ARTICLE XXIX

WORK TRAIN

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN COVERING 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.

Chicago, Illinois, March 2, 1943

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS YARDMEN WITH RESPECT TO WORK THAT MAY BE REQUIRED OF YARDMEN ON WORK TRAIN ASSIGNMENTS

If and when yardmen select or are required to work on an assignment designated as a "work train", they will not be required to perform general yard switching without the additional compensation as hereinafter provided, except:

1. They may be required while working on such work train assignments to switch out equipment that is to be used in conjunction with the work train from other cars on the same track.

2. In assembling or segregating work train equipment from such other cars on the same track they will not be required to classify such cars as are not to be used in conjunction with the work train.

If and when required to perform general yard switching other than as hereinbefore provided, they will be paid for the time consumed in performing such service with a minimum allowance of one hour. This allowance will be in addition to the compensation for the pay of the assignment and without any deduction therefrom for the time consumed in performing such penalty switching.

Nothing in this Memorandum of Understanding affects in any manner the right of the Carrier to use assignments designated as yard assignments to perform work train service in part without penalty if and when such work is performed or required.

This Memorandum of Understanding becomes effective March 1, 1950, and continues in effect until changed or terminated as provided for by the Railway Labor Act as amended.

Gibson, Indiana, February 28, 1950

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN COVERING THE USE OF YARDMEN ON WORK TRAINS OR MAINTE-NANCE OF WAY ROADWAY EQUIPMENT BEYOND THE CONFINES OF THEIR OWN SENIORITY DISTRICT AND INTO THE CONFINES 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.

Chicago, Illinois, March 2, 1943

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN COVERING THE USE OF YARDMEN ON WORK TRAINS OR MAINTE-NANCE OF WAY ROADWAY EQUIPMENT BEYOND THE CONFINES OF THE GIBSON AND BLUE ISLAND SENIORITY DETRICTS

(A) 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 in order to complete their tour of duty for that day, with the understanding that, any additional work in such other district will be given to the yardmen of such other district on the following day.

(B) If yardmen from one seniority district are used in a different seniority district in conflict with the provisions of paragraph (A), 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.

(C) It is further understood that work train crews will deliver the roadway equipment or work train equipment in such district that the work is to be started.

EXAMPLE NO. 1: If a Blue Island crew is called for work train service between Lincoln Avenue and Stony Island Avenue, which is within the Blue Island Seniority District, such crew may work east of Stony Island in the Gibson Seniority District without penalty on that day. Same would apply to Gibson crews under similar circumstances.

EXAMPLE NO. 2: If a Gibson crew is called for work train service between Calumet Park and Stony Island Avenue, which is within the Gibson Seniority District, such crew may take the equipment to the Blue Island District and place it in a designated track, in compliance with other agreements, and return to Gibson. They also may take back to Gibson District any cars that were handled as part of their work train in that tour of duty. Same would apply to Blue Island crews under similar circumstances.

This agreement shall not modify, change or in any manner affect schedule rules or agreements, except as specifically stated herein.

The Agreement signed at Chicago, Illinois, March 2, 1943 respecting the use of yardmen on work trains or maintenance of way roadway equipment is not applicable to the Gibson or Blue Island Seniority Districts.

This Agreement signed at Gibson, Indiana this 9th day of August, 1956 shall become effective on August 9, 1956 and shall continue in force and effect until altered or cancelled in accordance with the terms of the Railway Labor Act, as amended.

Gibson, Indiana, August 9, 1956