

ARTICLE XXXVIII

MEMORANDUM OF AGREEMENT COVERING CHANGING OF ENGINES

IT IS AGREED:

1. For the purposes of this agreement, it is recognized that only four terminals comprise the entire area of this property, as follows:

Gibson - Blue Island - Argo - Norpaul

2. That if and when crews change or are required to change an engine assigned to them for another engine either at a roundhouse or at any other location on IHB operated tracks outside roundhouse territory, one hour's time at the regular straight time rate of pay will be allowed Foremen and Yardmen of such crews, in addition to their earnings on their assignments and that in consideration of this allowance, no claim involving the changing of engines will be considered as valid or having merit under the rules of the agreements with the Yardmen, including any claims that such changes may otherwise have no relationship to the movement of the trains being handled or associated with the work or trips of such crews.

3. The allowance as stipulated in Paragraph No. 2 will apply when an engine is operated as two or more units and one or more units cut off or one or more units added to an engine at a terminal other than the one from which the crew went on duty.

4. The allowance as stipulated in Paragraph No. 2 will also apply at locations where no outside hostlers are employed such as at Argo, Norpaul, Calumet City and Michigan Avenue, if and when a Foreman and/or Yardmen of a crew are required to change their engine, providing such changes are made during their tour of duty and not at the beginning or ending of their assignment.

EXCEPT:

(a) That the allowance as stipulated in Paragraph No. 2 will not apply to crews changing engines in instances where an engine is brought from roundhouse territory to a yard or location outside roundhouse territory by a hostler unless such Foremen and Yardmen are on an assignment that is scheduled to tie up at a terminal other than that in which the engine change is made.

Example: A Norpaul terminal crew making an engine change at Gibson will be entitled to the allowance but a Gibson terminal crew making such a change within Gibson Terminal area will not be entitled to the allowance.

This exception (a) will not prevent the allowance being paid a Foreman and Yardmen of a crew if and when such crew is required to change engine on their assignment with another crew providing such change is made during their tour of duty and not at the beginning or ending of their assignment.

(b) That the allowance as stipulated in Paragraph No. 2 will not apply in any instance where it is necessary for a crew to change engines as-

signed to them in circumstances that might make it necessary or desirable to discontinue engine in such service because of engine failure, its derailment or other conditions affecting the serviceability of such engine and secure another engine in its place in order to resume duty on assignment or finish the day's work as it is considered that engine changes may be made and required of crews without penalty under such conditions inasmuch as it is associated with their assignment or day's work.

(c) That the allowance as stipulated in Paragraph No. 2 will not apply in any instance where a crew ties up at a terminal other than their regular terminal and subsequently in starting out therefrom receive an engine other than the one they had when tied up.

5. The terms of this agreement do not apply to engines moved dead in trains or engines with motors running with riders and not operated as motive power.

This agreement cancels the previous agreement of June 27, 1951 but will not otherwise modify agreements now in effect as they pertain to employment or work to be done by Yardmen as provided for in such agreements.

This agreement is to be effective June 1, 1953, and continue until terminated by thirty (30) days' notice in writing by either party to the other.

Signed at Gibson, Indiana, this 28th day of May, 1953.