M., to 4:00 P.M., Central Standard Time during the entire year.

This Memorandum of Understanding made this 5th day of June, 1941 cancels the verbal agreement and rules referred to in former Superintendent C. E. Hinchman's letter dated August 31, 1929 to former General Chairman J. F. Payne, and will be effective with crew sheet starting 4:00 P.M., Saturday, June 7th, and remain in effect until cancelled by either party giving unto the other thirty (30) days' notice in writing.

W. P. Lamb,
Superintendent.

C. C. Kitts,
General Chairman,
Brotherhood of Railroad Trainmen.

At Gibson, Indiana, June 5, 1941.

MEMORANDUM OF UNDERSTANDING AS TO
"MARK OFF TIME" OF EXTRA YARDMEN, GIB-
SON SENIORITY DISTRICT, CALLED TO FILL VA-
CANCY AND ON DUTY LESS THAN EIGHT
HOURS.

It is agreed that extra yardman called to relieve regu-
larly assigned yardman or extra yardman filling vacancy
will be placed back on extra list at time crew marks off
duty, regardless of length of time such extra man has
worked with yard crew. As an example, extra man is
called and reports for work with crew at 4:00 P.M., to re-
lieve member of crew account sickness or other cause,
and which crew started work at 2:30 P.M. The extra
man will be marked up or placed on extra list as of time
crew completes day's assignment, not earlier than as of
10:30 P.M.—end of eight-hour assignment.

It is further understood that the extra yardman so
marked up, after working less than eight hours, will not
again be used until the expiration of eight-hour rest pe-
riod, unless shortage of men exists on extra list and it is
necessary to do so to protect service.

It is further understood that the above understanding
will not apply to an extra yardman called to fill vacancy
on regular crew or when used as member on an extra
crew, in case such regular crew or extra crew should
complete their day's work and turn in short of eight
hours work. In other words, a regular crew or an extra
crew called for a day's work will be considered as at
least eight hours.

This Memorandum of Understanding cancels the ar-
rangement outlined and as agreed to in letter dated Au-
gust 11, 1937 from W. P. Lamb, Superintendent, to C. C.
Kitts, Local Chairman, B. of R.T.

(Signed) W. P. Lamb,
Superintendent.

(Signed) C. C. Kitts,
Local Chairman, B. of R.T.
Signed at

Gibson, Indiana, February 15, 1938.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIANA HARBOR BELT RAILROAD AND
THE BROTHERHOOD OF RAILROAD TRAINMEN
(GIBSON DISTRICT) REGULATING THE TIME IN-
TERVAL WHEREIN YARDMEN WHO HAVE BEEN
DISPLACED WILL SELECT ASSIGNMENTS.**

It is mutually understood and agreed:

That yardmen who have been displaced from an assignment will be required to select an assignment not later than the close of the Crew List the following day. Yardmen who have been displaced from an assignment of their choice a second time without performing service subsequent to the first displacement will be required to select an assignment same day for which they have been displaced. Yardmen affected by permanent cancellations of assignment will, for the purpose of this agreement, be considered as having been displaced. The requirements of these provisions are also subject to other regulations of the Gibson District Local Agreement.

The following are examples of the requirements of these provisions and become a part of this Memorandum of Understanding:

Example 1.—A yardman on an assignment December 28th is displaced on this assignment for December 29th. He would be required to select an assignment for December 31st or be considered absent without permission.

Example 2.—A yardman displaced from an assignment for December 28th selects an assignment on December 29th and is displaced from this assignment, must select an assignment for December 30th or be considered absent without permission.

Example 3.—A yardman displaced from a night assignment for December 29th after the closing of the board, must select an assignment for December 31st, or be considered absent without permission.

This Understanding became effective Wednesday, January 5th, 1949, and is subject to change or cancellation by either party, upon giving five (5) days written notice.

FOR THE RAILROAD:

(Signed) A. R. Terrill,
Trainmaster.

FOR THE YARDMEN:

(Signed) H. E. Howard,
Local Chairman, B. of R.T.

Gibson, Indiana, January 4th, 1949.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIANA HARBOR BELT RAILROAD AND
THE BROTHERHOOD OF RAILROAD TRAINMEN
(GIBSON DISTRICT) REGARDING THE MANNER
IN WHICH THE EXTRA BOARD WILL BE
WORKED.

It is mutually understood and agreed:

- (A) That Extra Yardmen called to work on a regular assignment will not be required to "mark off duty" provided they are not on duty more than eight (8) hours. But if they are on duty in excess of eight (8) hours, they will be placed on the Extra Board as of their tie-up time, provided they call the Crew Dispatcher upon tying up, otherwise they will be placed on the bottom of the Board as of the time they call.
- (B) That when an Extra Yardman marks off the Board for one (1) day, he will be automatically marked up on the bottom of the Extra Board as of 8:00 A.M. the following day without calling in. Extra Yardmen marking off for other than one (1) day will be required to call in and report for the Board.
- (C) The posting of the Extra Board will be changed as follows:
The Extra Board will be posted one day late and will show the Extra Yardmen used for the previous calendar day, in addition it will show the standing of Extra Yardmen as of the posting of the Board.

This understanding becomes effective Tuesday, March 1st, 1949 and is subject to change on cancellation by either party, upon giving five (5) days written notice.

FOR THE RAILROAD:
(Signed) A. R. Terrill,
Trainmaster.

FOR THE YARDMEN:
(Signed) H. E. Howard,
Local Chairman, B. of R.T.

Gibson, Indiana, February 28th, 1949.

SKATEMEN—GIBSON

MEMORANDUM OF AGREEMENT REACHED IN SETTLEMENT OF COMPLAINT OF BROTHERHOOD OF RAILROAD TRAINMEN, GIBSON YARD, INDIANA HARBOR BELT RAILROAD COMPANY, WITH RESPECT TO "LONG FIELD MEN" WORKING AS THIRD MEMBER OF HUMP CREW.

1. It is agreed, owing to the necessity for proper and prompt handling of traffic, and to comply with the Indiana Full Crew Law, that independent assignments or those of "Skatemen" will be established in Gibson Yard.
2. The duties of "Skatemen" will be those of present "Long Field Men," namely—the placing of removing of skates, protecting cars from apex of hump, setting of brakes, riding cars when necessary or instructed, bleeding of air and making couplings when coupling or shoving tracks.
3. It is agreed assignments will be as follows:

NORTH HUMP

A "Skateman" will be assigned whenever regular Hump crew is assigned on either first, second or third eight-hour shift. One additional Skateman will be assigned whenever one or more Hump Helper crews are assigned on either of the shifts.

SOUTH HUMP

A "Skateman" will be assigned whenever regular Hump crew is assigned on either first, second or third eight-hour shift. It is optional with the Management as to working of second Skateman whenever a Hump Helper crew is used on South Hump.

4. It is agreed that when for any reason regular Hump crew or Hump Helper crew or both on any trick are crossed over for working on the other Hump, that

the Skateman having hours assignment corresponding with that of the regular Hump crew or Hump Helper crew will also cross over.

5. The starting time hour of Skatemen will correspond with that of the regular Hump crew or Hump Helper crew and will receive the Yard Helper's rate of pay or that of \$7.06 per day. (See note.)
6. The job of Skateman will be considered an independent job and so shown on crew-sheet for assignment purposes. Skatemen will originate their own timeslips, so designating themselves on timeslips.
7. Skatemen will be under jurisdiction of General Yardmaster, Yardmaster and Yard Foreman of Hump crew.

This agreement signed at Gibson, Indiana this 27th day of December, 1938 will be effective January 1, 1939, and will remain in effect until thirty days' written notice has been given by one party to the other of its desire to change same.

FOR THE MANAGEMENT:

W. P. Lamb,
Superintendent.

FOR THE EMPLOYEES:

C. C. Kitts, Local Chairman,
Brotherhood of Railroad Trainmen.

(NOTE: Rate as of Oct. 16, 1948—\$12.06 per day.)

Gibson, Indiana, January 26, 1944.
File No. 27-3-G-G.

Mr. C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen,
511 165th Street
Hammond, Indiana

Dear Sir:

With reference to conference had in Mr. MacLaury's office January 24, 1944, with yourself and the General Committee, in connection with complaint concerning "Skatemen's" Agreement at Gibson.

It was agreed that Items Nos. 3 and 4 of Memorandum of Agreement Reached in Settlement of Complaint of Brotherhood of Railroad Trainmen, Gibson Yard, Indiana Harbor Belt Railroad Company, with Respect to "Long Field Men" Working as Third Member of Hump Crew, effective January 1, 1939, will be amended as follows:

3. It is agreed assignments will be as follows:

NORTH HUMP:

Two "Skatemen" will be assigned to each shift upon which one or more regular Hump crews are assigned, and if hereafter more classification tracks are added to Westbound Classification Yard, one Skateman will be so assigned for each fifteen (15) Classification tracks or less.

SOUTH HUMP:

Two "Skatemen" will be assigned to each shift upon which one or more regular Hump crews are assigned, and if hereafter more classification tracks are added to Eastbound Classification Yard, one Skateman will be so assigned for each fifteen (15) Classification tracks or less.

4. It is agreed that when there is no regular Hump crew assigned to one of the Humps and the regular Hump crew or crews assigned to the other Hump is crossed over, that Skatemen will be crossed over and will perform duties of Skatemen on that Hump.

Please indicate your approval on attached carbon copy of this letter, upon receipt of which this agreement will become effective.

(Signed) L. W. Payne,
Superintendent.

(Signed) C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen.

Signed at Gibson, Indiana, January 28, 1944.

OUTPOST JOBS—GIBSON

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO ARBITRARY ALLOWANCE TO YARDMEN IN GIBSON SENIORITY DISTRICT REPORTING FOR WORK ON SUCH OUTPOST JOBS AS GARY, IRONDALE, AND STANDARD OIL COMPANY, WHITING.

It is agreed that yardmen in the Gibson Seniority District required to report for duty at Gary, Indiana or Irondale, Illinois will be allowed an arbitrary of forty-five minutes and yardmen required to report for duty at the Standard Oil Company, Whiting, will be allowed an arbitrary of thirty minutes prior to time called for and the same arbitrary after completing their tour of duty.

Such arbitraries, or that of a total of one hour and thirty minutes when required to report at either Gary, Indiana, or Irondale, Illinois and one hour when required to report at Standard Oil Company, Whiting, Indiana, will be allowed in connection with each separate day's tour of duty.

The above arbitraries are to be allowed at the pro-rata rate of pay.

This agreement, effective as of this date — April 14, 1938 — will continue in force until thirty (30) days' written notice one party to the other of its desire to change.

W. P. Lamb, Superintendent,
Indiana Harbor Belt Railroad Company.

C. C. Kitts, Local Chairman, B. of R.T.

At Gibson, Indiana, April 14, 1938.

N.Y.C.R.R. INTERCHANGE INDIANA HARBOR

MEDIATION AGREEMENT (N.M.B. Case No. A-2603) BETWEEN NEW YORK CENTRAL RAILROAD COMPANY, INDIANA HARBOR BELT RAILROAD COMPANY AND BROTHERHOOD OF RAILROAD TRAINMEN.

In settlement of the differences involved in National Mediation Board Case No. A-2603, as described in an application for mediation by the carriers dated June 20, 1947, in accordance with the provisions of the Railway Labor Act, Amended, it is mutually agreed that the question in controversy, to wit:

"Cancellation of agreement respecting the use of tracks in the New York Central "Elevator Yard" at Indiana Harbor, Indiana, which are leased to the Indiana Harbor Belt Railroad Company."

shall be and hereby is disposed of as follows:

By the terms of Supplement Agreement entered into by the parties hereto and signed at Chicago, Illinois, this date, copy of which is attached hereto, but not made a part hereof.

Signed at Chicago, Illinois, this 16th day of September, 1947.

ACCEPTED FOR THE CARRIERS:

Accepted for New York Central
Railroad Company:

(Signed) F. H. Garner, Supt.

Accepted for Indiana Harbor Belt
Railroad Company:

(Signed) R. H. McGraw,
General Manager.

ACCEPTED FOR THE EMPLOYES:

(Signed) C. A. Anderson,

Local Chairman, B. of R.T., N.Y.C.

(Signed) Roy Johnson,

Acting General Chairman, B. of R.T., N.Y.C.

(Signed) C. C. Kitts,

General Chairman, B. of R.T., I.H.B.

WITNESSED:

(Signed) John W. Walsh,

Mediator, National Mediation Board.

SUPPLEMENT AGREEMENT

MEMORANDUM OF UNDERSTANDING IN RESPECT TO THE AGREEMENT OF NOVEMBER 8, 1945 — WHICH WAS MADE EFFECTIVE NOVEMBER 18, 1945 RELATIVE TO THE HANDLING OF CARS BY I.H.B. CREWS IN THE NEW YORK CENTRAL ELEVATOR YARD, IN WHICH YARD, NEW YORK CENTRAL YARDMEN HOLD EXCLUSIVE SENIORITY RIGHTS IN ACCORDANCE WITH BROTHERHOOD OF RAILROAD TRAINMEN CONTRACT.

1. When an I.H.B. crew pulls in on a leased track and finds in that track cars other than they are to handle, they will not couple into those cars but must notify the New York Central authorities of the existing conditions and they in turn will have a New York Central crew set the cars over.

This paragraph is intended to permit an I.H.B. yard crew to pull a train into a leased track where cars are standing ready to be pulled out by them, couple onto them and shove such cars out of such track for immediate movement by I.H.B. crews out of this yard and not for the purpose of placing them on another track to leave standing pending some future movement.

2. It is understood that the I.H.B. crews hold no seniority of any description in the Elevator Yard and any switching, coupling of cars (other than coupling onto cars they are to move out of the yard on the immediate return trip) or scope of work coming under the jurisdiction of yardmen will be done by New York Central yardmen. In accordance with agreement I.H.B. crews when pulling in on leased tracks or taking cars from a leased track to the Mills will notify the yardmaster or other authority in the Elevator yard of any conditions which they encounter that might cause a time claim to be placed by New York Central crews in violation of Paragraph Three (3) of the agreement effective November 18, 1945 or any other part thereof.
3. It is understood that when New York Central yardmen place time claims for violations in respect to the Elevator yard such claims as are valid will be paid promptly after the date they are received in the New York Central Office.

4. This understanding will be made part of the agreement made effective November 18, 1945 in respect to the Brotherhood of Railroad Trainmen holding exclusive rights in the Elevator Yard at Indiana Harbor, Indiana.

Accepted for Indiana Harbor Employees:
(Signed) C. C. Kitts,
General Chairman, B. of R.T.

Accepted for Indiana Harbor
Belt Railroad:
(Signed) R. H. McGraw,
General Manager.

Accepted for New York
Central Employees:
(Signed) C. A. Anderson,
Chairman, B. of R.T.

Approved for New York
Central Yardmen:
(Signed) E. F. Swan Per R. J.
General Chairman, B. of R.T.

Accepted for New York
Central Railroad:
(Signed) F. H. Garner,
Superintendent.

Chicago, Ill., November 8, 1945.

MEMORANDUM OF AGREEMENT BETWEEN THE
NEW YORK CENTRAL RAILROAD AND THE
INDIANA HARBOR BELT RAILROAD AND
THEIR EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS,
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND
ENGINEMEN AND BROTHERHOOD OF RAILROAD
TRAINMEN RESPECTING THE USE OF TRACKS
IN THE N.Y.C. ELEVATOR YARD WHICH ARE
LEASED TO THE I.H.B.

1. Tracks in the New York Central Elevator Yard at Indiana Harbor, Indiana, which are leased to the Indiana Harbor Belt, are to be used by the Indiana Harbor Belt for storing cars and by the New York Cen-

tral for interchanging cars of coal for the steel plants to the Indiana Harbor Belt which have been brought into the Elevator Yard by N.Y.C. Western Division road crews. No other cars are to be interchanged to the I.H.B. in the Elevator Yard.

2. Cars of coal interchanged to the Indiana Harbor Belt as provided in Section 1 must be placed on the leased tracks coupled by N.Y.C. crews.
3. All switching of cars on the leased tracks will be performed by N.Y.C. crews.
4. All cars placed on the leased tracks as provided in Section 1 will be pulled from those tracks by I.H.B. yard crews.
5. No cars will be interchanged to the Indiana Harbor Belt in the Elevator Yard by N.Y.C. Danville Line road crews.

This understanding will become effective at 12:01 A.M. on November 18, 1945 and shall be subject to revision or cancellation by any party thereto by giving 30 days written notice to the other party of the intended revision or cancellation.

Accepted for Indiana
Harbor Belt Employees:

(Signed) A. W. Telley,
Vice Gen'l Chairman
B. of L. E.
(Signed) C. J. Huber,
General Chairman,
B. of L.F. & E.
(Signed) C. C. Kitts,
General Chairman,
B. of R.T.

Accepted for Indiana
Harbor Belt Railroad:

(Signed) M. T. MacLaury,
Supt. of Personnel.

Accepted for New York
Central Employees:

(Signed) W. L. Mason,
General Chairman,
B. of L.E.
(Signed) E. L. Holtcamp,
General Chairman,
B. of L.F. & E.
(Signed) C. A. Anderson,
Chairman, B. of R.T.

Accepted for New York
Central Railroad:

(Signed) M. T. MacLaury,
Supt. of Personnel.

MEMORANDUM OF AGREEMENT BETWEEN THE
NEW YORK CENTRAL RAILROAD AND THE
INDIANA HARBOR BELT RAILROAD AND
THEIR EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS,
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND
ENGINEMEN AND BROTHERHOOD OF RAILROAD
TRAINMEN RESPECTING THE HANDLING OF IN-
TERCHANGE BETWEEN THE TWO RAILROADS
AT INDIANA HARBOR, IND.

It is agreed that effective from 12:01 A.M., Sunday,
Nov. 18, 1945 New York Central yard crews will deliver
interchange cars to the Indiana Harbor Belt in the I.H.B.
Michigan Ave., New Yard, and the Indiana Harbor Belt
yard crews will deliver interchange cars to the New
York Central in the N.Y.C. Elevator yard.

This understanding is made to conform with the sen-
iority rules in the various agreements involved on both
named railroads, and may be revised or cancelled as pro-
vided by the Railway Labor Act as amended.

Accepted for I. H. B.
Engineers:

(Signed) A. W. Telley.

Accepted for I.H.B.
Firemen:

(Signed) C. J. Huber.

Accepted for I.H.B.
Yardmen:

(Signed) C. C. Kitts,

Accepted for N.Y.C.
Engineers:

(Signed) Al. L. Mason.

Accepted for N.Y.C.
Firemen:

(Signed) E. L. Holtcamp.

Accepted for N.Y.C.
Yardmen:

(Signed) C. A. Anderson.

Approved for N.Y.C.
Yardmen:

(Signed) E. F. Swan,

General Chairman, B. of R.T.

Accepted for the Indiana
Harbor Belt Railroad:

(Signed) M. T. MacLaury.

Accepted for the New York
Central Railroad:

(Signed) M. T. MacLaury.

INTERCHANGE—GENERAL INDIANA HARBOR

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN RESPECTING THE HANDLING OF CARS RECEIVED IN INTERCHANGE BY THE INDIANA HARBOR BELT RAILROAD FROM THE NEW YORK CENTRAL RAILROAD, PENNSYLVANIA RAILROAD AND BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD AT INDIANA HARBOR, INDIANA, ALSO THE HANDLING OF CARS IN INTERCHANGE BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE GENERAL AMERICAN TRANSPORTATION CORPORATION AT INDIANA HARBOR, INDIANA.

It is agreed that effective from 12:01 A.M., Sunday, May 25, 1947, the New York Central Railroad, Pennsylvania Railroad and Baltimore and Ohio Chicago Terminal Railroad crews will deliver interchange cars to the Indiana Harbor Belt Railroad in the Indiana Harbor Belt Michigan Avenue North Yard, and also when necessary, on Siding known as the Third Rail, between the Michigan Avenue street crossing and the Crossover located adjacent to the Michigan Avenue Agent's Office; also that the Baltimore and Ohio Chicago Terminal Railroad crews will, when necessary, deliver in interchange to the Indiana Harbor Belt Railroad on the Harbison-Walker Lead track, to an available waiting Indiana Harbor Belt engine and crew, straight trains of coal.

It is further agreed that in connection with the handling of interchange cars between the Indiana Harbor Belt Railroad and the General American Transportation Corporation that cars for the General American Transportation Corporation will be classified by the Indiana Harbor Belt Railroad on Track No. 8 in the Michigan Avenue South Yard and that cars delivered by the General American Transportation Corp. to the Indiana

Harbor Belt Railroad will be placed by General American Transportation Corporation engines and crews on Track No. 10 in Michigan Avenue South Yard.

This Understanding may be revised or cancelled as provided by the Railway Labor Act as amended.

ACCEPTED FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed) M. M. Bell, Superintendent.

ACCEPTED FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) H. E. Howard.

At Gibson, Indiana, May 28, 1947.

BLUE ISLAND

1944

BLUE ISLAND—LOCAL AGREEMENT

AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD COMPANY AND THE BROTHER-
HOOD OF RAILROAD TRAINMEN EFFECTIVE
OCTOBER 21, 1935.

MEMORANDUM OF LOCAL AGREEMENT IN RE-
GARD TO WORKING CONDITIONS WITHIN THE
BLUE ISLAND TERMINAL DISTRICT.

Article No. 1. Extra men will be worked first in first out. The Local Chairman is authorized to regulate the extra board by taking off or putting on men to meet the requirements of the service and hours limitation agreement.

Article No. 2. In filling vacancies on transfer and yard assignments having the same starting time, the senior man called shall be given preference of such assignments.

Article No. 3. Crews will be marked up at 4 P.M. for the following twenty-four hours. A regular assigned man laying off or serving time under the terms of the hours limitation agreement must report at least three hours before the assignment goes to work.

Extra men laying off shall not report for work sooner than eight hours and shall then be placed at the bottom of extra board.

Article No. 4. Yardmen wishing to change their assignment shall give twelve hours' notice before making the change, except:

(a) Those affected by bump or cancellation or filling new assignments will give at least two hours advance notice.

(b) Retarder operator and transfer conductor vacancies for one or more days shall be filled by senior competent yardmen making request.

Article No. 5. Yardmen assigned to six-day-a-week job shall serve twelve hours' notice to work on seventh day specifying the assignment they wish to take.

Article No. 6. Yardmen affected by bump or cancellation and who is without seniority to pick a job shall upon request be placed on extra board in accordance with his last tie-up time.

Article No. 7. Any job worked three consecutive days shall be classed a regular job. The starting time shall be adhered to as closely as possible, but can be called one and one-half hours each way from the regular starting time should necessity require.

Article No. 8. When a regular assigned yardman has been off five days, the vacancy can be filled by senior extra men requesting same on the sixth day.

This agreement to supersede all previous local agreements and can be cancelled upon thirty (30) days' notice by either party to the other party.

(Signed) W. F. CARLSON,
(For the Brotherhood of Railroad Trainmen.)

(Signed) C. E. HINCHMAN,
(For the Indiana Harbor Belt Railroad Company.)

MEMORANDUM OF UNDERSTANDING BETWEEN
THE BROTHERHOOD OF RAILROAD TRAINMEN
AND THE INDIANA HARBOR BELT RAILROAD
COMPANY, WITH RESPECT TO YARDMEN AT
BLUE ISLAND MAKING ONE DEPARTURE ON
JOB SELECTED.

The Memorandum of Understanding entered into and signed at Gibson, Indiana, January 8, 1940, is hereby revised to read as follows, effective June 2, 1941:

"A Yardman selecting a job or assignment will work at least one day on such job or assignment, unless such job is cancelled or Yardman is displaced through bumping, except that a Yardman used for the protection of service namely as Foreman, Retarder Operator, Yardmaster or in any emergency, shall not be required to work one day on the job first selected, but may select his next assignment by giving the required twelve (12) hours' notice."

This revised Memorandum of Understanding made this day of May 31, 1941 will continue in effect until otherwise changed by either party giving to the other ten (10) days' notice in writing.

W. P. Lamb,
Superintendent.

L. M. Lawrence, Local Chairman,
Brotherhood of Railroad Trainmen.

At Gibson, Indiana,
May 31, 1941.

MEMORANDUM OF UNDERSTANDING MODIFYING
THE OCTOBER 21, 1935 AGREEMENT COVERING
THE HANDLING OF YARDMEN AT BLUE ISLAND.

1. It is agreed that effective February 23, 1943, Article No. 7 of the Agreement of October 21, 1935 shall be modified by eliminating the second sentence of that article so that hereafter the complete article will read:

"Article No. 7. Any job worked three consecutive days will be classed as a regular job."

2. It is also agreed that this modification of Article No. 7 constitutes a complete settlement of all questions concerning the application of that article to Blue Island yardmen.
3. It is further agreed to jointly advise the National Railroad Board of Adjustment that settlement has been reached in dispute bearing the Board's Docket No. 13979 and that the submissions of both parties are withdrawn from consideration by the Board.

ACCEPTED FOR THE CARRIER:
(Signed) C. F. Wiegele,
Assistant General Manager,
Indiana Harbor Belt Railroad.

ACCEPTED FOR THE YARDMEN:
(Signed) C. C. Kitts,
General Chairman, B. of R.T.,
Indiana Harbor Belt Railroad.

APPROVED:
(Signed) B. W. Fern,
Deputy President, B. of R.T.

Chicago, Illinois,
February 23, 1943.

MEMORANDUM OF UNDERSTANDING TO CONFIRM AND CONTINUE IN EFFECT THE APPLICATION OF PARAGRAPH B, ARTICLE 4 OF BLUE ISLAND LOCAL AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILWAY TRAINMEN EFFECTIVE OCTOBER 21ST, 1935 COVERING CONDITIONS IN THE BLUE ISLAND SENIORITY DISTRICT.

It is agreed that that part of Article 4, Paragraph B reading "transfer conductor vacancies for one or more days shall be filled by senior competent yardmen making request" shall apply only to Foreman vacancies on extra transfer assignments and Foreman vacancies on regular transfer assignments where regular helpers on the assignment where the vacancy exists are not qualified to fill the vacancy.

If helpers on regular transfer assignments are qualified as Foremen, the Foreman vacancy shall be filled by advancing the senior qualified helper on the assignment where the vacancy exists.

This Memorandum of Understanding made Saturday, May 1, 1943 shall continue in effect until changed as provided herein. If either party to this understanding desires to revise, modify, or abrogate, any of its provisions, thirty (30) days written advance notice containing the proposed changes shall be given, and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR BELT R.R.:

(Signed) L. W. Payne.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) L. M. Lawrence.
Gibson, Indiana, May 1, 1943.

APPROVED:

(Signed) C. C. Kitts,
General Chairman,
Brotherhood of Railroad Trainmen.

HANDLING SWITCHES—BLUE ISLAND

March 21, 1942.
File—I-11-AA.

Mr. C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen,
511 165th Street
Hammond, Indiana.

Mr. L. M. Lawrence, Local Chairman,
Brotherhood of Railroad Trainmen,
Box 261
Tinley Park, Illinois.

Gentlemen:

Referring to Mr. Kitts' letter of February 17th to Mr. O'Brien concerning switches in roundhouse territory, Blue Island, which was discussed at our meeting on February 23rd:

Blue Island yardmen assigned to jobs where the engine starts from the house at the beginning of the day's work and on jobs where the engine returns to the house at the close of the day's work will take and give up the engines at—

- (a) the switch leading from the old westward siding to the roundhouse lead which is located just east of the yardmaster's office, and
- (b) the switch leading from the old westward siding to the roundhouse lead which is located approximately 300 feet west of the wye switch to the west leg of wye.

Switches between those mentioned above and the Blue Island enginehouse are in roundhouse territory and such switches as are used in that territory by engines going from and to the house at the beginning and ending of the day's work will be handled by members of the engine crew.

Yours very truly,
(Signed) C. F. Wiegele,
Assistant General Manager.

cc: Mr. W. P. Lamb,
Mr. M. T. MacLaury.

INDEPENDENT JOBS—BLUE ISLAND

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO ARBITRARY ALLOWANCE TO YARDMEN IN THE BLUE ISLAND SENIORITY DISTRICT WHEN REPORTING FOR AN INDEPENDENT ASSIGNMENT SUCH AS THAT OF A CRANE JOB WHERE STARTING TIME COMMENCES OTHER THAN WITHIN BLUE ISLAND YARD.

It is agreed that Yardmen in the Blue Island Seniority District when required to report for independent job, such as a crane job, with point of reporting to be North Harvey or west thereof to and including G.T.W. Tower (Blue Island), or when called to report at Dolton, an arbitrary allowance of thirty (30) minutes in each direction at pro-rata rate of pay will be allowed.

This agreement, effective as of August 1, 1941 and made at Gibson, Indiana this 29th day of October 1941, will continue in force until thirty days written notice one party to the other of its desire to change same.

(Signed) W. P. Lamb,
Superintendent, Indiana Harbor Belt R.R. Co.

(Signed) L. M. Lawrence,
Local Chairman, B. of R.T.

CRI & PRR INTERCHANGE—BLUE ISLAND

Gibson, Indiana, October 23, 1947.
File: 27-3-G-B No. 386T.

Mr. Howard K. Ames,
Local Chairman,
Brotherhood of Railroad Trainmen,
11723 Lafayette Avenue,
Chicago 28, Illinois.

Dear Sir:

Confirming understanding had in conference this date with you and General Chairman C. C. Kitts, concerning my letter of February 17, 1947, which had to do with the handling of C.R.I. & P. Railway traffic accumulating at Blue Island Yard.

I believe the language used in this letter covers the proposition in its entirety.

It is further agreed that cars originating at Blue Island or classified at Blue Island shall be delivered to the C.R.I. & P. Railway by Blue Island Yard crews.

Yours very truly
(Signed) M. M. Bell, Superintendent.

ACCEPTED FOR YARDMEN:

Howard K. Ames,
Local Chairman, B. of R.T.,
Blue Island.

APPROVED:

C. C. Kitts,
General Chairman, B. of R.T.

MEMORANDUM OF AGREEMENT BETWEEN THE
INDIANA HARBOR BELT RAILROAD COMPANY
AND ITS EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS,
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND
ENGINEMEN AND BROTHERHOOD OF RAILROAD
TRAINMEN, RESPECTING THE HANDLING OF
INTERCHANGE AT BLUE ISLAND, ILLINOIS.

It is agreed that effective 12:01 A.M., November 22, 1946, The Chicago Rock Island and Pacific Railway Company yard crews will deliver all interchange cars to the Indiana Harbor Belt Railroad Company in the Indiana Harbor Belt Railroad Blue Island Yard and the Indiana Harbor Belt Railroad crews will deliver all interchange cars to the Chicago Rock Island and Pacific Railway Company in the Chicago Rock Island and Pacific Railway Burr Oak Yard.

In event delivery of cars is made at points other than above referred to an additional day's pay will be paid to crew or crews of the Indiana Harbor Belt Railroad, who may be required to make such set outs or pick ups, of any cars set out short of either Burr Oak or Blue Island Yard. This will not apply on cars set out due to bad order condition, cars involved in accident or cars in movements when delivery is prevented by derailment, and which may be set out and picked up without penalty.

This understanding is made to conform with the seniority rules in the several agreements involved and may be revised or cancelled as provided for by the Railway Labor Act as amended.

Accepted for the Indiana Harbor
Belt Railroad Company:

(Signed) R. H. McGraw,
General Manager.

Accepted for the Indiana
Harbor Belt Railroad Employees:

(Signed) R. E. Davidson,
General Chairman, B. of L.E.

(Signed) C. J. Huber,
General Chairman, B. of L.F. & E.

(Signed) C. C. Kitts,
General Chairman, B. of R.T.

At Gibson, Indiana,
November 18, 1946.

SKATEMEN—BLUE ISLAND

MEMORANDUM OF AGREEMENT REACHED IN SETTLEMENT OF COMPLAINT OF BROTHERHOOD OF RAILROAD TRAINMEN, BLUE ISLAND YARD, INDIANA HARBOR BELT RAILROAD, WITH RESPECT TO "SKATEMEN" WORKING AS THIRD MEMBER OF HUMP CREWS; YARDMASTERS AT EAST END, BLUE ISLAND EASTBOUND YARD, ASSISTING YARD AND TRANSFER CREWS AND YARDMASTERS AT EAST END WESTBOUND YARD, BLUE ISLAND, THROWING SWITCHES.

1. It is agreed owing to the necessity for proper and prompt handling of Eastbound traffic that in the interest of the employees, as well as the management, it is necessary that the General Yardmaster at East End of Eastbound Yard, Blue Island, assist yard engine crews and inbound transfer crews in the handling of traffic, getting trains pulled out of receiving tracks, backed into Ice House tracks, necessary switching and handling of stock and assisting in departure of trains.
2. In consideration of the Brotherhood of Railroad Trainmen withdrawing their request that Yardmasters cease and desist from performing the duties of Switchman and Car Riders, as provided in second paragraph under "Full Crew" of Agreement dated May 10th, 1937, signed on part of Indiana Harbor Belt Railroad Company by T. W. Evans, Vice President, and accepted on part of Brotherhood of Railroad Trainmen by G. F. Miller, Chairman, General Grievance Committee, Indiana Harbor Belt Railroad Company, and Richard Abram, Chairman, Illinois State Legislative Board, it is agreed that position of "Skateman" will be established, two such positions being required for existing thirty classification tracks and independent of full crew—Foreman and two Helpers—as hump crew.

3. It is agreed that Skatemen will receive the Helpers' rate of pay, cooperate with each other in proper handling and protection of all classification tracks in placing of skates, setting brakes and continue to be under jurisdiction of General Yardmaster, as well as Yardmaster at East and West End of the East Yard.
4. The hours of assignment of Skatemen, until otherwise changed, will be eight-hour assignments starting at 7:00 A.M., 3:00 P.M., and 11:00 P.M. Skatemen will originate their own time slips.
5. It is also agreed that the Brotherhood of Railroad Trainmen in withdrawing their request for Switchtenders at East End of Westbound Yard of the Indiana Harbor Belt Railroad at Blue Island, that the Helper Switchtender now working 1:00 P.M. to 9:00 P.M., four days per week at Halsted will be worked daily except Monday, and an additional Helper Switchtender position will be established at Halsted 1:00 A.M. to 9:00 A.M., daily except Monday. These positions will be continued so long as traffic warrants and Yardmasters at East End, Westbound Yard, may continue to line up switches for heading Westward trains into Westbound Yard as at present. It is understood, however, that Yardmasters, in accordance with Agreement above mentioned of May 10th, 1937, will not perform duties of Yardmen, other than as stipulated in this Memorandum of Agreement.

This Agreement, signed at Gibson, Indiana, this 9th day of December 1938, will be effective December 12, 1938.

FOR THE MANAGEMENT:

W. P. Lamb,
Superintendent.

FOR THE EMPLOYEES:

L. M. Lawrence,
Local Chairman,
Brotherhood of Railroad Trainmen.

SUPPLEMENT TO MEMORANDUM OF AGREEMENT
REACHED IN SETTLEMENT OF COMPLAINT OF
BROTHERHOOD OF RAILROAD TRAINMEN, BLUE
ISLAND YARD, INDIANA HARBOR BELT RAIL-
ROAD, WITH RESPECT TO SKATEMEN WORK-
ING AS THIRD MEMBER OF HUMP CREWS;
YARDMASTERS AT EAST END, BLUE ISLAND
EASTBOUND YARD, AND TRANSFER CREWS
AND YARDMASTERS AT EAST END WESTBOUND
YARD, BLUE ISLAND, THROWING SWITCHES.

1. Owing to increased traffic and to further expedite handling in interest of employees, as well as the management, two additional classification tracks were added to the Eastbound Yard, Blue Island, in connection with humping operations on December 21, 1939.
2. It is now agreed that one additional position of Skateman will be established and not exceeding three positions of "Skatemen" on each 8-hour trick will be required on each of three 8-hour tricks to cover the adding of contemplated additional tracks to a total of forty-five (45) tracks, or on basis of one Skateman for each unit of fifteen tracks. It is further understood that the total number of tracks to be skated will be divided between "Skatemen" working that will be to the best interest in the handling of traffic.
3. It is further understood that with any decrease in traffic for any reason whatsoever, that not exceeding two Skatemen will be provided on any one trick when only one crew is required for the humping of cars on any one trick.

This Agreement, signed at Gibson, Indiana this 31st day of January 1940, will be effective February 1, 1940.

FOR THE MANAGEMENT:

(Signed) W. P. Lamb,
Superintendent.

FOR THE EMPLOYEES:

(Signed) L. M. Lawrence,
Local Chairman,
Brotherhood of Railroad Trainmen.

August 7, 1945.

Mr. B. W. Fern,
Deputy President, B. of R.T.,
Hollenden Hotel,
Cleveland, Ohio.

Mr. C. C. Kitts,
General Chairman, B. of R.T.
511 165th Street,
Hammond, Indiana.

Gentlemen:

In keeping with the understanding reached at our conference on August 1st, we have arranged to cancel all portions of the local Blue Island agreement of December 9, 1938 which permitted General Yardmasters or Yardmasters to assist transfer or yard crews in the handling of their trains in the Blue Island yard and effective from 12:01 A.M. Saturday, August 4, 1945, will continue only such portions of that agreement as relate to skatemen and switchtenders.

We understand that this action on our part constitutes full and final settlement of all questions concerning this subject and completely disposes of all matters referred to in Mr. Kitts' cancellation notice of July 20, 1945. Please signify your concurrence by signing and returning one copy of this letter.

Yours very truly,
(Signed) T. L. Green,
General Manager.

I concur in the above:

(Signed B. W. Fern,
Deputy President, B. of R.T.
(Signed) C. C. Kitts,
General Chairman, B. of R.T.

ARGO



ARGO—LOCAL AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY BROTHERHOOD OF RAILROAD TRAINMEN, TO COVER THE HANDLING OF REGULAR AND EXTRA YARDMEN AT ARGO, ILLINOIS.

Article I. Extra men will be worked first in, first out. The B. of R.T. Committeeman for the Argo District may, in conjunction with the Trainmaster, regulate the extra board to meet requirements of service.

Article II. Extra men will rotate on temporary vacancies for the first five (5) days of such vacancies, and thereafter the senior extra man requesting it will be assigned.

Article III. Yardmen affected by bump or cancellation shall be permitted to exercise seniority on any vacancy, displace a junior yardman holding an assignment, or work on extra assignments.

Article IV. New assignments will be advertised on the bulletin board.

Article V. Yardman desiring to exercise seniority rights in displacing a junior yardman must give not less than twelve (12) hours' notice prior to starting time of assignment, to the Operator in Agent's Office.

(a) Those affected by bump or cancellation or filling new assignments will give at least two (2) hours' notice.

Article VI. A yardman selecting a job or assignment will work at least one (1) day on such job or assignment, unless such job or assignment is cancelled or yardman is displaced through bumping, except that a yardman used for the protection of service, namely: as Foreman, Yardmaster, or in any emergency, shall not be required to work one (1) day on the job first selected but may select his next assignment by giving the required (12) hours' notice.

Article VII. Extra men laying off shall not report for work sooner than eight (8) hours and shall then be placed at the bottom of the extra board.

Article VIII. This agreement is subject to revision upon thirty (30) days' notice by either party to the other, and supersedes Memorandum of Agreement between the Indiana Harbor Belt Railroad Company and the Brotherhood of Railroad Trainmen to cover the handling of regular and extra yardmen at Argo, Illinois, effective March 16, 1936.

Article IX. This agreement is effective May 1, 1948.

(Signed) L. T. Schmidt,
For the Indiana Harbor Belt Railroad Co.

(Signed) Howard K. Ames,
For the Brotherhood of Railroad Trainmen.

At Gibson, Indiana
April 15, 1948.

DEADHEADING—ARGO

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN IN THE ARGO DISTRICT RESPECTING DEADHEAD AL- LOWANCES.

It is agreed that yardmen deadheading from Argo for service at other points will be paid the following independent allowances at pro-rata hourly rate, such allowance to be paid in each direction:

Between Argo and points in	Norpaul Dist.	2 hrs. 00 min.
" " " " "	La Grange	1 hr. 00 min.
" " " " "	Stickney	15 min.
" " " " "	Chappel	10 min.
" " " " "	Elsdon	1 hr. 30 min.
" " " " "	Oakley Ave.	2 hrs. 00 min.

This agreement becomes effective at 12:01 A.M., March 30, 1945, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given, and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

For the Indiana Harbor Belt Railroad:
(Signed) L. W. Payne,
Superintendent.

APPROVED:
(Signed) T. L. Green,
General Manager.

For the Brotherhood of Railroad Trainmen:
(Signed) L. M. Lawrence,
Local Chairman.

APPROVED:
(Signed) C. C. Kitts,
General Chairman.

Chicago, Illinois March 29, 1945.

AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD AND ITS YARDMEN RESPECT-
ING DEADHEAD ALLOWANCES.

It is agreed that yardmen called to deadhead from Blue Island or Norpaul districts to Argo district to fill emergency vacancies will be allowed four (4) hours at the established rate, this allowance to cover deadhead in both directions.

This agreement becomes effective at 12:01 A.M., Tuesday, April 6, 1943, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given, and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed) C. F. Wiegeler,
Assistant General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) C. C. Kitts,
General Chairman.

APPROVED:

(Signed) B. W. Fern,
Deputy President, B. of R.T.

Chicago Illinois,
April 5, 1943.

NORPAUL

NORPAUL—LOCAL AGREEMENT

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN GOVERNING THE HANDLING OF MEN IN THE NORPAUL, SENIORITY DISTRICT, EFFECTIVE AT 12:00 NOON ON SUNDAY, DECEMBER 20, 1942.

Article 1. (a) Fourteen (14) assigned starting times will be set up in transfer service originating at Norpaul, provided traffic is available.

(b) If one or more regular yard assignments or one or more of these starting times is cancelled on any day, not less than two hours' advance notice will be given to the crew or crews affected. Yardmen whose assignments or assigned starting times are cancelled may exercise their seniority on two hours' notice for only the day the job is cancelled. Other yardmen affected may exercise their seniority in the same manner.

Article 2. (a) A revolving pool of crews assigned to regular cabooses will be established of sufficient size to handle the remainder of the transfer service, i.e., crews will run first in—first out.

(b) Pool crews will not be started more than once in any calendar day. If a pool crew is used in its turn and starts a second day's work on the succeeding calendar day but within a 24-hour period, the first eight hours of such second period of service will be paid for at straight time rate. It is understood that this modification of Article 2 (b) of the Chicago Memorandum of Agreement applies only to this pool service.

(c) No pool operation for transfer service will be established at any point other than Norpaul unless such arrangement is negotiated with the General Committee.

Article 3. (a) A rotary extra board will be maintained and extra men will run first in—first out.

(b) Any transfer service required, but handled by crews having assigned starting times or by pool crews working as specified in Paragraph (b) of Article 2 will be handled by the extra list.

(c) Temporary vacancies on regular yard assignments, starting times of crews in transfer service not operated in the pool or on pool turns, which are caused by regular men laying off for any reason, shall be filled from the extra board as provided in this Article until the crew board, provided for in Article 5, closes the following Sunday.

Article 4. The manner of regulating the number of crews in the pool and the number of men on the extra board will be subject to local understandings between the local officer of the railroad and the Local Chairman of the Brotherhood of Railroad Trainmen.

Article 5. A crew board will be established upon which will be registered—

(a) Regular yard assignments.

(b) Starting times of crews in transfer service not operated in the pool.

(c) Pool turns.

The crew board will close at 12:00 noon each Sunday. A Yardman desiring to exercise his seniority to a regular yard assignment, a regular starting time in transfer service or a pool turn registered thereon for the succeeding seven days beginning at 12:01 A.M., Monday, must do so before the closing of the board and shall hold the job selected for such succeeding seven days except that he may on two hours' notice, exercise his seniority or revert to the extra board in the event—

(1) The job he selected is discontinued.

(2) New jobs are established.

(3) He is displaced by a senior yardman.

Article 6. (a) Yardmen will give not less than two hours' notice of their desire to lay off and not less than two hours' notice of their intention to return to duty.

(b) A yardman who has selected a job registered on the crew board and who lays off for any reason shall, upon

his return, resume work on the job selected and shall remain on that job until the crew board again closes unless he has been displaced by a senior yardman during his absence.

(c) An extra man who lays off for any reason will be placed at the bottom of the extra list when he returns to duty.

Article 7. This agreement becomes effective at 12:00 noon on Sunday, December 20, 1942 and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed C. F. Wiegele,
Assistant General Manager.

FOR THE YARDMEN:

(Signed) C. C. Kitts,
General Chairman, Brotherhood of
Railroad Trainmen.

APPROVED:

(Signed) W. P. Kennedy
Vice President, Brotherhood of
Railroad Trainmen.

Chicago, Illinois,
December 17, 1942.

February 13, 1943.

NORPAUL AGREEMENT

In compliance with request of Chairman E. C. Smith and approved by General Chairman Kitts of the B. of R.T.; it will be understood that, effective February 15, 1943, that existing agreements will be interpreted to allow and require that:

Yardmen who have been displaced may take vacancies caused by regularly assigned Yardmen laying off, subject to their seniority, after the first Sunday succeeding the beginning of much vacancies; or may take vacancies caused by assignments not having been bid in by Sunday noon.

QUESTION—If a regularly assigned yardman lays off Sunday, how long will such vacancy be filled by yardmen from extra list?

ANSWER—Until after the next Sunday succeeding the day he lays off.

—
This is correct outline of oral understanding between M. W. Amoss and me.—E. C. Smith.

REGARDING THE SUBJECT OF FILLING FOREMAN VACANCIES AT NORPAUL.

It is agreed when diverting the junior qualified Helper under the provisions of Section 4 of the Memorandum of Agreement between the Indiana Harbor Belt Railroad and its Yardmen as to Method of Filling Foreman Vacancies, effective 12:01 A.M., April 7, 1943, in filling such vacancies at Norpaul, under this section, that should the junior qualified Helper be assigned in the pool such qualified Helper will be diverted, provided he has had the required period of rest.

(Signed) E. C. Smith,
Local Chairman,
Brotherhood of Railroad Trainmen.
(Signed) M. W. Amoss,
Trainmaster.

At Norpaul, Illinois,
April 12, 1943.

Norpaul, Illinois, April 28th 1943.

Operator T. Shannon
W. Young
G. Welsh

In filling vacancies of helpers where there are no available yardmen on the extra list and it is necessary to divert yardmen from other assignments to fill such vacancies, arrange to apply the instructions in Paragraph 4 of the instructions for filling foreman vacancies.

M. W. Amoss.

cc: Messrs. Wm. Sohn
E. C. Smith

Blue Island, Illinois,
November 16, 1943.

Operator Switchtender
T. S. Shannon
W. J. Young
Geo. Welsh

Yardmen who have been displaced and desire to be placed on the extra board will be marked up as of the time of their last tie up only, providing they pick the extra board at the time that they have been notified of their displacement.

Should a yardman after having been notified of his displacement not select the extra board at the time of such notification but later on requests to be marked up on the extra list, he will then be placed on the extra list as of the time of his request.

M. W. Amoss.

cc: Messrs. E. C. Smith
Wm. Sohn

Norpaul, Ill., January 4, 1944.

Operator Switchtender
T. S. Shannon
Geo. Welsh
W. J. Young

In cutting pool crews in that have been tied up, they are to be cut in immediately behind the crew that such crew followed at the the time the turn was tied up.

M. W. Amoss.

bcc: Wm. Sohn
E. C. Smith

Norpaul, Illinois, February 17, 1944.

Operator Switchtender

T. S. Shannon

W. J. Young

Geo. Welsh

When using pool crews on yard assignments, the time of completion of yard assignment will be used in placing pool crew on board.

When one member of pool crew only is used on a yard assignment, it will not be considered as using the turn on such assignment, but as an individual diversion. Under this provision, the turn, if tied up will be cut in behind the turn that it followed when tied up.

If two or more members of same pool crew are used on the same yard assignment, it will be considered that the turn is used on the yard assignment, and will be placed back on board as of the time such assignment goes off duty.

M. W. Amoss.

cc: Mr. E. C. Smith

Blue Island, Ill., March 27, 1944.

File 2011.

Operator Switchtenders—Norpaul

T. E. Shannon

G. H. Welsh

W. J. Young

In order to avoid confusion and misunderstanding when due to shortage of yardmen, it is necessary to tie up pool turns and divert yardmen who are on turns tied up. Arrange to advance men and not hold men in.

The following example will illustrate what is desired. If there are turns together with all men on these turns laying off except one man on each turn, advance yardmen from second and third turns to first turn, then the second and third may be tied up.

M. W. Amoss.

cc: E. C. Smith

Norpaul, Ill. November 29, 1944.

Operator: T. E. Shannon

Geo. Welsh

W. J. Young

In the future we will be governed by instructions contained in Superintendent Payne's letter of November 27, 1944 which is in part quoted below:

"At a meeting General Manager Green had with the General Committee of the B. of R.T. in connection with manning work trains originating at Norpaul it was agreed that this would be handled under the provisions of Article 5 of the December 20, 1942 agreement.

"In the future it will be necessary to bulletin all work train service as new jobs and the Yardmen will be permitted to select it as per Article 3."

(Signed) M. W. Amoss.

cc: Messrs. W. J. Bentel N. H. Didier
 Geo. Blystone T. J. Buczak
 W. C. Yaeger E. C. Smith

Blue Island, Ill., February 10, 1945.
File 18.

Mr. E. C. Smith,
Local Chairman, B. of R.T.,
Norpaul,
1017 Beloit Avenue,
Forest Park, Illinois.

This will acknowledge receipt of your letter of February 5, 1945 requesting cancellation of interpretation dated January 4, 1945 of Paragraph "C" of Article 3 of agreement between Indiana Harbor Belt Railroad and its Yardmen governing the handling of men in Norpaul Seniority District, effective 12:00 Noon, Sunday, December 20, 1942.

We are agreeable to cancellatoin of the understanding above referred to, and on and after 12:01 A.M., Sunday, February 18, 1945, Paragraph "C" of Article 3 of agreement between the Indiana Harbor Belt and its Yardmen in the Norpaul Seniority District, effective 12:00 Noon, Sunday, December 20, 1942 will govern.

It is agreed that memoranda of understanding and interpretation of Paragraph "C", Article 3, between and agreed upon, under dates of February 13, 1943 August 1, 1944, and January 4, 1945, are void after 12:01 A.M., Sunday, February 18, 1945.

Please signify your concurrence by signing and returning the attached carbon copy of this letter.

(Signed) M. W. Amoss,
Trainmaster.

Accepted for Norpaul Yardmen:
(Signed) E. C. Smith,
Local Chairman, B. of R.T.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIANA HARBOR BELT RAILROAD COM-
PANY AND THE BROTHERHOOD OF RAILROAD
TRAINMEN CONCERNING THE HANDLING OF
EXTRA YARDMEN AT NORPAUL.

1. It is agreed that Extra Yardmen when laying off shall not report for work sooner than eight (8) hours and shall then be placed at the bottom of the extra board.
2. This Understanding to supplement that portion of Article 6 of the Agreement governing the handling of Yardmen in the Norpaul Seniority District, effective 12:00 Noon, Sunday, December 20, 1942.
3. This Understanding to become effective 12:01 A.M., Sunday, December 22, 1946 and to continue in force, subject to change or cancellation upon thirty (30) days' written notice one party to the other.

(Signed) M. M. Bell,
Superintendent, Indiana Harbor
Railroad Company.

(Signed) E. C. Smith,
Local Chairman, Brotherhood of Railroad Trainmen.
Gibson, Indiana,
December 15, 1946.

Norpaul, Illinois, September 29, 1947.

File 5.

Mr. George Wilson:

Agreeable to your oral request that the practice of displacing on assignments to be regulated so that the yardmen will not be deprived of working a certain position on a crew.

We propose by mutual agreement the institution of the following requirement:

Yardmen displacing or selecting a new assignment will specify to the Operator Switchtender (Crew Caller) the name of the yardman whom he wishes to displace.

It is understood that this memorandum of agreement may be cancelled by either party on written notice.

If you are in agreement please sign copy of this letter in the lower left hand corner and return to this office for our file.

M. W. Amoss.

(Signed) George Wilson,
Local Chairman, B. of R.T.

(Original signed and approved by C. C. Kitts, October 13, 47.)

Norpaul, Ill., September 29, 1947.

Mr. George Wilson:

Confirming our conversation in regard to practice for regulating the use of yardmen as Extra Yardmasters.

We propose that the following practice govern the assignment of yardmen who are qualified to these positions:

1. Use the senior qualified yardman who has been off duty 8 hours.
2. If there is no qualified yardman available who have had 8 hours off duty, the crew caller will attempt to call qualified yardmen who are laying off or who are on the bump board for yardmaster vacancies.
3. If there are no qualified yardmen available who have had 8 hours off duty, then the yardmaster who has worked the previous trick will be doubled and work through on next assignment.

The term "qualified yardman" means yardmen who are on the list of qualified extra yardmasters.

If you are agreeable to this procedure will you kindly sign in the lower left hand corner of the letter and return to this office for our file.

M. Amoss.

George Wilson,
Local Chairman, B. of R.T.

Gibson, Indiana, August 12, 1948.

File: 27-3-G-N.

Mr. George Blystone:

We attach a copy of letter from General Chairman C. C. Kitts, addressed to Yardman H. D. Edwards, and having to do with the privilege of yardmen to work on account assignment of their choice subject to their seniority, in the event an assignment is cancelled.

The agreement governing is contained in the agreement between the Indiana Harbor Belt Railroad and Its Yardmen Governing the Handling of Yardmen at Norpaul, Effective December 20, 1942, Article 3, Paragraph (c), which for ready reference we quote:

"(c) Temporary vacancies on regular yard assignments, starting times of crews in transfer service not operated in the pool or on pool turns, which are caused by regular men laying off for any reason, shall be filled from the extra board as provided in this Article until the crew board, provided for in Article 5, closes the following Sunday."

Also Article 5, a portion of which we quote as follows:

" . . . must do so before the closing of the board and shall hold the job selected for such succeeding seven days except that he may on two hours' notice, exercise his seniority or revert to the extra board in the event—(1) The job he selected is discontinued."

It is Mr. Kitts' desire to have the interpretation that in the event the job selected is cancelled for one day, to be covered in this provision. The article is subject to interpretation for the reason that it states the job selected is discontinued and it may be interpreted that the word "discontinued" might mean one or more days, however, this is the interpretation he desires for his yardmen. There is no objection to it on our part and you may put it in effect on receipt of this letter, advising me accordingly.

L. T. Schmidt.

cc: Mr. C. C. Kitts,
General Chairman, B. of R.T.,
511 165th Street,
Hammond, Indiana.

If our understanding is correct and this will constitute the interpretation agreed upon, please sign one copy and return it to this office.

ACCEPTED:

(Signed) C. C. Kitts,
General Chairman,
Brotherhood of Railroad Trainmen.

DEADHEADING—NORPAUL

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN RESPECT- ING DEADHEAD ALLOWANCES.

It is agreed that Yardmen deadheading from Norpaul to Melrose, Bellwood or Broadview (20th Street) to fill emergency vacancies will be paid the following independent allowance at pro-rata hourly rate, such allowance to be paid in each direction:

Norpaul to Melrose.....Thirty (30) Minutes
Norpaul to Bellwood or
Broadview (20th Street).....Sixty (60) Minutes

This agreement becomes effective at 12:01 A.M., April 1, 1944, and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing the proposed changes shall be given, and conference shall be held before the expiration of said notice unless another date is mutually agreed upon.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed) L. W. Payne,
Superintendent.

(Signed) T. L. Green,
General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) E. C. Smith,
Local Chairman.

APPROVED:

(Signed) C. C. Kitts,
General Chairman.

Chicago, Illinois,
March 28, 1944.

SWITCHTENDERS

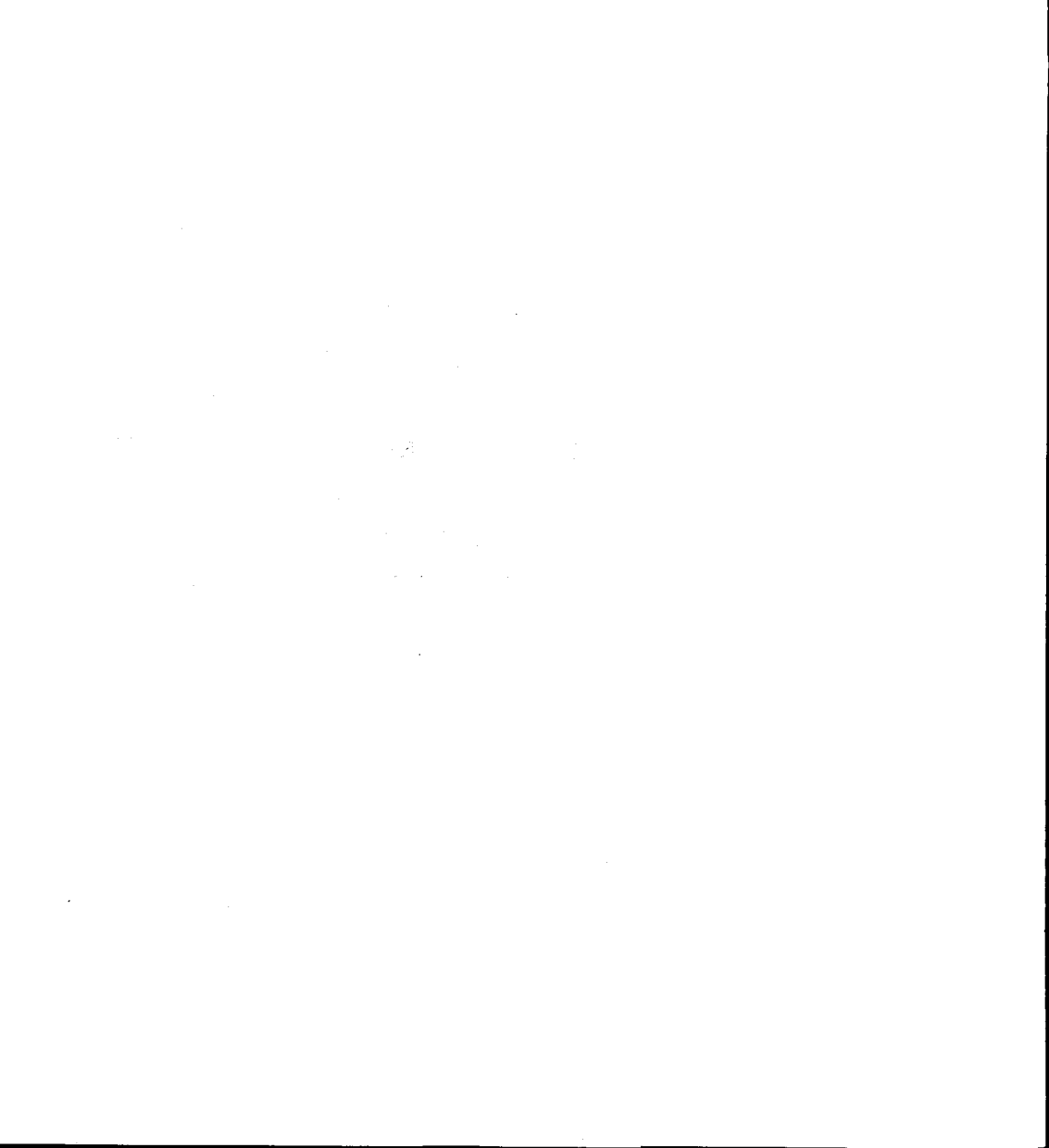
SWITCHTENDER-OPERATORS

LEVERMEN AT EAST END GIBSON

LEVERMEN AT ROUNDHOUSE LEAD

OPERATORS AT ARGO

OPERATORS AT NORPAUL



GENERAL AGREEMENT

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN REPRESENTING SWITCHTENDERS AND OTHERS DESIGNATED HEREIN.

Article 1.—Scope

This agreement establishes rates of pay and working conditions for Switchtenders, Switchtender-Operators, Levermen at East End Gibson and Roundhouse Lead, and to Operators at Argo and Norpaul, all of whom are hereinafter referred to as employees.

Article 2.—Basic Day and Overtime

(a) Eight hours or less shall constitute a day's work.

(b) Except when changing off where it is the practice to work alternately days and nights for certain periods working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on the minute basis at one and one-half times the hourly rate.

(c) Employees shall be allowed twenty minutes for lunch between 4½ and 6 hours after starting work without deduction in pay but will be held responsible for their regular duties during the lunch period.

Article 3.—Starting Time

(a) Regular assignments shall each have a fixed starting time which will not be changed without at least 48 hours advance notice to the employees affected.

(b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second

2:30 P.M. and 4:00 P.M.; and the third 10:30 P.M. and 12:00 Midnight.

(c) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in Section (b).

(d) Where two shifts are worked not in continuous service the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M., and the second not later than 10:30 P.M.

(e) Where an independent assignment is worked regularly the starting time will be during one of the periods provided in Sections (b) or (d).

NOTE—To meet service requirements an assignment may be started at other than the above specified starting times when agreed to by proper officer of the Company and the General Chairman.

Article 4.—Called and Not Used

An employee reporting for duty after being called but not required to perform service shall be allowed one day's pay.

Article 5.—Assigned to Other Duties

Employees used to perform other than their regular duties will be paid the established rate for the service performed but in no event shall an employee so used be paid less than on the basis of his regular rate.

Article 6.—Re-examinations

Employees required to attend re-examination on rules and regulations on their own time will be paid at pro rata hourly rates for the actual time required to be present.

Article 7.—Attending Court

(a) A regularly assigned employee attending Court or inquests under instructions from the Company will be allowed the same compensation he would have earned had he remained on his regular position plus actual expenses.

(b) Employees required to so report during lay-over time will be paid for time held with a minimum of two hours at pro rata hourly rates plus expenses, this time to commence on arrival at place where Court or inquest is to be held and to continue until released. Should the employe be detained so as to be unable to get ten hours rest and assume his regular duties, he shall be paid for one day which will cover his duty time and time lost on assignment.

(c) An extra employe who loses an opportunity to perform service because of his attendance in court or at inquests shall be paid one day's pay at the rate of the position he would have been called for. If the extra employe does not lose an opportunity to perform service he will be paid one day's pay at the minimum rate. In both instances actual expenses shall be paid.

(d) Money earned under this article will be paid not later than the next pay day.

Article 8.—Attending Investigations

Employees required by the company to be present as witnesses at investigations, other than those covered by Article 10, will be paid for all time lost plus expenses. If not required to lose time they will be paid at pro rata hourly rates for actual time in attendance with a minimum of two hours. This time to commence on arrival at place where investigation is to be held and to continue until released. Should the employe be detained so as to be unable to get ten hours rest and assume his regular duties, he shall be paid for one day which will cover his duty time and time lost on assignment.

Article 9.—Return of Time Slips

(a) When for any reason the time claimed by time slips is not allowed or if the time slips are not made out correctly, they will be promptly returned and the reason given therefor.

(b) Employees who are short eight hours or more in their pay will upon request be given a voucher for the amount.

Article 10.—Investigations and Hearings

(a) When objections or charges are made against any employe by another employe they shall be put in writ-

ing, and shall convey a full and clear statement of the objections or charges.

(b) The proper officer of the Company will hear any reasonable complaint made by an individual employee, or any complaint made by the authorized committee of the B. of R.T. representing same, provided due notice shall be given the company in writing of the subject of the complaint, and a special appointment made as to the time and place same shall be considered.

(c) Employees continued in the service or not censured pending an investigation of an alleged offense shall be given written notice of the matters to be investigated within five days after the company has information of the offense. Within five days thereafter an investigation shall be held, if demanded, and a decision shall be rendered and made effective within three days after the investigation.

(d) When employees are taken out of service or censured for cause the company shall give them written notice by U.S. Mail of the reason therefor, and a hearing shall be given within five days after being taken out of service, if demanded, and if held longer shall be paid for all time so held at their regular rates of pay. They shall have the right to be present, and to have an employee of their choice, at hearings and investigations to hear all oral and to read all written testimony, and to bring out any facts in connection with the case. They shall also have the right to bring such witnesses as they may desire to give testimony and may appeal to a higher officer of the company in case the decision is unsatisfactory. Such decision shall be made known in writing within three days after the hearing, or the employees will be paid for all time lost after expiration of the three days. If, as a result of discipline administered, any exception is taken thereto by the employees involved, a transcript of all evidence taken at investigation shall be furnished Chairman of Committee upon request, provided the Chairman presents the Company's office with a written request, from the employee disciplined, for such transcript, and a statement of the employee's reason and contention for believing that the discipline administered is unjust. In case the suspension, dismissal or censure is found to be unjust, the employee shall be reinstated and paid for all time lost.

(e) Employees not at fault, required by the company to be present at investigations as witnesses, will be paid for all time lost. If not required to lose time they will be paid at pro rata hourly rates for actual time in attendance with a minimum of two hours. This time to commence on arrival at place where investigation is to be held and to continue until released. Should the employee be detained so as to be unable to get ten hours rest and assume his regular duties, he shall be paid for one day which will cover his duty time and time lost on assignment.

Article 11.—Seniority

(a) The seniority of employees as at present established shall remain in effect.

(b) Seniority of new employees shall date from the date of entering the service covered by this agreement and/or the service covered by the agreement applying to telegraphers.

(c) The senior competent employee shall have preference to vacancies and new positions.

(d) Seniority lists of employees covered by this agreement will be prepared by the Company and posted on bulletin boards at agreed upon places. They shall be revised annually during the month of May. Copies of rosters shall be furnished the Local and General Chairmen. When names are dropped from or added to the roster between revisions the Local and General Chairmen will be advised so they may keep their records up to date. They will also be furnished with a list showing the names of employees on leave of absence for thirty days or more.

(e) No question of seniority will be considered after the name of an employee has been shown on the seniority roster for a period of two years unless protest has been presented prior to the expiration of two years.

(f) In the event an employee covered by this agreement is promoted to a position in the service of the Indiana Harbor Belt beyond the scope of this agreement the senior competent employee will be given the preference and will continue to accumulate seniority under this agreement.

(g) Employees covered by this agreement taking positions in the service of the Brotherhood of Railroad Trainmen will continue to accumulate seniority under this agreement.

(h) Employees leaving the service of the Company of their own accord forfeit all seniority rights and shall not be reinstated.

Article 12.—Common Seniority

Method agreed upon by the Brotherhood of Railroad Trainmen and the Indiana Harbor Belt Railroad for the purpose of establishing common seniority for employees included in separate agreements covering:

(1) Switchtenders, Switchtender-Operators, Levermen at East End Gibson and Round House Lead, and Operators at Argo and Norpaul, and

(2) Train Directors, Telephone Operators (except Switchboard Operators), Telegraphers, Towermen, Levermen, Block Operators, Clerk-Levermen and Clerk-Operators located at Grasselli Tower, Fifty-fifth Street Tower, Gibson Tower, Osborn Tower, Republic Tower and Calumet Tower.

In order that the employees may retain their prior rights in the three former separate seniority districts and at the same time be eligible to bid for permanent vacancies or new positions covered by these two agreements, the following method of extending seniority rights is agreed to effective August 1, 1939:

(a) Three separate seniority rosters will be maintained as heretofore.

(b) The present seniority rosters of Operator-Switchtenders and Switchtenders in the Gibson District and Blue Island and West District will be combined and the names on such combined list will be placed at the end of the roster covering men in the interlocking plants.

(c) The present seniority roster of Operator-Switchtenders and Switchtenders in Gibson District will be combined with present roster covering men in the inter-

locking plants and names on that combined list will be placed at the end of the roster covering Operator-Switchtenders and Switchtenders, Blue Island and West.

(d) The present seniority roster of Operator-Switchtenders and Switchtenders Blue Island and West will be combined with present roster covering men in the interlocking plants and names on that combined list will be placed at the end of the roster covering Operator-Switchtenders and Switchtenders in the Gibson District.

(e) Men hereafter entering the service in any of the classes will be given the same seniority dating on all three rosters.

Article 13.—Extra Men

(a) Extra men will work first in—first out. If there is more than one assignment at the same time the employee first out will have the preference of assignments if competent.

(b) When a vacancy exists for more than two days, the senior competent extra man thereafter making request will be assigned and will retain the position until displaced by a senior employee. The senior extra man must make this request at least twelve hours in advance of the assigned starting time of such position.

(c) The extra boards will be regulated by the designated official and the Local Chairman so as to meet the requirements of the service.

Article 14.—Reduction of Forces

(a) When reductions are made they shall be in reverse order of seniority. Employees shall be returned to service in the order of their seniority.

(b) When employees are furloughed on account of reduction in force they will retain all seniority rights provided they return to actual service within thirty days from the date their services are required. The thirty-day period will be figured from the date on which written notification is sent out by the Railroad Company. Furloughed employees must leave their address with the proper official and notify him of any change made in such address.

Article 15.—Displacing

A regularly assigned employee desiring to displace a junior regularly assigned employee may do so by giving at least twelve (12) hours advance notice. He may not again displace a junior regularly assigned employee for at least seven (7) days thereafter unless he is himself displaced.

Article 16.—Employees Returning to Work

Employees laying off shall give not less than three hours advance notice when reporting to work.

Article 17.—Notice of Exercise of Seniority

Employees affected by displacement or cancellation shall give at least three hours notice in exercise of their seniority.

Article 18.—Notice of Cancellation

Four or more hours advance notice will be given employees affected when assignments are cancelled.

Article 19.—Leave of Absence

Employees will not be granted a leave of absence for a longer period than ninety days, except in case of sickness of the employee or member of his family or when serving on the Committee.

Article 20.—Entering Service

(a) Applications of persons for employment if not satisfactory will be rejected within thirty days after first service or applicant will be considered accepted.

(b) All physical examinations of applicants shall be made without expense to the person examined, unless he shall pass such examination and be continued in service not less than thirty days. The entire fee for such examination shall not exceed one dollar. The applicant shall be notified within ten days of the result of his physical examination, and if not so notified, he will be considered physically qualified.

Article 21.—Service Letter

Employees leaving the service will at their request be given a letter by the Superintendent stating their term of service and capacity in which employed.

Article 22.—Incapacitated Employees

In filling vacancies in positions covered by this agreement, preference shall be given to yardmen disabled in the service of the company, whenever such injuries are not such as to unfit them for such duties. Disabled yardmen desiring to be considered in line for such positions may file application with the proper officer of the Company. The yardman so disabled or incapacitated will date his seniority under this agreement from the date when permanently disabled or incapacitated.

Article 23.—Fees

When the Company requires that official papers shall be certified by a Notary Public or other court officer, it shall pay the fee assessed by such officers.

Article 24.—Service on Committee

Any employe serving on the Committee shall not be discriminated against and shall have leave of absence, upon request, to serve on such committee.

Article 25.—Adjustment of Controversies

Any controversy arising as to the application of the rules herein agreed upon shall be taken up by the Local Committee and the Superintendent. In the event of failure on their part to agree on a satisfactory basis of settlement, the General Committee of the Brotherhood of Railroad Trainmen, representing the employes, may take up the question with the General Manager, and in event of their failure to reach a satisfactory adjustment, the Committee may appeal further in accordance with the provisions of the United States Amended Railway Labor Act.

Article 26.—Effective Date and Duration of Agreement

This agreement supersedes all former agreements and understandings and all interpretations thereof. It will be

effective as of August 1st, 1939, and will remain in effect until either party gives thirty (30) days notice in writing to the other party of a desire to change.

For the Indiana Harbor Belt Railroad:
(Signed) W. J. O'Brien,
General Manager.

For the Brotherhood of Railroad Trainmen:
(Signed) G. F. Miller,
General Chairman.

APPROVED:
(Signed) J. H. McQuaid,
Vice President.

Chicago, Illinois,
July 21, 1939.

AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD COMPANY AND THE BROTHER-
HOOD OF RAILROAD TRAINMEN ESTABLISHING
RATES FOR POSITIONS OF SWITCHTENDERS,
SWITCHTENDER-OPERATORS AND OTHERS
SHOWN HEREIN, EFFECTIVE JULY 16, 1939.

Location	Position	Rates of Pay	
		Hour	Day
East End Gibson	1st Leverman	72½c ¹	\$5.80
	2nd Leverman	72½c ¹	5.80
	3rd Leverman	72½c ¹	5.80
Roundhouse Lead	1st Leverman	72½c ¹	5.80
	2nd Leverman	72½c ¹	5.80
	3rd Leverman	72½c ¹	5.80
Halsted Street	1st Swt. Opr.	72½c ²	5.80
	2nd Swt. Opr.	72½c ²	5.80
	3rd Swt. Opr.	72½c ²	5.30
	Leverman	69c ²	5.52
Ashland Avenue	1st Swt. Opr.	69c ³	5.52
	2nd Swt. Opr.	69c ³	5.52
	3rd Swt. Opr.	69c ³	5.52
Stickney	1st Swt. Opr.	69c ³	5.52
	2nd Swt. Opr.	69c ³	5.52
	3rd Swt. Opr.	69c ³	5.52
Argo	1st Operator	72½c ⁴	5.80
	2nd Operator	72½c ⁴	5.80
	3rd Operator	72½c ⁴	5.80
La Grange	1st Swt. Opr.	69½c ⁵	5.56
	2nd Swt. Opr.	76¼c ⁶	6.10
	3rd Swt. Opr.	69½c ⁶	5.56
Melrose Park	1st Swt. Opr.	69c ³	5.52
	2nd Swt. Opr.	69c ³	5.52
	3rd Swt. Opr.	69c ³	5.52
Norpaul	1st Operator	74c ⁷	5.92
	2nd Operator	74c ⁷	5.92
	3rd Operator	74c ⁷	5.92
Chappell	1st Swt. Opr.	69c ⁵	5.52
	2nd Swt. Opr.	69c ⁵	5.52
	3rd Swt. Opr.	69c ⁵	5.52

Location	Position	Rates of Pay	
		Hour	Day
Elsdon	1st Swt. Opr.	69c ⁵	5.52
	2nd Swt. Opr.	69c ⁵	5.52
	3rd Swt. Opr.	69c ⁵	5.52
49th and Oakley	1st Swt. Opr.	69c ³	5.52
	2nd Swt. Opr.	69c ³	5.52
	3rd Swt. Opr.	69c ³	5.52
	All Switchtenders		5.51 ⁸

It is also agreed to allow each of the three switchtenders at Columbia Avenue an amount of 31.8c a day for operating highway crossing gates.

For the Indiana Harbor Belt Railroad:
(Signed) W. J. O'Brien,
General Manager.

For the Brotherhood of Railroad Trainmen:
(Signed) G. F. Miller,
General Chairman.

APPROVED:
(Signed) J. H. McQuaid,
Vice President.

Chicago, Illinois,
July 21, 1939.

(Rates in Effect as of October 16, 1948)

¹ \$1.38½ per hour.	⁵ \$1.32 per hour.
² \$1.35 per hour.	⁶ \$1.38¾ per hour.
³ \$1.31½ per hour.	⁷ \$1.36½ per hour.
⁴ \$1.35 per hour.	⁸ \$10.51 per day.

(Howard Avenue 1st Swt. Opr. \$10.51 per day)
(Howard Avenue 2nd Swt. Opr. \$10.51 per day)
(Howard Avenue 3rd Swt. Opr. \$10.51 per day)

FILLING SWITCHTENDER VACANCIES

Chicago, April 15, 1943.

Mr. C. F. Wiegale, Assistant General Manager,
Indiana Harbor Belt Railroad,
835 Exchange Avenue,
U.S. Yards,
Chicago, Illinois.

Dear Sir:

Please be referred to Article 14, Paragraph (a), Switchtenders Positions:

"In filling temporary vacancies of switchtenders, and no extra switchtenders available, the senior available extra yardman will be given preference."

In accordance with our understanding reached in conference today regarding the proper application of the rule above referred to, you will continue to use the senior available extra yardman in filling temporary vacancies of switchtenders when no extra switchtenders are available. However, should there be no extra yardmen available, you will fill switchtender vacancies at Columbia Avenue by doubling a switchtender there employed. This understanding is in line with our discussion today when we agreed that switchtenders should be doubled in preference to doubling extra yardmen who had worked a shift in yard service on that day.

Will you kindly arrange to apply the rule referred to as above stated.

Yours very truly,
(Signed) B. W. Fern, Deputy President,
Brotherhood of Railroad Trainmen.

cc: Mr. A. F. Whitney,
Mr. C. C. Kitts.

Chicago 5, Illinois, June 29, 1943.

Mr. C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen,
511 165th Street,
Hammond, Indiana

Dear Sir:

As agreed at our conference today, where I represented Assistant General Manager Wiegele in discussing your letter of June 18, 1943, concerning the application of Deputy President Fern's letter of April 15th, relative to filling switchtender positions, we will hereafter handle the matter as follows:

In the event it is necessary to double an employee to cover a switchtender vacancy, a switchtender will be doubled in preference to doubling a yardman who has already worked one shift either as a yardman or as a switchtender.

Applying this understanding to a case similar to that referred to in your letter of June 18th when it was necessary to double a yardman who worked as switchtender on the second shift through, because the third shift switchtender reported sick and there were no extra switchtenders or yardmen available to be used, we would call the first shift switchtender to cover the third shift and continue on his first shift the following day, which I undersand is what you desire us to do.

If this arrangement is satisfactory, will you please advise.

Yours very truly,
(Signed) M. T. MacLaury,
Supervisor of Wage Schedules.

Hammond, Indiana, June 30, 1943.

Mr. M. T. MacLaury,
Supervisor of Wage Schedules,
La Salle Street Station,
Chicago, Illinois.

Dear Sir:

Reply to your letter of June 29th, 1943, with reference to further understanding of Deputy President B. W. Fern's letter of April 15th, 1943, with respect to filling o

Switchtenders positions, I think Mr. Fern's letter was plain as to the meaning. In my letter of June 18, 1943, was an appeal from Superintendent Payne's position, in which claims have been presented account of failure to double Switchtenders, instead of yardmen.

I am agreeable to accepting the understanding outlined in your letter above referred to.

Respectfully,
(Signed) C. C. Kitts,
C. C. Kitts, Gen. Chairman,
Brotherhood of R.R. Trainmen,
Indiana Harbor Belt Railroad.

cc: Mr. B. W. Fern
Mr. L. M. Lawrence
Mr. Guy Dunfee
Mr. E. C. Smith

Chicago, June 8, 1944.

Mr. C. C. Kitts,
General Chairman,
Brotherhood of Railroad Trainmen,
311 165th Street,
Hammond, Indiana.

Dear Sir:

At our conference yesterday we discussed the claim of Switchtender H. Nelson for April 1, 1944 upon which late Yardman Butler, who had performed service as a witchman on that date, was used to substitute for the regular switchtender at Columbia Avenue on the shift tarding at 11:00 P.M.

It was recognized by both you and me that so using Mr. Butler instead of doubling Switchtender Nelson was ot in conformity with the understanding reached at the onference last year as outlined in Deputy President ern's letter of April 15, 1943, to Assistant General Manger Wiegele, and I agreed to take necessary action to revert a recurrence.

At this conference you agreed to withdraw Mr. Nelson's claim for April 1st and also agreed that any claims : extra yardmen under Article 14 (a) of the Chicago Memorandum of Agreement would not be valid if the ctra yardman making the claim had been used as a rldman on an assignment starting on the same day that e switchtender vacancy occurred.

Please signify your concurrence by signing and returning one copy of this letter to me.

Yours very truly,

(Signed) T. L. Green,
General Manager.

I agree that the above conforms with the understanding reached on June 7, 1944.

(Signed) C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen.

Copy Mr. L. W. Payne
Mr. M. T. MacLaury

Chicago, July 27, 1944.

Mr. C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen,
511 165th Street,
Hammond, Indiana

Dear Sir:

Replying to your letter of June 21st concerning claim of yardman J. L. Peterson for yard foreman's rate for June 8th and 9th on which dates he was called from the extra board to work as a switchtender at Columbia Avenue, Gibson:

As agreed at our conference on July 26th, we are agreeable to paying Mr. Peterson the difference between the helper's rate and the foreman's rate for these two days and hereafter when a yardman who was qualified as a foreman is called from the extra board to work as a switchtender at Columbia Avenue, Halsted Street or Ashland Avenue hump, we will pay the foreman's rate for the switchtender service.

Please signify your concurrence by signing and returning carbon copy of this letter.

Yours very truly,

(Signed) T. L. Green,
General Manager

ACCEPTED FOR THE YARDMEN:

(Signed) C. C. Kitts,
General Chairman, B. of R.T.

**FILLING SWITCHTENDER VACANCIES
FILLING OPERATOR-SWITCHTENDER
VACANCIES
BLUE ISLAND AND WEST THEREOF**

**AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD AND ITS SWITCHTENDERS AND
OPERATOR-SWITCHTENDERS WITH RESPECT TO
FILLING TEMPORARY VACANCIES, BLUE
ISLAND AND WEST THEREOF.**

1.—It is agreed that in filling temporary vacancies as Switchtenders, the following will govern:

(a) Call extra switchtender from position first out on Switchtenders' extra list.

(b) Call extra yardman from position first out on Yardmen's extra list.

(c) If no extra switchtender or extra yardman is available to be used from their respective extra lists, vacancy will be filled by doubling the switchtender from the previous shift at same location.

(d) If two vacancies as switchtender exist at a station and no extra switchtender or extra yardman is available to be used from their respective extra lists, the vacancies will be filled by doubling the switchtender from the previous shift at the same station and divert one regularly assigned switchtender from another station and from the same shift as that on which the other vacancy exists. Vacancy created by such diversion will be filled as provided in Paragraph (c) above.

2.—It is agreed that in filling temporary vacancies as Operator-Switchtender the following will govern:

(a) Call qualified extra switchtender from position first out on Switchtenders' extra list.

(b) Divert qualified switchtender at same station and from the same shift as that on which the vacancy exists.

(c) Divert senior regularly assigned qualified switch-tender from another station and from the same shift as that on which vacancy exists.

(d) Call qualified extra yardman from position first out on Yardmen's extra list.

(e) Divert qualified regularly assigned yardman.

3.—A switchtender diverted under the terms of this agreement to another position on the same shift shall be paid the straight time rate of the position to which diverted, or his own straight time rate, whichever is the higher.

4.—It is agreed that regularly assigned switchtenders diverted from their assignment to fill vacancies at another station will be paid the following independent allowance at pro-rata hourly rate, such allowance to be paid in each direction:

Between points Lincoln Avenue, Dolton, to Broadway Street, Blue Island, inclusive (except between Blue Island Hump and Ashland where it is agreed there will be no allowance)15 minutes

Between points Lincoln Avenue, Dolton, to Broadway Street, Blue Island, and G.T.W. Tower to Wireton30 minutes

Between points Lincoln Avenue, Dolton, to Broadway Street, Blue Island, and Wireton and west thereof 2 hours

5.—This agreement becomes effective 12:01 A.M., September 1, 1945 and shall continue in effect until changed as provided herein. If either party to this agreement desires to revise, modify, or abrogate any of its provisions, thirty (30) days' written advance notice containing proposed changes shall be given, and conference shall be held before expiration of said notice, unless another date is mutually agreed upon.

(Signed) L. W. Payne,
Superintendent.

(Signed) J. J. Ochsner, Local Chairman.

APPROVED:

(Signed) C. C. Kitts, General Chairman.

**SWITCHTENDERS HANDLING CROSSING
GATES, COLUMBIA AVENUE,
GIBSON, INDIANA**

Gibson, Indiana, April 11, 1947.

Mr. J. A. Rash, Deputy President,
Brotherhood of Railroad Trainmen,
Standard Building,
Cleveland, Ohio.

Dear Sir:

At our conference in Chicago on April 9th, we discussed the complaint of the switchtenders at Columbia Avenue respecting the handling of highway crossing gates at that point. Item No. 1 of the docket of cases discussed. Local docket No. Y-450.

We explained to you that it is planned to install power operated gates at this point similar to those installed some time ago at Grasselli which are operated by the Train Directors located in the Grasselli interlocking.

As long as these switchtenders are required to continue to handle the Columbia Avenue gates manually, we will arrange effective April 16th to pay them at the yard helper's rate with the understanding that when power operated gates are put in service at that point the employees will revert to the present basis of compensation, viz., standard switchtender rate with present independent allowance for handling the gates.

If the above proposal is acceptable to you and to Mr. Kitts as a full settlement of this complaint, will you please jointly sign and return one copy of this letter to me, this letter and its acceptance by you to be considered as constituting an agreement between us respecting the future handling of this subject.

Yours very truly,

(Signed) R. H. McGraw,
General Manager.

The above proposal is accepted as full settlement of the complaint and as constituting an agreement respecting future handling of the subject.

(Signed) C. C. Kitts,
General Chairman, B. of R.T.
(Signed) J. A. Rash,
Deputy President, B. of R.T.

cc: Mr. C. C. Kitts
bcc: Messrs. M. M. Bell
M. T. MacLaury

SWITCHTENDERS BLUE ISLAND-HUMP

Gibson, Indiana, April 11, 1947.

Mr. J. A. Rash, Deputy President,
Brotherhood of Railroad Trainmen,
Standard Building,
Cleveland, Ohio.

Dear Sir:

At our meeting in Chicago on April 9th, we discussed the claim of I.H.B. Switchtender D. G. Salerno "account dropping cabooses" at Blue Island. Item No. 10 of the docket of cases discussed. Local docket No. Y-476.

If it will constitute full settlement of this subject, we are agreeable to paying the three switchtenders at this particular point the yard helper's rate effective on and after April 16, 1947 with the stipulation that they will continue to perform the same duties thereafter as they have performed in the past.

If this is satisfactory to you and General Chairman Kitts, please signify your acceptance by jointly signing and returning one copy of this letter to me.

Yours very truly,

(Signed) R. H. McGraw,
General Manager.

The above is accepted as full settlement of the issues involved.

(Signed) C. C. Kitts,
General Chairman, B. of R.T.

(Signed) J. A. Rash,
Deputy President, B. of R.T.

cc: Mr. C. C. Kitts

**DISPLACING SWITCHTENDERS,
OPERATOR-SWITCHTENDERS, LEVERMEN,
GIBSON YARD DISTRICT**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIANA HARBOR BELT RAILROAD AND
THE BROTHERHOOD OF RAILROAD TRAINMEN,
REPRESENTING SWITCHTENDERS, OPERATOR-
SWITCHTENDERS AND LEVERMEN.**

It is agreed that effective September 15, 1947, Article 15 of the agreement establishing rates of pay and working conditions for Switchtenders, Switchtender-Operators and Levermen at East End Gibson and Roundhouse Lead, effective August 1, 1939, and reading as follows:

Article 15.—Displacing

A regularly assigned employee desiring to displace a junior regularly assigned employee may do so by giving at least twelve (12) hours advance notice. He may not again displace a junior regularly assigned employee for at least seven

(7) days thereafter unless he is himself displaced.

will be substituted by the following:

A regular assigned employee desiring to displace a junior regularly assigned employee may do so by giving at least twelve (12) hours advance notice. He may not again displace a junior regularly assigned employee for at least **three** (3) days thereafter unless he is himself displaced.

The rule as substituted will apply only to Switchtenders at Columbia Avenue, Operator-Switchtenders at Howard Street and Levermen at East End Tower and Roundhouse Lead, all in the Gibson Yard District.

This agreement to remain in effect until changed under procedure of the Railway Labor Act as amended.

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY:

(Signed) M. M. Bell,
Superintendent.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) H. E. Howard,
Local Chairman.

Gibson, Indiana,
September 11, 1947.

HANDLING OF EXTRA SWITCHTENDERS AND TELEGRAPHERS

MEMORANDUM OF UNDERSTANDING AS TO THE APPLICATION OF THE RULES IN THE TELEGRAPHERS' AGREEMENT AND THE SWITCHTENDERS' AGREEMENT, BOTH OF WHICH ARE DATED JULY 21, 1939 INSOFAR AS THOSE RULES APPLY TO THE HANDLING OF EXTRA MEN.

(a) Three separate extra boards will be maintained for Telegraphers and Switchtenders, viz.,

- 1.—Telegraphers, whole line.
- 2.—Switchtenders, east of Blue Island.
- 3.—Switchtenders, Blue Island West.

(b) An extra man may transfer from one extra board to another extra board provided he gives notice of his intention to change not later than 1:00 P.M. of the day preceding the transfer.

(c) Extra man will work in accordance with the terms of the agreement applicable to the service covered from the extra board upon which they have placed themselves.

(d) In the event a vacancy cannot be filled from the extra board first entitled to such vacancy, the senior competent man on the other extra board in that territory will be given preference in filling of the vacancy.

This Memorandum of Understanding becomes effective at 12:01 A.M., April 1, 1942 and will remain in effect until it is changed under the provisions of the amended Railway Labor Act.

FOR THE MANAGEMENT:

(Signed) C. F. Wiegele,
Assistant General Manager.

FOR THE EMPLOYEES:

(Signed) C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen.

Chicago, Illinois,
March 23, 1942.

TRAIN DIRECTORS

TELEPHONE OPERATORS
(Except Switchboard Operators)

TELEGRAPHERS

TOWERMEN

LEVERMEN

BLOCK OPERATORS

CLERK-LEVERMEN

CLERK-OPERATORS

GENERAL AGREEMENT

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILWAY TRAINMEN REPRESENTING TELEGRAPHERS AND OTHERS DESIGNATED HEREIN.

Article 1.—Scope

This agreement establishes rates of pay and working conditions for Train Directors, Telephone Operators (except Switchboard Operators), Telegraphers, Towermen, Levermen, Block-Operators, Clerk-Levermen and Clerk-Operators located at Grasselli Tower, Fifty-fifth Street Tower, Gibson Tower, Osborn Tower, Republic Tower and Calumet Tower, hereinafter referred to as employees.

Employees performing service in the classes specified in the preceding paragraph shall be classified in accordance therewith.

Article 2.—Basic Day and Overtime

(a) Eight hours or less shall constitute a day's work.

(b) All time worked in excess of eight hours continuous service in a twenty-four hour period will be considered as overtime and paid for on the minute basis at one and one-half times the hourly rates.

Article 3.—Starting Time

(a) Regular assignments shall each have a fixed starting time which will not be changed without at least 48 hours advance notice to the employees affected.

(b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second 2:30 P.M. and 4:00 P.M., and the third 10:30 P.M. and 12:00 Midnight.

(c) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in Section (b).

(d) Where two shifts are worked not in continuous service the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M., and the second not later than 10:30 P.M.

(e) Where an independent assignment is worked regularly the starting time will be during one of the periods provided in Sections (b) or (d).

NOTE—To meet service requirements an assignment may be started at other than the above specified starting times when agreed upon by proper officer of the Company and the General Chairman.

(f) So far as practicable an extra man will be called two hours in advance of the starting time of the position on which he is to be used.

Article 4.—Called and Not Used

An employe reporting for duty after being called but not required to perform service shall be allowed one day's pay.

Article 5.—Assigned to Other Duties

Employees used to perform other than their regular duties will be paid the established rate for the service performed but in no event shall an employe so used be paid less than on the basis of his regular rate.

Article 6.—Attending Court

(a) A regularly assigned employe attending Court or inquests under instructions from the Company will be allowed the same compensation he would have earned had he remained on his regular position plus actual expenses.

(b) Employees required to so report during lay over time will be paid for time held with a minimum of two hours at pro rata hourly rates plus expenses, this time to commence on arrival at place where Court or inquest is to be held and to continue until released. Should the employe be detained so as to be unable to get ten hours rest and assume his regular duties, he shall be paid for one day which will cover his duty time and time lost on assignment.

(c) An extra employe who loses an opportunity to perform service because of his attendance in court or at inquests shall be paid one day's pay at the rate of the position he would have been called for. If the extra employe does not lose an opportunity to perform service he will be paid one day's pay at the minimum rate. In both instances actual expenses shall be paid.

(d) Money earned under this article will be paid not later than the next regular pay day.

Article 7.—Attending Investigations

Employees required by the Company to be present as witnesses at investigations, other than those covered by Article 11, will be paid for all time lost plus expenses. If not required to lose time they will be paid at pro rata hourly rates for actual time in attendance with a minimum of two hours. This time to commence on arrival at place where investigation is to be held and to continue until released. Should the employe be detained so as to be unable to get ten hours rest and assume his regular duties, he shall be paid for one day which will cover his duty time and time lost on assignment.

Article 8.—Return of Time Slips

(a) When for any reason the time claimed by time slips is not allowed or if the time slips are not made out correctly, they will be promptly returned and the reason given therefor.

(b) Employees who are short eight hours or more in their pay will upon request be given a voucher for the amount.

Article 9.—Rates for New Positions

When new positions are created the rate of pay will be fixed in conformity with rate paid existing positions of similar work and responsibility. When the duties of any position are materially increased or decreased, rates of pay shall be adjusted in conformity with positions of the same class.

Article 10.—Relief

(THIS ENTIRE ARTICLE ELIMINATED EFFECTIVE
AUGUST 15, 1943.)

(a) Employees filling regular positions represented seven days a week will be afforded one relief day each calendar week without pay.

(b) Sunday will be considered the first day in each week. Relief days for regular positions will be assigned so the relief day in each week will be one day later than the relief day in the preceding week. When the relief day falls on Saturday, the seventh day of the week, the relief day for the following week shall be Sunday, the first day of that week.

Illustrative example:

1st week Relief Day falls on the 4th day Wednesday
2nd week Relief Day falls on the 5th day Thursday
3rd week Relief Day falls on the 6th day Friday
4th week Relief Day falls on the 7th day Saturday
5th week Relief Day falls on the 1st day Sunday
6th week Relief Day falls on the 2nd day Monday
7th week Relief Day falls on the 3rd day Tuesday
8th week Relief Day falls on the 4th day Wednesday
9th week Relief Day falls on the 5th day Thursday
10th week Relief Day falls on the 6th day Friday
11th week Relief Day falls on the 7th day Saturday
12th week Relief Day falls on the 1st day Sunday
13th week Relief Day falls on the 2nd day Monday
14th week Relief Day falls on the 3rd day Tuesday

(c) One relief assignment will be made for each six regular positions to be relieved and will be considered a regular position. Where there are less than six positions to be relieved work on the assigned relief day of each position will be performed by an extra employee.

(d) Regular relief positions will be bulletined. Employees assigned to regular relief positions and extra employees performing relief service shall be paid at the rates applicable to the respective positions relieved.

(e) In the event that, without diversion by the Management the regularly assigned relief employee does not report for duty, the employee filling the position to be relieved (or, in the event of the absence of the regular employee, other available employee) shall cover the assignment and be paid pro rata rates up to eight (8) hours, after which overtime rates will apply.

(f) In the event the Management is responsible for the diversion of the relief employee and extra employee cannot

be provided, a regular employe required to perform service on the assigned relief day of his position will be paid at the rate of time and one-half.

(g) If the Management is given notice of the illness of the relief employe in time to permit getting an extra employe to the position to be covered and no extra employe is available, resulting in a regular employe being required to cover the position, he will be paid at the rate of time and one-half under the principle outlined in Paragraph (f).

(h) Where a position is not regularly represented seven days a week, the seventh day will be considered the relief day of the position and this article will not apply to that position.

Article 11.—Investigations and Hearings

(a) When objections or charges are made against any employe by another employe they shall be put in writing, and shall convey a full and clear statement of the objections or charges.

(b) The proper officer of the Company will hear any reasonable complaint made by an individual employe, or any complaint made by the authorized committee of the B. of R.T. representing same, provided due notice shall be given the company in writing of the subject of the complaint, and a special appointment made as to the time and place same shall be considered.

(c) Employes continued in the service or not censured pending an investigation of an alleged offense shall be given written notice of the matters to be investigated within five days after the Company has information of the offense. Within five days thereafter an investigation shall be held, if demanded and a decision shall be rendered and made effective within three days after the investigation.

(d) When employes are taken out of service or censured for cause, the Company shall give them written notice by U.S. Mail of the reason therefor, and a hearing shall be given within five days after being taken out of service, if demanded, and if held longer shall be paid for all time so held at their regular rates of pay. They shall have the right to be present, and to have an employe of their choice, at hearings and investigations to

hear all oral and to read all written testimony, and to bring out any facts in connection with the case. They shall also have the right to bring such witnesses as they may desire to give testimony, and may appeal to a higher officer of the Company in case the decision is unsatisfactory. Such decision shall be made known in writing within three days after the hearing, or the employees will be paid for all time lost after expiration of the three days. If, as a result of discipline administered, any exception is taken thereto by the employee involved, a transcript of all evidence taken at investigation shall be furnished Chairman of Committee upon request, provided the Chairman presents the Company's office with a written request, from the employee disciplined, for such transcript, and a statement of the employee's reason and contention for believing that the discipline administered is unjust. In case the suspension, dismissal or censure is found to be unjust, the employee shall be reinstated and paid for all time lost.

(e) Employees not at fault, required by the Company to be present at investigations as witnesses, will be paid for all time lost. If not required to lose time they will be paid at pro rata hourly rates for actual time in attendance with a minimum of two hours. This time to commence on arrival at place where investigation is to be held and to continue until released. Should the employee be detained so as to be unable to get ten hours rest and assume his regular duties, he shall be paid for one day which will cover his duty time and time lost on assignment.

Article 12.—Seniority

(a) The seniority of employees as at present established shall remain in effect.

(b) Seniority of employees shall date from the date of entering the service covered by this agreement and/or the service covered by the agreement applying to switchtenders.

(c) The senior competent employee shall have preference to positions.

(d) Seniority lists of employees covered by this agreement will be prepared by the Company and posted on bulletin boards at agreed upon places. They shall be revised annually during the month of May. Copies of ros-

ters shall be furnished the Local and General Chairmen. When names are dropped from or added to the roster between revisions the Local and General Chairmen will be advised so they may keep their records up to date. They will also be furnished with a list showing the names of employes on leave of absence for thirty days or more.

(e) No question of seniority will be considered after the name of an employe has been shown on the seniority roster for a period of two years unless protest has been presented prior to the expiration of two years.

(f) In the event an employe covered by this agreement is promoted to a position in the service of the Indiana Harbor Belt beyond the scope of this agreement, the senior competent employe will be given the preference and will continue to accumulate seniority under this agreement.

(g) Employes covered by this agreement taking positions in the service of the Brotherhood of Railroad Trainmen will continue to accumulate seniority under this agreement.

(h) There will be no permanent trading of positions. Where employes desire to trade positions for 90 days or less they may do so if the change is approved by the Superintendent and the Local Chairman. Such changes will in no case result in additional expense to the Company.

(i) An employe leaving the service of his own accord will forfeit all seniority rights and shall not be reinstated.

Article 13.—Common Seniority

Method agreed upon by the Brotherhood of Railroad Trainmen and the Indiana Harbor Belt Railroad for the purpose of establishing common seniority for employes included in separate agreements covering:

1.—Switchtenders, Switchtender-Operators, Levermen at East End Gibson and Roundhouse Lead, and Operators at Argo and Norpaul, and

2.—Train Directors, Telephone Operators (except Switchboard Operators), Telegraphers, Towermen, Levermen, Block Operators, Clerk-Levermen and Clerk-Operators located at Grasselli Tower, Fifty-fifth Street Tower, Gibson Tower, Osborn Tower, Republic Tower and Calumet Tower.

In order that the employes may retain their prior rights in the three former separate seniority districts and at the same time be eligible to bid for permanent vacancies or new positions covered by these two agreements, the following method of extending seniority rights is agreed to effective August 1, 1939:

(a) Three separate seniority rosters will be maintained as heretofore.

(b) The present seniority rosters of Operator-Switchtenders and Switchtenders in the Gibson District and Blue Island and West District will be combined and the names on such combined list will be placed at the end of the roster covering men in the interlocking plants.

(c) The present seniority roster of Operator-Switchtenders and Switchtenders in Gibson District will be combined with present roster covering men in the interlocking plants and names on that combined list will be placed at the end of the roster covering Operator-Switchtenders and Switchtenders, Blue Island and West.

(d) The present seniority roster of Operator-Switchtenders and Switchtenders Blue Island and West will be combined with present roster covering men in the interlocking plants and names on that combined list will be placed at the end of the roster covering Operator-Switchtenders and Switchtenders in the Gibson District.

(e) Men hereafter entering the service in any of the classes will be given the same seniority dating on all three rosters.

Article 14.—Vacancies or New Positions

(a) When permanent vacancies occur or new positions covered by this agreement are created they shall be advertised within seven (7) days to all employes eligible to bid. Employes desiring such positions will file written application for same, in duplicate, and the Local Chairman, upon his request will be furnished with duplicate copies of all bids submitted. Assignments will be made within seven (7) days after the bids close and applicant and Local Chairman notified who has been assigned. Employes assigned to positions bid for forfeit all right to their former positions until positions have been once filled and again become vacant.

(b) Temporary vacancies will be filled by the senior

competent employe making application, except that when the temporary vacancy is for three days or less, a regularly assigned employe requesting such vacancy must be working the same hours of assignment. When the regular man returns employes affected will return to former positions.

Article 15.—Reducing Forces

(a) When reductions are made they shall be in reverse order of seniority. Employes shall be returned to service in the order of their seniority.

(b) When employes are furloughed on account of reduction in force they will retain all seniority rights provided they return to actual service within thirty days from the date their services are required. The thirty-day period will be figured from the date on which written notification is sent out by the Railroad Company. Furloughed employes must leave their address with the proper official and notify him of any change made in such address.

Article 16.—Displacing

Employes displaced will assert their seniority within ten days after notified of displacement.

Article 17.—Leave of Absence

Employes will not be granted a leave of absence for a longer period than ninety days, except in case of sickness of the employe or member of his family or when serving on the Committee.

Article 18.—Entering Service

(a) Applications of persons for employment if not satisfactory, will be rejected within thirty days after first service or applicant will be considered accepted.

(b) All physical examinations of applicants shall be made without expense to the person examined, unless he shall pass such examination and be continued in service not less than thirty days. The entire fee for such examination shall not exceed one dollar. The applicant shall be notified within ten days of the result of his physical examination, and if not so notified, he will be considered physically qualified.

Article 19.—Service Letter

Employees leaving the service will at their request be given a letter by the Superintendent stating their term of service and capacity in which employed.

Article 20.—Adjustment of Controversies

Any controversy arising as to the application of the rules herein agreed upon shall be taken up by the Local Committee and the Superintendent. In the event of failure on their part to agree on a satisfactory basis of settlement, the General Committee of the Brotherhood of Railroad Trainmen, representing the employees, may take up the question with the General Manager, and in the event of their failure to reach a satisfactory adjustment, the Committee may appeal further in accordance with the provisions of the U.S. Amended Railway Labor Act.

Article 21.—Effective Date and Duration of Agreement

This agreement supersedes all former agreements and understandings and all interpretations thereof. It will be effective as of August 1, 1939, and will remain in effect until either party gives thirty (30) days notice in writing to the other party of a desire to change.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(Signed) W. J. O'Brien,
General Manager.

FOR THE BROTHERHOOD OF
RAILROAD TRAINMEN:

(Signed) G. F. Miller,
General Chairman.

APPROVED:

(Signed) J. H. McQuaid,
Vice President.

Chicago, Illinois,
July 21, 1939.

AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD COMPANY AND THE BROTHER-
HOOD OF RAILWAY TRAINMEN ESTABLISHING
RATES FOR POSITIONS IN TELEGRAPH SERV-
ICE, EFFECTIVE JULY 16, 1939.

Location	Position	Rate of Pay	
		Hour	Day
Grasselli Tower	1st Train Director.....	92½c ¹	\$7.40
	2nd Train Director.....	92½c ¹	7.40
	3rd Train Director.....	92½c ¹	7.40
55th Street Tower	1st Train Director.....	92½c ²	7.40
	2nd Train Director.....	92½c ²	7.40
	3rd Train Director.....	92½c ²	7.40
Gibson Tower	1st Leverman.....	79c ³	6.32
	2nd Leverman.....	79c ³	6.32
	3rd Leverman.....	79c ³	6.32
Calumet Tower	1st Leverman.....	75c ⁴	6.00
	2nd Leverman.....	75c ⁴	6.00
	3rd Leverman.....	75c ⁴	6.00
Osborn Tower	1st Leverman.....	75c ⁵	6.00
	2nd Leverman.....	75c ⁵	6.00
	3rd Leverman.....	75c ⁵	6.00
Republic Tower	Day Clerk Leverman.....	72¾c	5.82
	Night Clerk Leverman.....	69c	5.52

For the Indiana Harbor Belt Railroad:

(Signed) W. J. O'Brien,
General Manager.

For the Brotherhood of Railroad Trainmen:

(Signed) G. F. Miller,
General Chairman.

APPROVED:

(Signed) J. H. McQuaid,
Vice President.

Chicago, Illinois,
July 21, 1939.

(Rates in Effect as of October 16, 1948)

¹\$1.55 per hour. ⁴\$1.39½ per hour.
²\$1.55 per hour. ⁵\$1.38½ per hour.
³\$1.41½ per hour.

**MEMORANDUM OF AGREEMENT BETWEEN THE
BROTHERHOOD OF RAILROAD TRAINMEN AND
THE INDIANA HARBOR BELT RAILROAD.**

It is agreed that employees included in the agreement covering Train Directors, Telephone Operators (except Switchboard Operators), Telegraphers, Towermen, Levermen, Block Operators, Clerk-Levermen and Clerk-Operators, who are required to attend re-examination on rules and regulations on their own time, will be paid their pro rata hourly rates for the actual time required to be present.

For the Indiana Harbor
Belt Railroad:
(Signed) W. J. O'Brien,
General Manager.

For the Brotherhood of
Railroad Trainmen:
(Signed) G. F. Miller,
General Chairman.

APPROVED:

(Signed) J. H. McQuaid,
Vice President.

Chicago, Illinois,
July 21, 1939.

(NOTE: See agreement dated Chicago, Illinois, March 23, 1942 on page 180 also applicable to telegraphers.)

TELEGRAPHERS FILLING VACANCIES AT 55TH STREET TOWER

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS TELEGRAPHERS RE- SPECTING TRAVELING TIME.

It is agreed that on and after March 1, 1946 an employe with headquarters in the Gibson territory who is used to fill a vacancy at 55th Street Interlocking will be paid an independent allowance of four (4) hours at the pro rata rate for traveling between Gibson and 55th Street. This allowance to be paid for travel in each direction.

Accepted for the Indiana
Harbor Belt Railroad:

(Signed) T. L. Green,
General Manager.

Accepted for the Employes:

(Signed) C. C. Kitts,
General Chairman,
B. of R.T.

Chicago, Illinois,
March 2, 1946.

**FILLING POSITION — AGENT-LEVERMAN
REPUBLIC TOWER, EAST CHICAGO, IND.**

**MEMORANDUM OF UNDERSTANDING COVERING
OPERATION OF LEVERS AT REPUBLIC TOWER,
EAST CHICAGO, INDIANA, DURING NIGHT
HOURS AND SUNDAYS.**

At request of employes covered by agreement between the Indiana Harbor Belt Railroad Company and Operators, Levermen and others, as included therein, dated May 16, 1928, such employes now being represented by the Brotherhood of Railroad Trainmen under Certification Case No. R-207, National Mediation Board, it is agreed as follows:

First:—When necessary to restore second and third trick Levermen's positions regularly that such positions will be employes coming under the Levermen-Operators-Telegraphers' Agreement of May 16, 1928.

Second:—That the rate of pay of such positions, if restored as of today, would be sixty-seven (67) cents per hour.

Third:—Until such time as crossing movements at Republic Tower justify restoration of one or both of these positions, a leverman from the Operator-Levermen's seniority roster will be called for either night or Sunday service under the "Call" rule—Article 5—and allowed a minimum of two hours' pay at time and one-half rate for two hours or less work, and if held on duty in excess of five hours and twenty minutes, will be allowed one day's pay of eight hours, overtime to be allowed for any time in excess of eight hours.

Fourth:—In calling "extra men" for such night or Sunday work at Republic Tower, the extra man standing first out will be called, providing he has not worked the day or such call would necessitate violation of the Federal Hours of Service Law: further, the extra man sec

and out will be called if there is a known vacancy that the extra men standing first out can fill that night or the following day, without violation of the Hours of Service Law.

Fifth:—It is understood that this position is to be known as that of Leverman-Clerk and such employee will perform the necessary clerical work; that of checking and carding such cars as necessary for the present night operation on the call basis. If and when the position is restored regularly, proper consideration will be given to readjustment of hourly rate.

This memorandum of understanding or agreement will be effective March 1, 1938.

(Signed) Harold Wagner,
Local Chairman, Operators-
Levermen and Representative
B. of R.T.

(Signed) W. P. Lamb,
Superintendent.

At Gibson, Indiana,
February 25, 1938.

SUPPLEMENT TO MEMORANDUM OF UNDER-
STANDING DATED GIBSON, INDIANA, FEBRU-
ARY 25, 1938, COVERING OPERATION OF LEVERS
AT REPUBLIC TOWER, EAST CHICAGO, INDIANA.

First:—It is agreed that the operation of levers between 6:00 A.M. and 8:00 A.M., now being taken care of by employees coming under the Clerks' Agreement on weekdays will be protected by an employee covered by Agreement between the Indiana Harbor Belt Railroad Company and Operators, Levermen and Others as included therein, dated May 16, 1928, such employees now being represented by the Brotherhood of Railroad Trainmen under Certification Case R-207, National Mediation board.

Second:—It is further agreed that the two hours or such additional time as may be necessary will be taken care of under the "Call" rule—Article 5—and allowed a minimum of two hours pay at time and one-half rate for

two hours or less work, and if held on duty in excess of five hours and twenty minutes, will be allowed one day's pay of eight hours, overtime to be allowed for any time in excess of eight hours.

Third:—It is further agreed that the rate of pay will be seventy-two and three-quarters (72¾) cents per hour. (See note.)

Fourth:—It is further understood that the leverman working from 6:00 A.M. to 8:00 A.M., weekdays on "Call" basis will protect such clerical work as may be necessary during these hours.

It is further understood that the employes called to protect lever operation under the "Call" rule of agreement dated February 25, 1938, to cover night hours and Sundays, will be given the "Call" for the 6:00 A.M. to 8:00 A.M. protection, instead of taking the employe standing next out, provided, however, that the Hours of Service Law will not be violated.

Fifth:—It is further understood that the Agent, hours approximately 8:00 A.M. to 5:00 P.M., will continue to operate levers as at present, and this position when vacated by present incumbent will be subjected to the employes coming under the Operator-Levermen Agreement.

This Memorandum of Understanding or Agreement will be effective April 25, 1938.

(Signed) Harold Wagner,
Local Chairman, Operators-
Levermen and Representative,
B. of R.T.

(Signed) W. P. Lamb,
Superintendent.

At Gibson, Indiana,
April 16, 1938.

(NOTE: Rate effective April 10, 1949, \$1.35¼ per hour.

**SUPPLEMENT TO MEMORANDUM OF UNDER-
STANDINGS DATED AT GIBSON, INDIANA, FEB-
RUARY 25, 1938 AND APRIL 16, 1938, WITH RE-
SPECT TO OPERATION OF LEVERS AT REPUBLIC
TOWER, EAST CHICAGO, INDIANA.**

It is hereby agreed that the Memorandum of Under-
standing covering operation of levers at Republic Tower,
East Chicago, Indiana, during night hours and Sundays,
signed at Gibson, Indiana, February 25, 1938, as well as
the supplement to Memorandum of Understanding,
dated Gibson, Indiana, February 25, 1938, covering oper-
ation of levers at Republic Tower, East Chicago, Indiana,
dated at Gibson, Indiana, April 16, 1938, will be consid-
ered as revived and taking effect August 1, 1939, except
that rates of pay under agreement between the Indiana
Harbor Belt Railroad Company and the Brotherhood
of Railroad Trainmen, representing Telegraphers and
others designated therein, dated August 1, 1939, will
govern.

(Signed) W. P. Lamb, Superintendent,
Indiana Harbor Belt R.R. Co.

Harold Wagner, Local Chairman,
Telegraphers-Levermen and
Representative B. of R.T.

APPROVED:

G. F. Miller,
General Chairman, B. of R.T.

At Gibson, Indiana,
September 12, 1939.

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO AGENT'S POSITION AT REPUBLIC TOWER, EAST CHICAGO, BEING FILLED BY AN EMPLOYEE COMING UNDER THE AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN, REPRESENTING TELEGRAPHERS AND OTHERS DESIGNATED THEREIN EFFECTIVE AUGUST 1, 1939.

First:—It has been agreed that an employee coming under the rules and regulations of the Agreement covering Train Directors, Telephone Operators, Telegraphers, Towermen, Levermen, Block Operators, Clerk-Levermen and Clerk-Operators as represented by the Brotherhood of Railroad Trainmen, effective August 1, 1939, will hereafter fill position of Agent-Leverman at Republic Tower, East Chicago.

Second:—The position shall be continued on monthly rate (the present \$215.20)—nonovertime basis—Federal Hours of Service Law to be observed. (See note.)

(See note appended to agreement dated May 20, 1942.)

Third:—The vacation privilege and reasonable amount of sick leave allowance will be continued, it being understood that twelve (12) working days vacation per annum without loss of pay will be granted when regularly assigned Agent-Leverman has been in service as such during vacation year, which will for the purpose of this Agreement be understood to run from January 1st to December 31st.

Fourth:—The successful applicant will be permitted to perform all of the work attached to the position, including the duties of Leverman or Telegrapher-Telephone and/or any other duties attached to a position covered by the Telegraphers' Agreement.

Fifth:—The position is one daily except Sundays and Holidays, but it is understood in any emergency requiring the incumbent for Agent's work that same will be protected without extra compensation.

Sixth:—It is further understood that on such days as the regular Agent-Leverman may be off, that a qualified employe from the Telegraphers-Levermen's seniority roster will be used, if qualified; otherwise, in any emergency the Company will be allowed without claim to fill the position as may be necessary.

Seventh:—Except as above specified, the rules governing Telegraphers-Levermen, etc., effective August 1, 1939, will apply.

Eighth:—This Agreement will be effective when employe from the Telegrapher-Levermen's seniority roster qualifies and is assigned to position of Agent-Leverman at Republic Tower, and will remain in effect until changed by one party giving to the other thirty (30) days' notice of its desire to change same.

W. P. Lamb, Superintendent,
Indiana Harbor Belt Railroad Co.

Harold Wagner, Local Chairman,
Telegraphers, Levermen, etc., and
Representative B. of R.T.

APPROVED:

G. F. Miller, General Chairman,
Brotherhood of Railroad Trainmen.

At Gibson, Indiana,
September 12, 1939.

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO ARTICLE "FIFTH" OF THE MEMORANDUM OF UNDERSTANDING ENTERED INTO BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN, COVERING POSITION OF AGENT-LEVERMAN, REPUBLIC TOWER, EAST CHICAGO.

First:—The term "emergency" as used in Article "Fifth" of the Memorandum of Understanding, dated September 12, 1939, shall not be construed to cover regular Sunday and Holiday loading of traffic at Socony Vacuum Refinery under seven-day operation as now required under the National Defense Emergency.

Second:—The Agent-Leverman shall, when necessary, be required to report Sundays and Holidays under the "Call" Rule to perform his regular duties, and for which he will be compensated as provided in Article "Third."

Third:—For such Sunday and Holiday work, the Agent-Leverman will be allowed minimum of two hours' pay at time and one-half rate for two hours or less work, and if held on duty in excess of five hours and twenty minutes, will be allowed one day's pay of eight hours, overtime to be allowed for any time in excess of eight hours.

Fourth:—The basic rate of pay will be \$1.15 per hour. This hourly rate is arrived at by the following computation:

Monthly rate of \$234.58 multiplied by twelve, divided by 306 working days. (See note.)

Fifth:—This agreement is effective as of February 15, 1942, and will remain in effect until changed by one party giving to the other thirty (30) days' notice of its desire to change same.

(Signed) W. P. Lamb, Superintendent,
Indiana Harbor Belt Railroad Company

APPROVED:

(Signed) C. F. Wiegele,
Assistant General Manager,
Indiana Harbor Belt Railroad Company

(Signed) Harold Wagner, Local Chairman,
Telegraphers, Levermen, etc., and
Representative B. of R.T.

APPROVED:

(Signed) C. C. Kitts, General Chairman,
Brotherhood of Railroad Trainmen.

At Gibson, Indiana,
May 20, 1942.

(NOTE: Rate effective October 16, 1948, \$342.70 per
month.)

TRAIN DIRECTORS HANDLING CROSSING GATES—GRASSELLI

(This also applies to Operator at Gibson Tower handling crossing signals at Kennedy Avenue effective April 16, 1948.)

AGREEMENT BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN AND THE INDIANA HARBOR BELT RAILROAD CONCERNING THE HANDLING OF CROSSING GATES AT KENNEDY AVENUE AND 151ST STREET, EAST CHICAGO, BY THE TRAIN DIRECTORS AT GRASSELLI, INDIANA.

—
In full settlement of all claims included in the dispute covered by National Railroad Adjustment Board Docket MS-1561, Award No. 1454 it is agreed:

1. Effective as of June 13, 1940 and continuing through August 31, 1941, the Train Directors at Grasselli, Indiana, will be given an additional allowance of 28 cents a day for operating the crossing gates at Kennedy Avenue and 151st Street, East Chicago, Indiana.
2. Effective as of September 1, 1941 and continuing through November 30, 1941 the above referred to additional allowance will be increased to 30 cents a day and effective as of December 1, 1941 will be further increased to 32 cents a day. (See note.)
3. The additional allowance of 32 cents a day for handling these crossing gates will continue to be paid these Train Directors so long as they perform the service to which the allowance is attached unless and until this agreement is cancelled or changed as provided in the amended Railway Labor Act.

For the Indiana Harbor
Belt Railroad:

(Signed) M. T. MacLaury,
Supervisor of Wage Schedules

APPROVED:
(Signed) C. F. Wiegele,
Assistant General Manager.

For the Brotherhood of
Railroad Trainmen:

(Signed) C. C. Kitts,
General Chairman.

APPROVED:
(Signed) J. A. Zanger,
Vice President.

Chicago, Illinois,
April 24, 1942.

(NOTE: Rate effective October 16, 1948, 54c per day.)

DAYLIGHT SAVINGS TIME

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS TRAIN DIRECTORS, TELEPHONE OPERATORS (EXCEPT SWITCHBOARD OPERATOR), TELEGRAPHERS, TOWERMEN, LEVERMEN, BLOCK OPERATORS, CLERKS-LEVERMEN AND CLERKS-OPERATORS, REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN.
IT IS AGREED:

1. That, Train Directors, etc., have requested that effective 2:00 A.M., May 5, 1946 their assignments be changed from Central Standard Time to Daylight Savings Time (which became effective 2:00 A.M., Sunday, April 28, 1946), and to continue during the period of Daylight Savings Time.
2. That, for the purpose of this agreement only, the application of the basic day, starting time and overtime rules are amended.
3. That, when changing from Central Standard Time to Daylight Savings Time such employes, who by reason of this change are required to work one hour less than their regular assignment, will be paid for the regular hours of such assignment; likewise, when Central Standard Time is restored, such employes, who are required to work one hour more than their regular assignment, will be paid only for the regular hours of such assignment.

This agreement shall be subject to revision or cancellation by either party hereto by giving thirty (30) days' written notice to the other party of the intended revision or cancellation.

Signed at Gibson, Indiana, this 3rd day of May, 1946.

For the Indiana Harbor Belt Railroad:

(Signed) L. W. Payne,
L. W. Payne, Superintendent.

For the Brotherhood of Railroad Trainmen:

(Signed) C. C. Kitts,
C. C. Kitts, General Chairman.

