

UNITED TRANSPORTATION UNION (TRAINMEN)

SCHEDULE OF  
WAGES AND RULES

COVERING

YARDMEN (FOREMEN AND HELPERS)

CAR RETARDER OPERATORS

SWITCHTENDERS

OPERATOR-SWITCHTENDERS

LEVERMEN

TRAIN DIRECTORS

TOWERMEN

EMPLOYED BY THE

INDIANA HARBOR BELT RAILROAD COMPANY

EFFECTIVE JULY 1, 1977

SUPERSEDING SCHEDULE OF JULY 1, 1949

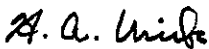
## PREFACE

This schedule was prepared to give all concerned a copy of the existing agreements in effect concerning rates of pay, rules and working conditions covering employees on the Indiana Harbor Belt Railroad represented by the United Transportation Union (T). It represents the efforts by the parties to up-date the existing agreements, supplements thereto and/or applicable letters of understanding in effect and consolidate them into a current schedule book of the agreements in effect.

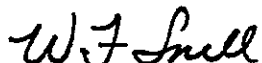
The parties have endeavored to include all the agreements and/or understandings negotiated since the printing of the last schedule; however, any misprints, errors, unintentional omissions or other agreements as were in effect before the updating of this schedule will be governed by the original documents as signed by the authorized representatives of the parties signatory hereto. The inclusion herein of any agreement, understanding, note or interpretation shall not make it valid if such is found to be erroneously included or that it has been cancelled. Also, where, for brevity, the substance of an agreed upon interpretation or understanding has been included, the interpretation or understanding as originally written will govern in case of dispute. The issuance of this schedule shall not change, invalidate or cause dispute over the accepted decision of any special adjustment board award.

The undersigned agree that this schedule book supersedes the so-called "Green Book" revision of the schedule of 1949 and is in full and final settlement of any notice or request, no matter how given, for copies or reprinting of these agreements.

For the United Transportation Union

  
\_\_\_\_\_  
H. A. Urick,  
General Chairman, UTU(T)

For the Indiana Harbor Belt Railroad

  
\_\_\_\_\_  
W. F. Snell,  
Assistant General Manager-Labor  
Relations



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AGREEMENTS AND RATES OF PAY GOVERNING EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (T) ON THE INDIANA HARBOR BELT RAILROAD

The following Rates of Pay will apply on the Indiana Harbor Belt Railroad to yardmen, switchtenders, and car retarder operators; the Rules, Regulations and Interpretations will apply to yardmen and/or others where specified.

ARTICLE I

RATES OF PAY

(a) SEE RATES OF PAY CHART ON PAGES 1A AND 1B.

Daily, straight time hourly, and overtime hourly rates will be shown under Rates of Pay.

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

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 foremen'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 foreman's rate, and the helpers yard helpers' 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) OVERTIME - REGULAR MEN: 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; 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.

OVERTIME - EXTRA MEN: Article 3, Section 8 of the FIVE DAY WORK WEEK AGREEMENT dated May 25, 1951, reproduced herebelow:





### Section 8

(1) Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

(2) Current overtime rules relating to extra yardmen are cancelled as of the effective date of this agreement and the following will apply:

Except as indicated below or 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, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

(a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph (b), shall not apply to employees paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(e) Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

Note (1): On railroads where a seniority board is in effect in cases where there is a man or men on such board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

Note (2): The adoption of this rule shall not affect any existing rule in

the schedule of any individual carrier relating to service performed on a succeeding trick when an employee's relief fails to report at the fixed starting time.

Note (3): On such roads as have an existing rule or practice differing from the rule of the December 12, 1947 Agreement, titled "OVERTIME RATE IN YARD SERVICE - EXTRA MEN", and providing for pay at time and one-half, without exception, to extra yard men performing a second tour of duty in a 24-hour period, the Employees' Committee may elect to retain the existing rule or practice in lieu of this rule.

(3) Employees worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

- (a) Where days off are being accumulated under Section 4 of this Article 3;
- (b) When changing off where it is the practice to work alternately days and nights for certain periods;
- (c) When working through two shifts to change off;
- (d) Where exercising seniority rights from one assignment to another;
- (e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (3).

(4) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (3) of this Section 8, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (3) of this Section 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this Article 3.

(5) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article 3, nor shall service under two agreements be combined in any manner in the application of this Article 3.

#### 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.

### 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.

March 13, 1911, Conference Committee of Managers rules on Case No. 1, IHB 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.

#### 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 4 1/2 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.

#### 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 4 1/2 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.

Chicago, Illinois, July 26, 1944

Mr. C. C. Kitts, General Chairman, BRT      February 16, 1949

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.

/s/ R.H. McGraw, General Manager, IHB Railroad  
/s/ C.C. Kitts, General Chairman, BRT

MEMORANDUM OF AGREEMENT BETWEEN  
THE INDIANA HARBOR BELT RAILROAD AND ITS EMPLOYEES  
REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN  
WITH RESPECT TO LUNCH PERIOD.

It is agreed and understood effective July 1, 1962:

(a) That in the application of the "Memorandum of Understanding Concerning the Meal Period for Yardmen" dated July 26, 1944, and the letter of February 16, 1949, that they will apply only to Outer Belt Transfer Crews.

(b) All other yardmen will be accorded their lunch period during the time specified in paragraph (a) of Article V, and if put into lunch beyond the time so specified in Article V (a), will be given a lunch period as soon as possible thereafter and be paid twenty (20) minutes at the straight time rate of pay.

(c) The payment for a second lunch period in instances where yardmen referred to in paragraph (b) are on duty eleven hours or more will be paid twenty minutes at the overtime rate of pay in lieu of such second meal period.

The foregoing will not have the effect of changing any practices or understandings with regard to lunch periods presently applied to crews in Outer Belt Service.

This agreement shall remain in effect until modified, changed, or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 28th day of June, 1962.

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).

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.

(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.

Mr. Charles Luna, President, BRT New York, N. Y. January 29, 1965

This refers to our recent discussions with you concerning crew consist in states comprising the eastern territory and particularly the necessity in the interest of the railroads, their employees and the public, for repeal of the so-called full crew laws.

During our discussion you indicated there was an area subject to agreement that would provide protection for the employees you represent and thereby eliminate your opposition to repeal of existing full crew laws. In line with this discussion and on behalf of the eastern railroads that are shown on the attached sheet designated as Attachment "A", we offer the following:

1. On all railroads, parties to this Agreement, the provisions of the Award of Arbitration Board 282 will continue to be applicable, including decisions of special boards of adjustments and agreements between the parties arising under the Award's provisions, until the specified termination date of the Award (January 25, 1966), except in states having so-called full crew laws in effect and the ground road and yard crew consist provisions of which may be

repealed prior to the January 25, 1966 termination date. In the event the ground road and yard crew consist provision of the full crew law is repealed in one or more of the states presently having such laws, in which one or more of the carriers, parties to this Agreement operate, the provisions of this Agreement shall become effective in that state coincident with such repeal or on and after January 25, 1966, whichever date is earlier.

2. On and after January 25, 1966 (or on and after the earlier effective date in a particular state resulting from the repeal of the ground road and yard crew consist portion of the full crew laws in such states having such laws), a rule shall be inserted in the respective agreements between the parties to this Agreement applying to ground road and yard service employees which will provide for a crew consist on all ground road and yard crews in all classes of road and yard service of not less than a conductor (foreman) and two (2) trainmen (helpers), including assistant conductors, ticket collectors, baggagemen, brakemen, and flagmen; provided, however, that on railroads which had established crew arrangements prior to January 25, 1964, which permitted crews to be operated with less than two (2) trainmen (helpers), such crew arrangements shall remain in effect subject to change in accordance with the provisions of paragraph 6 hereof. The aforementioned crew consist rule shall not apply to self-propelled devices, light engine, helper, and exchange engine movements, which shall be manned in accordance with existing agreements in effect with the organization signatory hereto.

3. In any case in which the carrier has called or filled a crew in accordance with the foregoing paragraph and the consist of such crew falls below the prescribed minimum by reason of the failure of a crew member to report, or by being separated from the crew after reporting, such crew will function in accordance with existing rules.

4. The carriers shall have the right to discontinue the use of trainmen in excess of the minimum crew consist established by paragraph 2, except that the carriers will comply with the provisions of agreements or full crew laws in effect on the date of this Agreement with respect to the employment of trainmen in excess of the minimum crew consist provided by paragraph 2 so long as it is necessary to do so in order to provide employment for trainmen with seniority dates prior to January 25, 1964, who were not in a furlough status on that date and for whom no other employment in train service on their seniority district is available at his governing terminal (home or away from home as the case may be).

5. Upon acceptance of this Agreement the Brotherhood of Railroad Trainmen will immediately withdraw all opposition to repeal of existing statutory and regulatory minimum crew requirements and from participation in any litigation concerning the legality of such requirements in the states covered by this Agreement. Further, the Brotherhood will not institute or support the adoption of any new minimum crew consist laws or regulations in the states covered by this Agreement while this Agreement is in effect.

6. This Agreement will continue in effect until January 1, 1970, and thereafter until changed in accordance with the provisions of the Railway Labor Act, as amended.

If you are in accord with the foregoing, please indicate your acceptance by affixing your signature in the space provided below.

/s/ A.E. Perlman, President, NYC Railroad  
/s/ Stuart T. Saunders, Chairman of the Board, Pennsylvania Railroad  
/s/ Wm. White, Chairman, Erie-Lackawanna Railroad

Accepted: /s/ Charles Luna, President, BRT

NOTE: In application of paragraph 3 of the letter to Mr. C. Luna dated January 29, 1965 on the IHB Railroad it is understood that crews may be worked short of the prescribed minimum in cases where one member of the crew has been taken to a hospital, clinic, or doctor's office for examination or treatment of minor injuries or by reason of the failure of a crew member to report, with the understanding that another crew member will be called immediately at such time as the Carrier is made aware that the absent crew member will not be available for further service on that tour of duty.

In cases where a crew member, voluntarily or otherwise, terminates his tour of duty after reporting it is understood that a replacement crew member will be called immediately, will report as quickly as possible and during the interval the crew may be worked short of the prescribed minimum.

A replacement crew member need not be called and a crew may be worked short of the prescribed minimum if there is less than two (2) hours time remaining to complete that assignment's tour of duty.

It is understood that no replacement need be called in any event where a crew is not required to perform any further work on that tour of duty.

#### 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.

NOTE: The sixteen (16) hour limitation was modified by Public Law 91-169, December 26, 1969 to fourteen (14) hours and, under the same law, to twelve (12) hours effective December 26, 1971.

#### ARTICLE IX

##### 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.

TO THE RAILROADS, MEMBERS  
OF THE CHICAGO SWITCHING AGREEMENT, BRT

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."

/s/ A. P. Titus, Chairman

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 Chairmen 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 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.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE  
BROTHERHOOD OF RAILROAD TRAINMEN PROVIDING FOR RETIRE-  
MENT OF EMPLOYEES COMING WITHIN THE SCOPE OF AGREEMENTS  
BETWEEN THE PARTIES

IT IS AGREED:

1. (a) Seniority rights acquired under the rules and working conditions agreements between the parties signatory hereto shall terminate as of July 1, 1962, for an employee who shall have attained the age of 70 on or before June 30, 1962; for an employee who attains the age of 70 years during the months of July to December, both inclusive, 1962, such seniority shall terminate on the last day of the calendar month in which such employee attains the age of 70 years.

(b) Seniority rights acquired under the rules and working conditions agreements between the parties signatory hereto shall terminate as of January 1, 1963 for an employee who has attained the age of 65 years on or before December 31, 1962.

(c) Seniority rights acquired under the rules and working conditions agreements between the parties signatory hereto for an employee who attains the age of 65 years on or after January 1, 1963 shall terminate on the last day of the calendar month in which such employee attains the age of 65 years.

2. In the application of paragraphs 1(a) to (c), both inclusive, Carrier's records as to the date of the employee's birth will be considered correct, final, and binding.

3. After the seniority of an employee has terminated as provided in paragraph 1 above, his name shall be removed from the seniority roster or rosters provided for by said rules and working conditions agreements.

4. After the seniority of an employee has terminated as provided in paragraph 1 above, such person shall not be permitted to work or be re-employed by the Carrier in service coming under the rules and working conditions agreements between the parties signatory hereto, except in an emergency, and then only when the parties hereto shall mutually agree upon such re-employment.

5. Neither this agreement, nor any provisions contained herein nor any application thereof, shall be considered or used as a basis for any time or money claim against the Carrier.

6. Employees who have qualified for vacation or vacations under an applicable vacation agreement and who are required to retire under the provisions of this agreement or who elect to retire under the provisions of the Railroad Retirement Act may, at their option, accept payment in lieu thereof, and such vacation pay will be included in the employee's last pay draft provided the employee advises the Carrier sufficiently in advance of his retirement and submits time slip(s) therefor in time to permit such payment to be included in his last pay draft.

This agreement shall become effective April 16, 1962 and shall remain in effect thereafter until amended, revised, or cancelled, in accordance with the provisions of the Railway Labor Act, as amended.



Signed at Hammond, Indiana, this 16th day of April, 1962.

#### 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.

NOTE: The above is applicable on the IHB Railroad except as modified by the Time Limit For Handling Claims Agreement in effect which is as follows;

AGREEMENT ENTERED INTO AT GIBSON, INDIANA, THIS 18th DAY OF MAY, 1960 BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN IN RE TIME LIMITS FOR HANDLING CLAIMS

IT IS AGREED:

All claims or grievances arising on and after June 1, 1960 shall be handled as follows:

(a) All time claims or grievances must be presented in writing by the employee involved or his authorized representative on behalf of the employee, to the officer of the company authorized to receive same, within thirty (30) days from the date of the occurrence on which the claim or grievance is based. Should any such time claim or grievance be disallowed, the carrier shall, within thirty (30) days from the date same is filed, notify the employee or his representative in writing of the reasons for such disallowance. If not so notified, the time claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar time claims or grievances.

(b) If a disallowed time claim or grievance is to be appealed to the Superintendent, such appeal must be made in writing to the Superintendent within ninety (90) days from receipt of notice of disallowance. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar time claims or grievances.

(c) When an appealed time claim or grievance is disallowed by the Superintendent such disallowance must be in writing within ninety (90) days of receipt of appeal otherwise the claim will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims.

(d) If a time claim or grievance disallowed by the Superintendent is to be appealed to the highest officer designated by the carrier to handle such time claims or grievances, such appeal must be made in writing within sixty (60) days of the date of the disallowance by the Superintendent; otherwise the claim or grievance shall be deemed abandoned and barred but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar time claims or grievances.

(e) When an appealed time claim or grievance is disallowed by the highest officer designated by the carrier to handle such claims or grievances such disallowance must be in writing within sixty (60) days of receipt of appeal, otherwise the claim will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims.

(f) Decision by the highest officer designated to handle time claims or grievances shall be final and binding unless within six months after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All time claims or grievances involved in a decision of the highest officer shall be barred unless within one year from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

(g) With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for the time lost shall be sufficient.

(h) The time limits herein established do not apply to personal injury cases as this matter is not subject to the collective bargaining procedures, nor do they apply to discipline cases which involve a plea for leniency, or to discipline cases which do not involve a claim for reimbursement for wages or time lost. Claims filed in connection with the vacation agreement effective July 1, 1949 will be handled in accordance with the provisions of that agreement.

(i) This agreement recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

NOTE: The provisions of this agreement shall not bar an individual from progressing his own case only. However, if at any stage of handling on the property, the individual desires assistance, such assistance must be rendered only by a duly accredited representative of the organization holding the contract, and further, any case an individual may handle in his own behalf must be handled under the agreements, rules, interpretations, etc., of the parties signatory to this agreement. Any settlements or decisions in connection with disputes or matters arising under the labor agreements between the parties hereto, made with individuals will not be binding upon the organization or the carrier in any future negotiations, or be considered as an interpretation of agreements in effect.

This agreement will become effective June 1, 1960 and supersedes the agreement entered into at Gibson, Indiana, April 30, 1957 between the Indiana Harbor Belt Railroad and its employees represented by the Brotherhood of Railroad Trainmen and shall continue in effect thereafter subject to the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 18th day of May, 1960.

Mr. H. E. Howard, General Chairman, BRT

May 19, 1960

With respect to the Time Limit on Claims agreements signed at Gibson, Indiana, May 18, 1960.

In connection with the initial filing and handling of time claims, it is agreed that claims can be filed for an available man or an available crew. This is generally understood to be the man or crew who was first out at midnight, that is, at 12:01 a. m. of the date following date of claim.

In the event such a claim is filed, it may be filed by the authorized representative on behalf of the employee(s), and the authorized representative will ascertain the name(s) of the claimant(s) from the proper designated carrier representative.

The names are to be checked initially by the Trainmaster for the purpose of making any correction. After this check has been made and the claimant(s) determined, no further change(s) will be made in the name(s) of the claimant(s).

It is also to be understood that claims of this type must carry some identification that the claim is filed "for an available man (or crew)."

/s/ A. F. Liesenfelt

CC Mr. Walter E. Grady, Deputy President, BRT

#### VOUCHER FOR OMITTED TIME

(b) Yardmen 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 cabooses. A yard crew shall be permitted to switch the caboose 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.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE  
BROTHERHOOD OF RAILROAD TRAINMEN, WITH RESPECT TO THE  
HANDLING OF CABOOSES BY OUTER BELT TRANSFER CREWS

It is agreed and understood effective June 10, 1960:

1. That where yard engines are employed and on duty and a transfer crew cabooses its own train and subsequently does not operate the train, an allowance of thirty (30) minutes at the straight time rate of pay will be paid the transfer crew, except if the reason for not operating the train may be because of -- and as examples only -- a wreck or derailment, broken train line or Interstate Commerce Commission inspection which prevents the operation of the train.

This agreement shall remain in effect until modified, changed, or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 10th day of June, 1960.

ARTICLE XIX

EQUIPMENT OF ENGINES IN YARD SERVICE

The provisions of this Article were abrogated by the March 5, 1975

Agreement which reads as follows:

"SECTION 1. All engines assigned to switching service on the Indiana Harbor Belt Railroad shall be equipped in accordance with the rules and regulations as set forth under Federal Railroad Administration, Department of Transportation, Railroad Safety Appliance Standards."

#### ARTICLE XX

##### CHAINING CARS, COUPLING AND UNCOUPLING HOSE

Mr. L. M. Lawrence, General Chairman, BRT

August 21, 1951

Referring to the agreement of May 25, 1951 between certain Carriers including this Carrier and the Brotherhood of Railroad Trainmen whereby the parties agreed to arbitrate the dispute between them with respect to

1. Coupling and uncoupling air, signal and steam hose
2. More than one class of Road Service

and Article 3 of that agreement reading as follows:

"The decision of the referee shall be final and binding on the parties, and shall become effective thirty (30) days from the expiration of the date the referee notifies the carrier and employee committees of his decision, and each carrier shall make its election within such period in accordance with the saving clause provisions of the proposed rules."

The Referee did notify the Carrier and Employees' Committees of his decision on August 1, 1951 and the Referee Award with respect to the air, signal and steam hose dispute is as follows:

"A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding dated May 25, 1951 which should read as follows: 'Rules, agreements, interpretations, or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam and signal hose, shall be modified so that there will be no prohibitions or restrictions on yardmen performing such work and no payment therefor will be made but where rules, agreement, interpretations, or practices require payment to yardmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for the payment of only 95 cents.

'Individual carriers may elect to accept this rule or retain their present rules or practices without modification, by so notifying their General Chairman prior to September 1, 1951, and if accepted the date of such notification shall become the effective date.'"

This Carrier elects to accept the Award of the Referee dated August 1, 1951 and in accordance there with the rules with respect to coupling and uncoupling air, signal and steam hose in the agreements between this Carrier and the Brotherhood of Railroad Trainmen will be changed effective September 1, 1951 to read as follows:

Article XX(a) of the Chicago Switching District Yardmen's Agreement known as the Chicago Memorandum of Agreement effective January 2, 1920 and interpretations thereto will be changed effective September 1, 1951 to read:

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

There will be no prohibitions or restrictions on Yardmen for coupling or uncoupling air, steam and signal hose and no payment therefor will be made except as hereinafter provided:

The Supplemental Agreement between this Carrier and the Brotherhood of Railroad Trainmen dated February 5, 1948 with respect to coupling or uncoupling air hose will be changed effective September 1, 1951 to read as follows:

(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 only 95 cents regardless of which member of the crew does the work, but payment of only 95 cents 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 except when yardmen are directed by the Yardmaster to perform the work:

Lake Front Yard	South Chicago Yard
Inland Steel Plant No. 1 Yard,	Blue Island Yard
Indiana Harbor	Argo Yard
Pere Marquette Yard, Indiana	Kenwood Yard
Harbor	McCook A. T. & S. F. Interchange
Michigan Avenue Yard	Bellwood Yard
Gibson Transfer Yard	Norpaul Yard and Yards of Foreign Line Railroads where IHB
Gibson City Yard	Yardmen are not now doing the
Calumet City Yard	work.
Calumet Park Yard	
Irondale 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 shall apply on all tracks and in all yards.

(f) This agreement supersedes the agreement of February 5, 1948 and will become effective on September 1, 1951 and remain in effect until changed under procedure of the Railway Labor Act as amended.

\*\*\* (More Than One Class of Road Service Award language omitted here) \*\*\*

Inasmuch as we have no road service on this property, the Carrier elects not to take the Award rule covering More Than One Class of Road Service but will retain what it now has in the present schedules.

Will you please acknowledge receipt.

/s/ R.H. McGraw, General Manager

#### 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.

Mr. L. M. Lawrence, General Chairman, BRT

April 19, 1954

I am agreeable, effective April 10, 1954, to paying the 95 cent allowance for coupling air hose on the interchange tracks with the C&NW Ry. between 25th Avenue and the Junction at Melrose.

It is understood, of course, that the allowance is to be paid to each member of the crew only once in the event the work outlined under the so-called air hose agreement is performed more than once during the course of the day's work.

If satisfactory, please sign and return one copy of this letter which is forwarded you herewith in duplicate.

/s/ L.T. Schmidt, Superintendent

/s/ L.M. Lawrence, General Chairman, BRT

#### ARTICLE XXI

#### CHARGES BY YARDMEN

(a) When objections or charges are made against any yardman or switch-tender 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 BRT 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 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 yardmen or switchtenders 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 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.

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

#### ARTICLE XXII

##### EMPLOYMENT - EXPERIENCED MEN

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



ARTICLE XXIII

ELECTRIC LANTERNS

NEW YORK CENTRAL SYSTEM

TO: BRT and G. F. Miller, General Chairman  
and Richard Abram, Chairman, Illinois State Legislative Board

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 employee's employment for any reason whatsoever, the Company will return said deposit, without any interest, to said employee or his representative in the event of death or incapacity upon the return of said lantern in such condition as it would be in the ordinary use thereof by said employee.

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 employee; and in the case of the death of said employee 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 employee 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.

For the IHB Railroad: T. W. Evans, Vice President

Accepted by: G. F. Miller, General Chairman, BRT  
Richard Abram, Chairman Illinois State Legislative Board

#### ARTICLE XXIV

#### DRINKING WATER

Chicago, Illinois, June 13, 1945

Mr. C. C. Kitts, General Chairman, BRT

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 NYC 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.

/s/ T. L. Green, General Manager

Accepted for the Yardmen

/s/ E. C. Smith )

/s/ H. K. Ames ) General Committee of the BRT

/s/ Guy Dunfee )

/s/ C. C. Kitts, General Chairman, BRT

ARTICLE XXV

REDUCTION IN FORCE

Mr. F. G. Swafford

August 9, 1923

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.

/s/ J. W. Smith

CC M. T. J. Cole

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

Mr. J. W. Smith, General Manager, IHB Blue Island, IL, August 17, 1924

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.

/s/ T. J. Cole, General Chairman, BRT

ARTICLE XXVI

EXTRA YARDMASTER WORK

Mr. G. F. Miller, General Chairman, BRT

July 20, 1937

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

Effective July 1, 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.

/s/ W. J. O'Brien, General Manager

Mr. C. C. Kitts, General Chairman, BRT

March 22, 1943

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.

/s/ C. F. Wiegele, Assistant General Manager

Accepted: /s/ C. C. Kitts, General Chairman, BRT

Messrs: M. M. Bell, R. E. Pfeifer, C. A. Deppen Gibson, IN, Feb. 3, 1945

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 Gen-

eral 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.

/s/ L. W. Payne, Superintendent

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN, THE RAILROAD YARDMASTERS OF NORTH AMERICA, INC., AND THE INDIANA HARBOR BELT RAILROAD COMPANY, WITH RESPECT TO THE WORK WEEK OF EMPLOYEES WORKING BOTH AS YARDMAN AND YARDMASTER

WHEREAS, the labor organizations, parties to this agreement, have requested that an understanding be arrived at with respect to only limiting the work opportunities of an employee; the purpose of this agreement is to restrict, subject to exception stated herein, an employee in combination service of Yardmaster and Yardman to a total of five straight time days per work week in said combination of services at Gibson or Blue Island and twenty-two straight time days per week period in said combination of services at Argo or Norpaul.

It is not the purpose or intent of this understanding that there be a combination of the schedules or rules or working agreements of these two organizations.

IT IS AGREED:

In the filling of temporary yardmaster vacancies, the senior available unassigned yardmaster who has not made the starts as a yardman or yardmaster or combination thereof in his work period as a yardman (five straight time days at Gibson or Blue Island and twenty-two straight time days at Argo or Norpaul) will be called for temporary yardmaster vacancies in accordance with the employee's standing as an unassigned yardmaster or in the absence of available unassigned yardmasters the senior extra yardmaster as shown on the list of yardmen who desire to perform extra yardmaster service.

With respect to an employee who has worked a combination of service as yardman and as yardmaster during his work week or work period -

As an example only: Gibson and Blue Island

3 straight time days as yardman and 2 straight time days as yardmaster, or

4 straight time days as yardman and 1 straight time day as yardmaster

Argo and Norpaul

15 straight time days as yardman and 7 straight time days as yardmaster, or

10 straight time days as yardmaster and 12 straight time days as yardman

such employee will not be permitted to work as a yardman or yardmaster on the sixth and/or seventh day at Gibson or Blue Island or after 22 starts at Argo or Norpaul, except from the "available board" and, in the event such employee is required for service, he will be called from the available board in the order of his standing as an unassigned yardmaster or his standing as shown on the list of yardmen desiring to perform extra yardmaster service.

An employee working a combination of service as yardman and yardmaster, will be compensated and governed as provided for in the agreement under which the service is performed; that is yardmasters' agreement will be applicable for service performed as a yardmaster, and the yardmen's agreement will be applicable for service performed as a yardman. Service will be paid for at the straight time rate of pay until the employee involved has complied with the full requirements with respect to eligibility for payment of the penalty rate as provided for in the respective agreement covering the class or craft in which the service is performed.

In the event an employee lays off during his work week or work period, or in the event a job is cancelled or abolished during an employee's work week or work period, the status of such employee will be handled in accordance with the provisions of the local understandings in effect covering the class or craft in the seniority district where employed.

It is understood that in the application of the above job opportunity agreement, the Carrier will not be put to or assume any expense.

The above job opportunity arrangement will become effective October 1, 1962, and will be for a trial period of ninety days, and should it prove satisfactory to all the parties, it will be made permanent after the ninety day trial period and thereafter subject to revision or cancellation as provided for in the Railway Labor Act, as amended.

Signed at Gibson, Indiana this 25th day of September, 1962.

SUPPLEMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN, THE RAILROAD YARDMASTERS OF NORTH AMERICA, INC., AND THE INDIANA HARBOR BELT RAILROAD COMPANY, WITH RESPECT TO THE WORK WEEK OF EMPLOYEES WORKING BOTH AS YARDMAN AND YARDMASTER

IT IS AGREED that effective December 15, 1962, the provisions of the agreement signed at Gibson, Indiana, on September 25, 1962, providing for the limitation of work opportunities of employees who work both as a yardman and yardmaster, will be applied at Blue Island in connection with the twenty-two starts arrangement at that point, the same as is outlined in the agreement with

respect to Argo and Norpaul Seniority Districts..

The reference thereto with respect to the Five-Day Work Week at Blue Island is considered out of force.

This Supplement to Memorandum of Understanding dated September 25, 1962 shall remain in effect only so long as the provisions of the Memorandum of Understanding of September 25, 1962 are in effect. Should the Memorandum of September 25, 1962 be cancelled or abrogated, this Supplement is automatically cancelled or abrogated as of the same time.

Signed at Gibson, Indiana, this 23rd day of November, 1962.

#### ARTICLE XXVII

#### 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.

Chicago, Illinois, April 5, 1943

ARTICLE XXVIII

FOREMEN VACANCIES

See letter dated December 10, 1946 on page 61, also letter dated April 24, 1948 on page 61. 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 Section 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.

Gibson, Indiana, November 25, 1946

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 MAINTENANCE  
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 MAINTENANCE  
OF WAY ROADWAY EQUIPMENT BEYOND THE CONFINES OF  
THE GIBSON AND BLUE ISLAND SENIORITY DISTRICTS

(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

#### ARTICLE XXX

#### WRECKING CRANE

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

#### ARTICLE XXXI

##### 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 RAILROAD 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.

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.

Chicago, Illinois, March 3, 1943

#### ARTICLE XXXII

##### ADDING DUTIES

Mr. C. C. Kitts, General Chairman, BRT

September 27, 1943

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.

/s/ T. L. Green, General Manager

Accepted: /s/ C. C. Kitts, Chairman, General Committee, BRT

#### ARTICLE XXXIII

#### MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN COVERING NOTICES TO YARDMEN WITH RESPECT TO THE CANCELLATION OF THEIR JOBS

#### IT IS AGREED:

That a three-hour notice will be given the Yardmen affected in the event a job is cancelled. If less than three 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 three 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 12:01 a. m., October 15, 1950, 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.

Gibson, Indiana, October 2, 1950

#### ARTICLE XXXIV

#### MEMORANDUM OF AGREEMENT FOR THE PURPOSE OF ESTABLISHING A UNION SHOP

THIS AGREEMENT, made this 1st day of February, 1952 by and between Indiana Harbor Belt Railroad (hereinafter referred to as the "Carrier") and the employees of the Carrier represented by the Brotherhood of Railroad Trainmen (hereinafter referred to as the "Brotherhood").

#### WITNESSETH:

1. Subject to the terms and conditions hereinafter set forth, all employees of the Carrier in the general classes of Yard Foremen and Yard Helpers, (including Switchtenders and Car Retarder Operators) who are represented by the Brotherhood and embraced by the respective agreements between the parties hereto, shall, as a condition of their continued employment, be members of the Brotherhood.

2. Employees shall acquire membership in the Brotherhood within sixty

calendar days of the date on which they first perform compensated service in the classes described in Section 1 hereof under the provisions of the respective agreements, or within sixty calendar days of the effective date of this agreement, whichever is later, and shall retain such membership during the time they are employed in such classes or during the time this agreement remains in effect, except as otherwise provided herein.

3. (a) The requirements of membership specified in this agreement shall be satisfied if employees in classes described in Section 1 hereof shall hold or acquire membership in any one of the labor organizations other than the Brotherhood, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employees in classes described in Section 1 hereof; provided, however, that nothing contained in this agreement shall prevent any employee from changing membership from one organization to another organization admitting to membership employees in the classes described in Section 1 hereof. The intent of this section is that an employee assigned to service coming under this agreement on the effective date thereof, who does not on such date belong to any of the organizations national in scope accepting membership of such classes of employees shall within sixty days join the organization that holds the contract on this property to cover employees in that class of service.

(b) Employees furloughed to serve in the Armed Forces shall acquire union membership as provided for herein within sixty calendar days of the date on which they first perform compensated service following resumption of employment. This subparagraph (b) shall not apply to employees released to perform short tours of military training duty.

4. When employees in classes described in Section 1 are regularly assigned to official or subordinate official positions or are regularly transferred to classes other than described in Section 1, they will not be compelled to maintain membership as provided in this agreement but may do so at their own option.

"Employees covered by Section 1 of this agreement who are furloughed because of reduction in force, or who are absent on account of injury, sickness, or disability, for more than 30 continuous days under circumstances where they continue to accumulate seniority under the provisions of the general schedule working agreements, will not have such seniority terminated by reason of any of the terms of this agreement provided that upon resumption of employment they comply with the membership of this agreement within 30 days, the word 'membership' as here used means membership in good standing." (Paragraph added by 3-10-62 Letter of Agreement)

5. Nothing in this agreement shall require an employee to become or remain a member of the Brotherhood if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees, and assessments referred to herein mean indebtedness accruing for these items following the effective date of this agreement.

6. The Brotherhood will keep account of employees in classes described in Section 1, and will independently ascertain the status of such employees

under the membership requirements of this agreement. The Superintendent shall furnish to the accredited representative of the Brotherhood within ten calendar days from date of employment the names and addresses of all employees entering the service in classes described in Section 1 after the effective date of this agreement.

7. (a) The Brotherhood will notify the Carrier in writing the identity of any employee whose employment under the respective agreements between the parties hereto it requests be terminated by reason of failure to comply with the terms of this agreement. Upon receipt of such notice and request, the Carrier will, as promptly as possible but within ten calendar days of such receipt, notify the employee concerned in writing by registered mail to his last known address, or receipted personal delivery, that he is charged with failure to comply with the terms of this agreement. Copy of such notice shall be given to the Brotherhood. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten calendar days from the date of such notice, request the Carrier in writing to accord him a hearing. Such request shall be honored by the Carrier and date set for hearing as soon as possible, but within ten calendar days of the date of receipt of request therefor. Copy of notice of such hearing shall be given to the Brotherhood. The receipt by the Carrier of a request for a hearing shall operate to stay action on the request of the Brotherhood for termination of employment until the hearing is held and the final decision on the property is rendered. In the event the employee concerned fails to request a hearing as provided for herein, unless the Carrier and the Brotherhood agree otherwise in writing, the Carrier shall proceed to terminate his employment under the applicable agreements between the parties hereto at the end of a period of thirty calendar days from receipt of the request from the Brotherhood.

(b) The Carrier shall determine on the basis of evidence produced at the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within five calendar days of the hearing date and the employee and the Brotherhood shall be promptly advised thereof. A transcript of the record at such hearing shall be made, and a copy thereof shall be furnished to the Brotherhood. If the decision is that the employee has not complied with the terms of this agreement, unless the Carrier and the Brotherhood agree otherwise in writing, his employment in classes described in Section 1 hereof shall be terminated within ten calendar days of the date of said decision. If the decision of the Carrier is not satisfactory to the employee or to the Brotherhood it may be appealed in writing directly to the highest officer of the Carrier designated to handle appeals. Such appeal shall be taken within nine calendar days of the date of decision appealed from, and the decision on such appeal shall be rendered within twenty calendar days of the date the appeal is taken. The decision by the highest officer of the Carrier designated to handle appeals shall be final and binding unless within thirty calendar days thereafter the Carrier is notified in writing that the decision is unsatisfactory and in such event the dispute may be submitted to a tribunal having jurisdiction thereof within six months of the date of such decision. The accredited representative of the Brotherhood shall have the right to be present at and participate in any hearing conducted pursuant to this or any other union shop agreement which involves a member of the Brotherhood.

(c) Discipline rules contained in existing agreements between the Carrier and the Brotherhood will not apply to cases arising under this agreement.

8. Neither this agreement, nor any provision contained herein, shall be used as a basis for time or money claims against the Carrier.

9. The check-off of union dues notice filed with the Carrier by the Brotherhood shall be subject to further negotiations between the parties hereto.

10. This agreement shall become effective on February 15, 1952, 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, February 1, 1952

#### ARTICLE XXXV

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY (HEREINAFTER REFERRED TO AS THE CARRIER) AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION(T) (HEREINAFTER REFERRED TO AS THE UTU(T)) WITH RESPECT TO A UNION DUES DEDUCTION AGREEMENT IN CONFORMITY WITH ARTICLE II OF THE APRIL 27, 1973 UTU NATIONAL AGREEMENT

#### IT IS AGREED:

1. In accordance with and subject to the terms and conditions hereinafter set forth, the Carrier will withhold and deduct from wages due employees represented by the UTU(T) amounts equal to periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the UTU(T) a written assignment, in the manner and form hereafter provided, of such membership dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocations of assignment shall be on the form specified in Attachment "B" hereto, and both the assignment and revocation of assignment forms shall be reproduced and furnished as necessary by the UTU(T) without cost to the Carrier. The UTU(T) shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Carrier. Assignment and revocation of assignment forms shall be delivered with the deduction list hereinafter provided for, to the Carrier not later than the first of the month in which the deduction or termination of deduction is to become effective. Dues deduction assignments currently in effect need not be re-executed and may be continued in effect subject to the terms and conditions of this agreement.

3. Deductions as provided for herein will be made by the Carrier in accordance with a deduction list furnished it by the UTU(T) on forms as agreed to between the parties hereto. Such list shall be furnished to the Carrier separately for each payroll abstract. Thereafter, a list containing any additions or deletions of names, or changes in amounts (these changes shall not be made



less than once every three months) shall be furnished to the Carrier on or before the first of the month in which the deductions listed thereon are to become effective. The employees whose names are contained in such lists shall in all cases be employees who have executed wage assignments as herein provided, which assignments have been delivered to the Carrier and are unrevoked on the date the list is delivered.

4. Deductions as provided for herein will be made monthly by the Carrier from wages due employees for the second pay period in each calendar month and the Carrier will pay, by draft, to the order of the UTU(T), the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said draft the Carrier shall forward to the UTU(T) a list setting forth deductions which are actually made.

5. No deductions will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this agreement, after first deducting any amounts which may have been authorized for the following purposes:

- (a) Taxes due various governments.
- (b) Railroad Retirement Board deductions.
- (c) Legal attachments and garnishments.
- (d) Amounts due the carrier.
- (e) Premiums on any life, sick and accident insurance or group annuities, as required.

6. In cases where no deduction is made from the wages of an employee in a particular payroll period due to insufficient funds or other reasons, the amounts not deducted shall not be added to the deduction lists for that employee for any subsequent payroll period.

7. Responsibility of the Carrier under this agreement shall be limited to remitting to the UTU(T) amounts actually deducted from the wages of employees pursuant to this agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the UTU(T), and any complaints against the Carrier in connection therewith shall be handled by the UTU(T) on behalf of the employee concerned.

8. Amounts deducted from the wages of employees in accordance with this agreement shall be included in a lump sum with other amounts, if any, reported under the heading "Deductions-Miscellaneous" on the stub attached to the employee's pay draft.

9. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Carrier and the UTU(T) shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this agreement.

10. The UTU(T) shall indemnify, defend, and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

11. The agreement between the parties signatory hereto dated October 29, 1952, effective December 1, 1952, with respect to a union dues deduction arrangement is hereby abrogated.

12. This agreement shall become effective on March 1, 1974 and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 28th day of February, 1974.

#### ARTICLE XXXVI

##### MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN CONCERNING THE MATTER OF OPENING AND CLOSING RAILROAD GATES AT INDUSTRIES

Whereas, it has been learned that there has been a loss of business to the railroad by reason of yardmen on occasion refusing to open or close railroad gates at industries, it is therefore understood and agreed as follows:

That crews delivering or pulling cars from industries or switching within industries will open and close gates as required by the industry and so doing will be considered a part of yardmen's duties.

This Memorandum of Understanding becomes effective September 13, 1951 and will continue in effect until changed or terminated as provided for by the Railway Labor Act as amended, but without being affected by the so-called "moratorium" of May 25, 1951.

Gibson, Indiana, September 13, 1951

#### ARTICLE XXXVII

##### MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE ESTABLISHMENT OF INTERCHANGE POINTS AS FOLLOWS:

It is understood that effective July 15, 1952:

1. The Pennsylvania Railroad will deliver to and receive cars from the Indiana Harbor Belt Railroad at Kenwood Yard. Pennsylvania crews handling these deliveries and pulls will move between Oakley Avenue or Morgan Street and Kenwood Yard (Elsdon).

2. The Indiana Harbor Belt Railroad will deliver such cars that are to move to Indiana Harbor, Indiana to the Pennsylvania Railroad at Riley Road, East Chicago, Indiana.

3. This Memorandum of Understanding does not affect other already established interchange points, except the Indiana Harbor Belt Railroad delivery to Riley Road, in lieu of Indiana Harbor.

4. In order to permit qualification of our train service employees to move on the Pennsylvania Railroad main tracks between Indiana Harbor and

Riley Road Yard, our crews will begin delivery at Riley Road on July 25, 1952.

5. No claims or liability against the Indiana Harbor Belt Railroad Company will be recognized because of the operations as outlined above.

This agreement will remain in effect until changed under procedure of the Railway Labor Act as amended.

Signed at Gibson this 25th day of July, 1952.

MEMORANDUM OF AGREEMENT BETWEEN INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN, BROTHERHOOD OF LOCOMOTIVE ENGINEERS, AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS, CONCERNING THE HANDLING OF INTERCHANGE TRAFFIC BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE INDIANA HARBOR BELT RAILROAD COMPANY

As it will be necessary for the Indiana Harbor Belt Railroad Company to designate the point of delivery covering traffic for movement via the Indiana Harbor Belt Railroad from the Chicago and North Western Railway, effective March 1, 1954, under an arrangement which will be different from that now prevailing, it is agreed that:

1. Business from the C&NW Ry. for movement via the IHB R. R. now being pulled from the C&NW Proviso Yard in trains by IHB crews will be delivered to the IHB by C&NW crews on either one or both of the two tracks located on the IHB R. R. in their Norpaul District between 25th Avenue and the junction at Melrose, which tracks are known as the C&NW Lead track and the Middle Lead.

It is understood that when the capacity of the two tracks referred to is insufficient to accommodate cars received in interchange, or for other operating reasons, other available tracks in the Norpaul Yard may be used for the receipt of this traffic. Business delivered on these tracks will be moved therefrom by IHB crews.

2. The present method of delivering so-called IHB local traffic from the C&NW Proviso Yard to the Norpaul Yard by C&NW crews will remain unchanged.

3. The present arrangement whereby IHB crews deliver all of their Proviso traffic to Proviso Yard will be continued in the same manner as now obtains.

4. The present arrangement whereby IHB crews deliver IHB traffic for the C&NW Ry. Co. 40th Street District to the C&NW Ry. Co. at their 40th Street Yard will be continued.

5. Traffic from the C&NW Ry. Co. 40th Street Yard may be delivered to the IHB on the interchange tracks known as the C&NW Lead and the Middle Lead in the Norpaul District or to the Norpaul Yard proper.

This agreement shall be effective as of March 1, 1954 and shall remain in effect thereafter until changed or terminated in accordance with the provisions of the Railway Labor Act as amended.

Signed at Gibson, Indiana, this 11th day of February, 1954.

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.

#### ARTICLE XXXIX

##### MEDIATION AGREEMENT - CASE NOS. A-8341 AND A-7994

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION(T) AND (E) WITH RESPECT TO THE MAINTENANCE OF A CREW BOARD OR SIMILAR SYSTEM AT NORPAUL, ARGO, BLUE ISLAND, AND GIBSON

#### IT IS AGREED:

1. The Gibson Tag Board Agreement dated January 15, 1959 and supplements thereto are not affected by this Agreement.
2. The Carrier will maintain a crew board or a similar system at Norpaul for the purpose of supplying information to yardmen and enginemen at this location. A crew board or similar system will be maintained at Argo for the purpose of supplying information to yardmen at this location.
3. The aforementioned boards presently will be maintained by the operator-switchtender located at Norpaul and Argo in connection with the information furnished currently by the crew dispatcher's records from the consolidated crew board facility at Gibson.
4. If at any time, in the opinion of the Carrier, it becomes infeasible for the operator-switchtender at either Norpaul or Argo to maintain the board at either of these locations, and a similar system is not available, the Carrier will provide personnel to perform the necessary functions to maintain such

board or boards.

5. Accordingly, the Carrier may at its discretion, perform the crew dispatching functions of the Norpaul-Argo yardmen and enginemen from either Gibson, Blue Island, Argo, or Norpaul.

6. It is further understood that should the Carrier decide to move the crew dispatching functions of the yardmen and/or enginemen from the present location at Blue Island, a crew board or similar system will be maintained at that terminal for the purpose of supplying information to the aforementioned employees at this location.

NOTE: A "similar system" as referred to herein means a system which would give the employees at these locations the same visual information as provided for in this Agreement.

This Agreement shall become effective as of May 14, 1969, and shall remain in effect unless and until changed as provided in the amended Railway Labor Act.

#### ARTICLE XL

##### MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN AND THE INDIANA HARBOR BELT RAILROAD COMPANY WITH RESPECT TO SPLITTING VACATION PERIODS

###### IT IS AGREED:

1. That any yardman who fulfills the necessary requirements to qualify for a vacation of three (3) weeks, may, if he so elects, split such vacation into two (2) installments. In splitting a vacation of three (3) weeks, two (2) weeks must be taken at one period and one (1) week at a later period, or vice-versa.
2. That any yardman who fulfills the necessary requirements to qualify for a vacation of two (2) weeks, may, if he so elects, split such vacation into two (2) installments of one week each.
3. That the starting time of each of such split vacation periods must be at least sixty (60) days apart.
4. That requests for split vacations must be made at the time employee submits his choice for vacation period and after vacation assignments have been made no further changes in vacation schedules will be made.
5. That all vacation periods will begin on day following assigned rest days.
6. That the length of the vacation to which an employee may be entitled shall be based on an employee's status at the beginning of his first vacation period.

EXAMPLE: If a yardman's first week of vacation is scheduled for the first week in August and he will not complete fifteen years of service until November, he cannot expect an additional two weeks' vacation in November when he accumulates fifteen years of service. In other words, he would receive one week in August and one week in November.

7. Yardman will arrange to make layoff with crew dispatcher on last day worked prior to starting vacation.

This Memorandum of Understanding becomes effective January 1, 1956 and shall remain in effect until changed or cancelled as provided for in the Railway Labor Act as amended.

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

Signed at Gibson, Indiana this 22nd day of November, 1955.

#### ARTICLE XLI

MEMORANDUM OF UNDERSTANDING BETWEEN INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN WITH RESPECT TO APPLICATION OF ARTICLE IV - PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES - OF MEDIATION AGREEMENT SIGNED APRIL 5, 1957 AND EFFECTIVE NOVEMBER 1, 1957

It is understood for the purposes of applying the National Holiday Agreement that:

A regularly assigned employee is an employee who has no rights as an extra man. This will place in the category of an extra man, any man who cannot by the exercise of his seniority bid for, assign himself to, and work an assignment on any given day including the day prior to a holiday, a holiday, or a day following a holiday.

QUESTION - In the event a regularly assigned employee is "bumped" and is unable in the exercise of his seniority to work on a job having a later starting time than the time he was notified he was bumped on either his work day before the holiday or the holiday (the holiday falling on a work day of his work week) or his work day following the holiday, is such an employee entitled to holiday pay?

ANSWER - If the employee has otherwise qualified, yes, because after having been bumped, he has made himself available but because of insufficient seniority to assign himself to another regular job he should be paid the holiday pay. However, in the event the employee does not exercise his right to bump and elects to "lay on the bump board" that employee is not entitled to holiday pay.

QUESTION - If a job is cancelled on the holiday and less than three hours' notice is given to the employee affected and as a result such yardman is unable to place himself on another job starting during the same starting time bracket on the day his job is cancelled and is as a result paid one basic day's pay, is such an employee entitled to holiday pay?

ANSWER - Yes, provided the employee has otherwise qualified for holiday pay.

QUESTION - If a job is cancelled for the holiday and three or more hours' notice is given to the employee affected and the employee elects to lay in with the cancelled assignment on the holiday, is the employee entitled to holiday

pay?

ANSWER - Yes, provided the employee has otherwise qualified for holiday pay.

The rate of pay for holiday payments under the provisions of Article IV of the April 5, 1957 agreement for employees who work on a holiday and have otherwise qualified will be at the straight time rate of the position worked by the employee on the holiday except as provided for below in connection with the performance of temporary yardmaster work.

In the event a regular employee does not work on a holiday falling on a work day of his work week and yet has qualified and is eligible for holiday pay, the rate of the holiday payment will be at the straight time rate of the position coming under the Brotherhood of Railroad Trainmen agreements last worked on a regular work day of the work week of the employee.

Regularly assigned yardmen, working as such and who are also on the extra yardmasters' list and are required to be called for and to perform extra yardmaster service, such yardmen who may work as a yardmaster on the day before and/or the day following the holiday, or on the holiday, will be paid the holiday payment providing they otherwise qualify, in accordance with the provisions of the paragraph above covering employees who otherwise qualify but do not work the holiday falling on a work day of the work week of the employee.

Example - (Man's assignment works on holiday - we will use a symbol in lieu of words: "Y" - Yardmaster; "C" - Conductor or Brakeman)

Man Number	1	2	3	4	5	6	7
Day before holiday, works as	C	C	C	Y	Y	Y	Y
holiday, works as	Y	C	Y	C	Y	Y	C
Day after holiday, works as	C	Y	Y	C	C	Y	Y

The above, including the example, concerns only equity payments where the yardman involved would lose compensation because he would lose two days' pay as a yardman as compared with one day's pay as a yardmaster.

It is further understood that the following questions and answers will apply:

QUESTION - Yardmen injured in the service of the company, on the day before, or the day after, or on the holiday are paid one day's pay for day of injury, notwithstanding they did not work the entire tour of duty. Is such payment for date of injury to be taken into consideration as qualification time?

ANSWER - If all other qualifications necessary under Sections 2(b) or 3(b) are met, the employee should be paid for the holiday.

QUESTION - An extra yardman, after working part of a day either preceding, on or following the holiday goes home sick or lays off for part of the day account other reasons. Is he entitled to holiday pay?

ANSWER - No. Because he absented himself for reasons of his own, such fact would bar consideration under Section 3(b).

QUESTION - A regularly assigned yardman having a Monday through Fri-



day work week, with Saturday and Sunday as rest days, works his assignment on July 3rd, 1958 (the day immediately preceding Fourth of July which falls on Friday); his job is annulled on July 4th, 1958; he is off duty on vacation for a period of two weeks immediately following this holiday and returns to work on Monday, July 21st, 1958, the first work day of his assignment following his vacation. Is this employee eligible to receive pay for the above holiday?

ANSWER - Yes, for the reason that he returned to his assignment on the first day it was scheduled to work after the end of his vacation period.

QUESTION - A regularly assigned yardman having a Monday through Friday work week, with Saturday and Sunday as rest days, is on vacation for two weeks immediately preceding Labor Day, September 1st, 1958, which falls on Monday. He worked on Friday, August 15th, the last work day immediately preceding the start of his vacation. His job is annulled on Labor Day and he works the first work day after Labor Day. Is this employee eligible to receive pay for the above holiday?

ANSWER - Yes, for the reason that he covered his assignment on the last day it was scheduled to work prior to the start of his vacation.

QUESTION - An extra yard service employee is off duty on vacation for a period of two weeks immediately following the holiday, July 4th, 1958. What procedure must he follow in order to qualify for pay for the above holiday?

ANSWER - To qualify, this employee would have to be available for service the entire 24 hour period on the calendar day immediately preceding the holiday and on the calendar day immediately following the last day of his vacation, and he would also have to perform yard service on the holiday.

QUESTION - An extra yard service employee is off duty on vacation for a period of two weeks immediately preceding Labor Day, September 1st, 1958. What procedure must he follow in order to qualify for pay for the above holiday?

ANSWER - To qualify, this employee would have to be available for service the entire 24 hour period on the calendar day immediately preceding the first day of his vacation and also on the first calendar day immediately following the holiday, and he would also have to perform yard service on the holiday.

Appropriate arrangements will be made locally between the Superintendent and the local committee in placing this understanding into effect.

This understanding shall become effective December 9, 1959, shall not be retroactive, and will remain in effect subject to the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 9th day of December, 1959.

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS YARDMEN EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION WITH RESPECT TO THE APPLICATION OF NATIONAL HOLIDAY PAY AGREEMENTS TO SUCH EMPLOYEES WORKING UNDER 22 START AGREEMENTS

IT IS AGREED:

1. For the purpose of applying the provisions of the national agreements governing the payment of a holiday pay arbitrary allowance to employees working under the twenty-two (22) start agreements in effect on the IHB Railroad, it is understood that rest days under such agreements do not start until a yardman has completed his 22nd start in his monthly work period.

2. Yardmen, working under a 22 start agreement, who are regularly assigned to assignments bulletined to work but 5 or 6 days per week, and who lay-in with such regularly assigned jobs on the days such assignments are not scheduled to work, will not be disqualified from receiving the holiday pay arbitrary allowance provided under the national holiday pay agreements as long as they work such regular assignment on the last scheduled work day prior to the holiday, the holiday (if the job is worked), the first scheduled work day after the holiday and they do not voluntarily change jobs during this period of time.

3. Yardmen regularly assigned to a 5 or 6 day assignment who are displaced or whose assignment is annulled or abolished on one of the qualifying work days other than the holiday must exercise his seniority in compliance with the applicable rules in effect and must work or otherwise make himself available for work on the work day immediately before and after the holiday to be qualified for the holiday pay arbitrary allowance.

4. The above is in full and final settlement of all claims of record for holiday pay allowances presently pending on the IHB Railroad.

This Agreement shall become effective September 1, 1975, and shall remain in effect until changed or abrogated under the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 29th day of August, 1975.

ARTICLE XLII

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION(T)

IT IS AGREED:

1. The issuing carrier official will furnish the General Chairman copies of bulletins and notices issued to crew dispatchers relative to job assignments at all terminals.

2. Local Chairmen desiring to inspect crew dispatcher records pertaining to job assignments, displacements, dispatchments, or extra and available

boards may do so as long as it does not interfere with the duties of the crew dispatcher. The Local Chairman may inspect and copy from the crew dispatcher records referred to herein above; however, he will not be permitted to remove any files or records from the crew dispatcher office.

3. This Agreement shall constitute full, final and complete settlement of the disputes involved between the parties signatory hereto over the subject matters as set out herein above.

4. This Agreement shall supersede and modify any existing rule or agreement which is in conflict herewith.

This Agreement shall become effective Tuesday, October 14, 1975, and shall remain in effect until changed or cancelled under the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 10th day of October, 1975.

#### ARTICLE XLIII

Mr. L. E. Dunn, General Chairman, BRT Gibson, Ind., December, 29, 1955

Supplementing my letter of December 27, 1955 setting forth several items which are the subject of understanding between your Organization and this Carrier in connection with Agreements executed regarding a 5-day work week for yardmen.

It is also my understanding that:

Yardmen who work on their regular rest day and do not tie-up in time to get sufficient rest to protect their next regular assignment will go on the "Bump Board"

If the foregoing is also your understanding, will you please sign and return one copy of this letter which is transmitted you herewith in triplicate.

/s/ L. T. Schmidt, Superintendent (A. R. T.)

Accepted: /s/ L. E. Dunn, General Chairman, BRT

#### ARTICLE XLIV

##### 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.



## 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 TRANSFER 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.

That portion of 3. A. reading, "Transfer crews handling perishable out of East Yard at Blue Island will assemble their trains as at present" is hereby revised as follows:

"It is understood and agreed

"Effective December 31, 1954 cars for delivery to Gibson for the New York Central South and to the South Shore will be couple by a yard engine. Cars for other scheduled perishable deliveries to other lines may be couple by any transfer crew whether or not such deliveries contain perishable.

"It is further understood and agreed that Blue Island Yard Crews will continue to make deliveries from Blue Island Yard as at present and transfer crews in their own seniority district called within the

starting time brackets and less than eight hours on duty may be required to couple up their own trains."

- - -

Paragraph No. 1 of 12-21-54 Agreement reading:

"1. 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."

- 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.

- - -

"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 regularly assigned yard crews, or transfer crews from other districts arriving at Blue Island, will yard their trains on designated tracks including ice house tracks Number 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."

- - -

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

dum 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, topicers, 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.

NOTE: The provisions of this paragraph are "extended to crews of other seniority districts in addition to Blue Island." (12-21-54 Agreement)

- 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.
- 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 make 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 Bensenville 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.

8-13-43 Interpretation:

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.

7. GENERAL:

- A. Cabooing 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.

Add Paragraphs 2 and 3 of 12-21-54 Agreement reading:

"2. Transfer crews in their own seniority district called within the starting time brackets and less than eight hours on duty, who make up their own train, will switch out any defective cars that were not carded bad order when switched in track.

"3. Bad order cars in trains made ready by yard crews will be switched out by yard crews."

- C. Paragraph C cancelled by 4-17-62 Agreement reading:

"IT IS AGREED:

"Effective April 17, 1962, Section 7C of the Agreement dated March 26, 1943, and the interpretation of said Section 7C of the Agreement dated August 1, 1945, is cancelled.

"Signed at Hammond, Indiana, this 17th day of April, 1962."

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.

Chicago, Illinois, March 26, 1943



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 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) Superseded and modified by the 2-9-56 Agreement shown hereinafter.

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.

Gibson, Indiana, May 17, 1946

Mr. R. H. McGraw, General Manager, IHB Chicago, Illinois, July 12, 1948

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 received 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.

/s/ B. W. Fern, Vice-President

Mr. B. W. Fern, Deputy President, BRT

July 20, 1948

Answering your letter of July 12th, concerning claims of Yardmen M. C. Smith and J. F. Vandenbenden 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.

/s/ R. H. McGraw, General Manager

INTERPRETATION TO MEMORANDUM OF UNDERSTANDING BETWEEN  
THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN CONCERNING  
WORK WHICH CAN PROPERLY BE REQUIRED OF CREWS IN  
TRANSFER SERVICE DATED AT CHICAGO, ILLINOIS, MARCH 26, 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, Carrier's 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, Carrier's File 27-3-G-B relative to the handling of CRI&P Railway traffic accumulating at Blue Island Yard.

The last paragraph was superseded and modified by 2-9-56 Agreement - see page 55. Chicago, Illinois, January 28, 1948

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN  
RESPECTING THE HANDLING OF TRAFFIC TO AND FROM THE WA-  
BASH RAILROAD AT CHICAGO RIDGE, ILLINOIS

IT IS AGREED:

1. Crews from any Seniority District can switch out and pick up traffic at Chicago Ridge for movement west.
2. Any Blue Island District crew (irrespective of time on duty or other rules) will switch out westbounds and pick up and line up stock and perishable on head end of train for movement to Blue Island.
3. Crews from any Seniority District can pick up traffic if traffic picked up is taken out of Blue Island Seniority District.

The foregoing modifies and supersedes the provisions of paragraphs (a) and (b) of the Agreement effective September 20, 1947 to the extent such paragraphs (a) and (b) may be in conflict with the provisions of this agreement.

Signed at Gibson, Indiana this 9th day of February, 1956.

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS TRAINMEN EMPLOYEES REPRESENTED BY  
THE UNITED TRANSPORTATION UNION WITH RESPECT TO THE  
EQUALIZATION OF BELT TRANSFER CREWS BETWEEN THE GIBSON,  
BLUE ISLAND, ARGO AND NORPAUL DISTRICTS

IT IS AGREED:

1. Effective July 14, 1971, the number of regularly assigned seven day belt transfer assignments are:

Gibson District	- 9
Blue Island District	- 11
Norpaul District	- 9
Argo District	- 2

The number referred to herein are reasonably consistent with the present general level of traffic, however, this number can be and is subject to any fluctuation of business and will be adjusted upward or downward equally in each district except Argo District which will not be considered in these adjustments. However, at such time as the number of regularly assigned belt transfer jobs at Blue Island reaches 16 or more, there will be a meeting between the parties signatory hereto to discuss the possible consideration which may be given to a job adjustment in the Argo District.

2. When a pool or extra crew or crews are run out of any district on a day in which a regular crew or crews have been cancelled at another district, the Carrier will run extra or extras, as the case may be, to equate to the equivalent of such cancellation(s) in the district in which the cancellation(s) took place.

(a) Argo District will not be considered in this formula.

(b) At Blue Island, Gibson and Norpaul when personnel is not available at a time when the Carrier desires to run an extra assignment(s) at any of such districts, and it is necessary to cancel such extra, such extra belt so cancelled will be counted as run from the district where Carrier originally called the extra to be run.

(c) At Gibson and Blue Island, after extras sufficient to equate cancellations in each district have been called in their respective districts, all extra jobs thereafter called during the remaining of the calendar month will be called on the basis that when four extras are called between those two districts, one of those extra jobs will be called at Gibson.

(d) Westward trains manned by former New York Central crews destined to the IHB for interchange will set out their entire train at Gibson and proceed to Blue Island with their caboose, except that if it is known that an incoming train cannot be yarded because there are no clear tracks or on account of congestion or that sufficient room cannot be made available to yard such trains at Gibson Yard within two hours, such train(s) may be handled intact to Blue Island and yarded at that point. It is understood that in an emergency due to a wreck or derailment which would prevent the yarding of such NYC westward trains at Gibson, the aforestated restrictions will not apply.

The provisions of paragraph 2(d) above will not apply to Penn Central Railroad pre-blocked trains for western connections, except as set forth in the May 14, 1969 Swert-Daniels-McNamara letter of understanding.

3. The following agreements are hereby abrogated:

(a) Agreement dated May 28, 1944, effective April 1, 1944, captioned "Blue Island Terminal for N. Y. C. RR."

(b) Mediation Agreement, National Mediation Board Case No. A-6383, dated December 15, 1960.

(c) Agreement dated June 4, 1962, effective June 1, 1962.

(d) Equalization of Belt Transfer Crew Agreement dated June 10, 1960.

This agreement, effective July 14th, shall remain in effect until modified, changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 13th day of July, 1971.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (T) WITH RESPECT TO THE HANDLING OF CARS OUT OF NORPAUL YARD FOR INTERCHANGE DELIVERY TO THE SOO LINE RAILROAD

In view of the fact that the involved railroads have agreed for the Indiana Harbor Belt Railroad to make delivery of cars in interchange from the IHB to the Soo Line Railroad at Schiller Park Yard,

IT IS AGREED:

IHB belt transfer crews may make a pick up of cars out of Norpaul Yard for interchange delivery to Schiller Park Yard.

When IHB belt transfer crews are used to make the delivery of Soo Line interchange cars out of Norpaul Yard, such cars will be made ready for delivery by Norpaul Yard power and the belt transfer crews will not be permitted to perform yard switching when making such a pick up out of Norpaul Yard, except as presently provided by agreement.

This agreement becomes effective January 1, 1973, and shall remain in effect until changed or cancelled under provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 11th day of January, 1973.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE UNI-  
TED TRANSPORTATION UNION (T) WITH RESPECT TO THE HANDLING  
OF CARS IN INTERCHANGE TO FOREIGN RAILROADS

IT IS AGREED:

In cases where cars for interchange to foreign railroads have been set out in block before delivery to the foreign railroad, Indiana Harbor Belt belt transfer crews making a delivery to such foreign railroad may pick up and deliver in interchange, without penalty, those cars set out in block.

This agreement will not permit IHB belt transfer crews to perform yard switching in the handling of such cars in interchange to a foreign railroad, except as presently provided by agreement.

This agreement becomes effective January 1, 1973, and shall remain in effect until changed or cancelled under provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 11th day of January, 1973.

Mr. J.O. Pokorny, General Chairman, UTU(T)                      September 13, 1974

This will refer to our previous discussions with respect to the possibility of the IHB Railroad making arrangements to handle direct delivery Erie Lackawanna-Chicago, Milwaukee, St. Paul & Pacific Railroad puller service trains operated by IHB train and engine crews in both directions between the IHB Calumet City Yard and the Milwaukee Railroad.

As you were advised, in the acquisition of this service it is the desire of the Carriers that IHB outer belt transfer crews will, after taking over the westbound train from the Erie crew in Calumet City Yard, make a set out of cars as designated to be left at that point prior to departure with the westbound train. Also, that IHB outer belt transfer crews, arriving Calumet City Yard with the eastbound train for delivery to Erie crews, will, prior to the Erie crew taking over the train for departure, make a pick up of cars as designated from Calumet City Yard tracks and double them to the eastbound train.

It is my understanding from our discussions of this matter that you are in agreement to the above stated handling in the Calumet City Yard of the Erie-Milwaukee puller trains at such time as the operation of Erie-Milwaukee puller service is instituted. Any agreement, understanding, interpretation or practice, however established, is herewith modified to the extent set out herein above in the handling of this particular service.

If the above correctly sets forth the understanding reached in our discussions of this matter, please affix your signature in the appropriate place provided herein below and return one copy of this letter to me for my records.

/s/ W.F. Snell, Assistant General Manager-Labor Relations, IHB

I AGREE:

/s/ J.O. Pokorny, General Chairman, UTU(T)

NOTE: It is further understood that the above agreement is effective this date, Wednesday, September 18, 1974 and shall remain in effect until changed or cancelled as provided for under the Railway Labor Act, as amended.

## CAR RETARDER OPERATORS

### GENERAL AGREEMENT

1st - Rates of Pay: See Article I of this Book.

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.

The paragraph formerly here was superseded and revised by 8-8-75 Agreement - see page 66.

3rd - This 3rd paragraph was superseded and revised by 4-22-54 Agreement - see page 64.

There shall be no preference of seniority exercised as to the car retarder stations on any one shift. (Blue Island only)

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.

"Except: At Gibson, Indiana:

"North Hump Operators when crossed over to the South Hump who find no station because of fewer towers on the South Hump than on the North Hump will not be used as members of either the North or South Hump engine.

"Any one or more of such operators in such circumstances, however, can be used to relieve other operators for lunch period when lunch period is taken while crew is on the South Hump." (5-4-50 Agreement)

7th - Abrogated by NMB Case No. A-6383, Mediation Agreement dated December 15, 1960 and modified to read:

"2. Paragraph VII of the Agreement effective February 16, 1925 and Paragraph IV of the Agreement dated April 22, 1954, with respect to lunch periods for car retarder-operators are hereby abrogated and the following will apply:

"Car retarder-operators will be allowed twenty minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay, and if put into lunch beyond the time specified will be given their lunch period as soon as possible thereafter and be paid twenty (20) minutes at the straight time rate of pay. In the event operating conditions prevent the Operators taking an uninterrupted twenty (20) minutes lunch period before completion of the shift to which assigned he will be paid twenty (20) minutes at the overtime rate of pay."

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.

#### 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 RETARDER 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 Section 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.

#### CAR RETARDER OPERATORS

#### PREPARING FORM T387

Mr. C. C. Kitts, General Chairman, BRT

May 31, 1946

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 out 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.

/s/ T.L. Green, General Manager

#### FILLING CAR-RETARDER VACANCIES

Mr. C. C. Kitts, General Chairman, BRT Gibson, Ind., April 24, 1948

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.

/s/ R.H. McGraw, General Manager

Mr. C. C. Kitts, General Chairman, BRT December 10, 1946

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 rate 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.

/s/ R.H. McGraw, General Manager

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS YARDMEN AS TO THE METHOD OF FILLING  
RETARDER 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.

See page 64 for 2-20-56 Blue Island Agreement concerning the filling of CRO and SMO vacancies at Blue Island.

See page 65 for 8-17-56 Gibson Agreement and interpretation on its application dated 9-18-56 concerning the filling of CRO vacancies at Gibson.

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) day 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.

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 BRT 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.

Hammond, Indiana, August 20, 1947

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN REPRESENTING THE YARDMEN AND THE INDIANA HARBOR BELT RAILROAD COMPANY

This agreement authorizes an additional Car Retarder Operator position, under the terms as hereinafter set forth. The agreement applies only at Gibson.

When it is deemed advisable, an additional car retarder operator may be called and used on any shift of either Hump.

When an additional car retarder operator position is worked in the Humps, it will be for the purpose of relieving during lunch periods the car retarder operators in the towers, and he will relieve on the following schedule:

NORTH HUMP

	<u>First Trick</u>	<u>Second Trick</u>	<u>Third Trick</u>
Junction	11:00 AM	7:00 PM	3:00 AM
No. 6 Lead	11:25 AM	7:25 PM	3:25 AM
No. 10 Lead	11:50 AM	7:50 PM	3:50 AM
No. 18 Lead	12:15 PM	8:15 PM	4:15 AM
No. 26 Lead	12:40 PM	8:40 PM	4:40 AM

SOUTH HUMP

"A"	1:05 PM	9:05 PM	5:05 AM
"B"	1:30 PM	9:30 PM	5:30 AM

The additional car retarder operator position will also be used to fill in in the event the regular car retarder operators fail to show and until such time as car retarder operators report for duty or in the event of illness or other circumstances requiring or during the absence of a car retarder operator.

It is understood that the purpose of the arrangement is to keep the Hump in continuous operation.

This agreement is in effect December 15, 1951 and continues in effect subject to cancellation by either party with ten (10) days written notice.

Gibson, Indiana, December 14, 1951

SUPPLEMENT TO GENERAL AGREEMENT BETWEEN THE YARDMEN  
REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN AND  
THE INDIANA HARBOR BELT RAILROAD COMPANY EFFECTIVE FEB-  
RUARY 16, 1925, RESPECTING POSITIONS TITLED AS CAR RETARDER  
OPERATORS

It is agreed between the parties hereto, that:

1. When hump operations are converted to the modern arrangement involving a separation of the work whereby Car Retarder Operators are used to retard the cars and other employees are used to operate the switches by push-button involving automatic operation of switches, a new position to be known as a Switch Operator will be established, subject to the conditions herein set forth.

2. The new position of Switch Operator will be filled by employees from the Yardmen's seniority roster, subject to ability and seniority.

3. Section 3 of the General Agreement effective February 16, 1925 is revised to read:

"The management will be the judge of the competency of the applicants to fill the position of Switch Operator or Car Retarder Operator. Protests will be decided by a two man board to be composed of the General Chairman, or his representative, and an officer of the Carrier. In the event of disagreement a third member will be selected by agreement between the two board members to sit with the Board in rendering a decision respecting the competency of applicants to fill positions of Car Retarder Operator or Switch Operator."

4. Abrogated by 12-15-60 Mediation Agreement. See 7th under General Agreement.

5. This supplement cancels the supplement signed September 8, 1953 and effective October 1, 1953.

6. All other provisions of the General Agreement of February 16, 1925 covering Car Retarder Operators, not inconsistent with the provisions of this supplement, will remain in force and effect and apply to the new position of Switch Operator.

7. This supplement, signed at Gibson, Indiana this 22nd day of April, 1954, will be effective April 23, 1954 and will continue in effect for a period of six months and thereafter, unless cancelled on ten (10) days' notice, one party to the other.

Gibson, Indiana, April 22, 1954

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD  
OF RAILROAD TRAINMEN AND THE INDIANA HARBOR BELT RAILROAD  
COMPANY CONCERNING THE FILLING OF RETARDER AND SWITCH  
MACHINE OPERATOR VACANCIES WITH RESPECT TO IMPLEMENTING  
THE LOCAL AGREEMENT WITHIN THE BLUE ISLAND DISTRICT UNDER  
DATE OF DECEMBER 27, 1955

IT IS AGREED:

When there are no qualified extra men on the extra board to fill Retarder and Switch Machine operator vacancies, the following method will be applied:

(a) Using the qualified yardmen (seniority prevailing) on the rest day available extra board.

(b) Using the diversion rule.

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

This Memorandum of Understanding becomes effective February 20, 1956 and shall remain in effect until changed or cancelled, as provided for in the Railway Labor Act as amended.

Signed at Gibson, Indiana, this 20th day of February, 1956.

MEMORANDUM OF AGREEMENT CONCERNING THE MATTER OF FILLING CAR RETARDER OPERATOR VACANCIES AT GIBSON

IT IS AGREED that in event there is a Car Retarder Operator vacancy and no Yardman has requested to be used on such vacancy and it is, therefore, necessary to assign a Yardman to such position that it shall be filled in the following manner:

1. By selecting the first qualified man available on the extra board.

2. If there is no qualified extra man available on the extra board, as provided in Section One (1), the Senior Regular Car Retarder Operator working in the Towers on either Hump on the shift preceding the vacancy shall be contacted and shall have preference of doubling, and when there are extra men working as Car Retarder Operators on the shift preceding the vacancy, they will be doubled in the order in which they were called, without delay to Hump operations other than the time consumed changing assignments.

3. In event a Car Retarder Operator working in the towers on either Hump on the shift preceding the vacancy does not choose to double as provided in Section Two (2), the vacancy may then be filled by diverting the junior available, qualified Yardman from another assignment in the same starting time bracket as the vacancy.

This arrangement would apply to Gibson Car Retarder Operator assignments only.

This agreement is effective September 1, 1956 and supersedes the agreement dated May 20, 1953 and effective June 1, 1953.

This agreement is subject to cancellation under the provisions of the Railway Labor Act, as amended.

Gibson, Indiana, August 17, 1956

CAR RETARDER OPERATOR VACANCIES

Effective at once, in filling Car Retarder Operator Vacancies use the following procedure:

- First Call a qualified man from the Extra Board.
- Second If there are no qualified men on the Extra Board, call a qualified man off of the Available Board.
- Third If there are no qualified men on the Extra Board or the Available Board, then the vacancy will be filled by contacting the senior Car Retarder Operators on the preceeding shift on either Hump giving them their preference of doubling.
- Fourth If there are no regular men desiring to double then the Extra men if any working on the preceeding shift on either hump will be doubled in the order in which they were called.
- Fifth If there are no Car Retarder Operators working in the Towers on the preceeding shift desiring to double then the vacancy may be filled by diverting the junior available qualified Car Retarder Operator from another assignment in the same starting time bracket as the vacancy.

/s/ R. L. Wood, 12:42 p. m., 9-18-56  
3:50 p. m., March 17, 1957

A. R. Terrill said O. K. to double men called off of available board following the doubling of extra men before using the diversion section above.

V. M.

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION WITH RESPECT TO GIBSON AND BLUE ISLAND YARDMEN QUALIFYING AS CAR RETARDER OPERATORS IN THEIR RESPECTIVE SENIORITY DISTRICTS

IT IS AGREED:

1. Car Retarder Operator assignments on the Indiana Harbor Belt Railroad will be filled by employees holding seniority as yardmen.

NOTE: For the purpose of this Agreement, references to CRO positions will include Switch Machine Operator positions.

2. Employees, when qualified, will be so identified as a CRO on their respective yardman's seniority roster.
3. Carrier will post a notice at such time as they determine additional CROs are needed. The number of additional CROs to be qualified will be specified on the notice. If a sufficient number of bids are received, a new notice need not be posted in qualifying the number of CROs desired at that time.

Bids may be accepted for consideration at any time prior to the posting of a notice to qualify additional CROs.

If the number of bids are not sufficient to meet the need of qualified CROs, the Carrier may require the necessary number of unqualified yardmen on the seniority roster who are the junior most in seniority having six (6) months or more service to enter CRO training.

4. Yardmen in training to qualify as a CRO under the terms of this Agreement will be paid eight (8) hours at the helper straight time rate of pay for each eight (8) hour tour of duty spent in training. Such payment will be restricted up to a maximum number of seven (7) days at Gibson and six (6) days at Blue Island.

In the event more time is needed to qualify, the employee may be required to spend up to a maximum of sixteen (16) hours additional in the CRO towers, without compensation, in an effort to qualify. If not qualified at the end of this period of time, the employee will be considered as disqualified from CRO-service. Any additional training that may be granted to an individual employee in further effort to qualify will be on such employee's own time.

5. Days paid for in qualifying will be counted as one of the yardman's work days and must be performed during his assigned work period.

Days paid for in qualifying will count as a day worked in the computation of service rendered under the applicable Vacation Agreement.

6. Yardmen who are not presently available for service will be given the opportunity to qualify as a CRO upon their return to service as a yardman.

7. Yardmen who become disabled in the service of the Company, whenever such disability will not cause them to be unfit for CRO service, subsequent to the date of this agreement or yardmen who are promoted to official positions or on authorized positions with the Organization party to this agreement and subsequently are returned to the yardmen service, who desire to be considered for training to become qualified as a CRO may file application with the proper official of the Carrier and will be governed by the provisions of this agreement.

8. The provisions of all other Agreements or Understandings governing CRO or SMO positions not inconsistent or in conflict with the provisions of this Agreement will remain in full force and effect.

9. This Memorandum of Agreement is effective 12:01 a.m., Friday, August 8, 1975, and shall continue in full force and effect until changed or abrogated in accordance with the terms of the Railroad Labor Act, as amended.

Signed at Gibson, Indiana, this 8th day of August, 1975.





## GIBSON LOCAL AGREEMENTS

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. Superseded and modified by the 12-27-55 Agreement.
2. Superseded and modified by the 12-27-55 Agreement.
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. Superseded and modified by the 12-27-55 Agreement.
6. Either party desiring to change or terminate the foregoing agreement may do so, providing thirty (30) days written notice is given.

In witness whereof the parties hereto have executed this agreement the day and year first above written.

### MEMORANDUM OF UNDERSTANDING AS TO "MARK OFF TIME" OF EXTRA YARDMEN, GIBSON SENIORITY DISTRICT, CALLED TO FILL VACANCY AND ON DUTY LESS THAN EIGHT HOURS

It is agreed that extra yardman called to relieve regularly 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 relieve 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 period, 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 arrangement outlined and

as agreed to in letter dated August 11, 1937 from W.P. Lamb, Superintendent, to C. C. Kitts, Local Chairman, BRT.

Gibson, Indiana, February 15, 1938

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:

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. (Superseded and modified by the 1-28-44 Agreement)

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. (Superseded and modified by the 1-28-44 Agreement)
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. (Superseded and modified by the 1-28-44 Agreement)
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.
6. The job of Skatemen 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.

#### 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.

Gibson, Indiana, April 14, 1938

#### 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.

Gibson, Indiana, May 28, 1947

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN, BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS WITH RESPECT TO THE USE OF TRACKS IN THE NEW YORK CENTRAL RAILROAD ELEVATOR YARD AT INDIANA HARBOR, INDIANA

IT IS AGREED:

Effective December 5, 1958:

1. Tracks in the New York Central's Elevator Yard at Indiana Harbor, Indiana are being leased by the New York Central to the Indiana Harbor Belt Railroad. Tracks which are leased to the Indiana Harbor Belt Railroad may be used by the Indiana Harbor Belt Railroad to store cars of coal for the steel plants and/or empty cars being held for delivery to the steel plants. Cars of coal for the steel plants which have been brought into Elevator Yard by New York Central Western Division road crews may be interchanged to the Indiana Harbor Belt Railroad on these tracks but no other cars will be interchanged from the New York Central to the Indiana Harbor Belt in Elevator Yard. Cars of coal interchanged to the Indiana Harbor Belt must be placed on these leased tracks couple by New York Central crews. All cars placed on leased tracks by Indiana Harbor Belt crews and all cars of coal interchanged to the Indiana Harbor Belt on leased tracks will be taken from the leased tracks by Indiana Harbor Belt crews, but if any switching of cars in the leased tracks is performed it will be done by New York Central crews.
2. Indiana Harbor Belt crews may make interchange deliveries to the New York Central in Elevator Yard but such deliveries will be made on other than leased tracks.
3. When Elevator Yard tracks are leased by New York Central to the Indiana Harbor Belt the Carrier will issue a bulletin listing the tracks covered by the lease. The Local Chairmen of the signatory Organizations will be furnished with a copy of all bulletins concerning lease of tracks.
4. Indiana Harbor Belt employees will not be required or permitted to perform any switching in Elevator Yard except any necessary doubling in making interchange deliveries to the New York Central in other than leased tracks and/or delivering and pulling to or from the leased tracks.

(a) This Item 4 will permit an Indiana Harbor Belt crew to pull a train into a leased track where cars are standing ready to be pulled out by an Indiana Harbor Belt crew, couple to such cars and shove them out of such tracks for immediate movement out of the yard. It will not permit an Indiana Harbor Belt crew pulling into an occupied track to shove cars out of that track and set such cars to another track for future movement.

(b) If an Indiana Harbor Belt crew pulls into a leased track and finds cars which such crew is not to take out of the yard on its return trip such Indiana Harbor Belt crew will not be permitted to couple to such cars. In that case the Indiana Harbor Belt crew will be required to notify the New York Central yardmaster who will arrange for a New York Central crew to clear the track for the Indiana Harbor Belt crew to complete its movement.

(c) Indiana Harbor Belt crews delivering storage cars to a leased track or pulling cars from a leased track will be required to notify the New York Central yardmaster of any condition which might require switching to be done and the New York Central yardmaster will arrange for a New York Central crew to perform the necessary switching.

5. The penalty for violation of this agreement will be one minimum yard day for the Indiana Harbor Belt engineer, fireman and three yardmen, in accordance with the applicable agreements of the respective Organizations.

6. This agreement does not affect the right of Indiana Harbor Belt employees to serve the Youngstown Sheet & Tube Company Coke Plant.

7. This agreement will be considered as a separate agreement by and between the Carrier and each of the organizations signatory hereto and supercedes and cancels all prior agreements and/or understandings with the Carrier and one or more of the Organizations signatory hereto respecting the use of leased tracks in the New York Central Elevator Yard. It may be modified, changed or abrogated in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 4th day of December, 1958.

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN RESPECTING THE EXTRA YARDMEN AT GIBSON WHO ARE CALLED SHORT OF THEIR REGULAR CALLING TIME

It is agreed that extra yardmen called short of the regular calling time for crews for relief or other emergencies that the extra yardman standing first out on the extra board will be called and if for some reason is not available to accept the call the next man on the extra board will be called, if it develops the second man on the extra board is not available the procedure will be continued until an available man is contacted to protect the call.

Yardmen called under this arrangement who are not available to accept the call will not be considered as having missed a call and will not lose their position on the extra board for such a call.

Yardmen called in emergency will report for duty promptly after receiving the call and in no case shall the time reporting for duty exceed one (1) hour.

This Agreement signed at Gibson, Indiana, this July 16, 1954, becomes effective July 20, 1954 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, 10 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.

In accordance with the Brotherhood's request of November 14, 1955, it is agreed, effective on December 5, 1955, to place in effect for yardmen a five-day work week under the provisions of Agreement "A" of May 25, 1951.

In the application of the five-day work week at Gibson, Blue Island, and Argo, it is agreed that all sections and/or subsections of Article 3 of Agreement "A" and supplements thereto, will be considered as having been complied with, not necessary or self-explanatory, with the following exceptions, mutually interpreted for the future:

SECTION 1 (b-2-c) modified by 7-23-58 Agreement to read:

(a) Yardmen who do not request a change will not have their rest days changed except where displaced by a senior man and where necessary to protect the service.

(b) Yardmen requesting changes in rest days must make requests in writing to the Trainmaster and Local Chairman by the tenth (10th) of the month preceding the effective date of the requested change, and such request will be given consideration, consistent with seniority, by the Trainmaster and Local Chairman, the effective dates of changes, if approved, to be as of October 1st, January 1st, April 1st, or July 1st.

It is further agreed that the above revision shall be applicable to Yardmen at Gibson only.

This Memorandum of Understanding becomes effective July 23, 1958, and shall remain in effect until changed or cancelled as provided for in the Railway Labor Act, as amended.

SECTION 1 (b-2-d) cancelled by 4-9-63 Agreement.

SECTION 2 Regular men's work week will start with day following assigned days off.

"The term 'work week'... for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday." (4-9-63 Agreement)

SECTION 6 "Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive." (4-9-63 Agreement)

IT IS ALSO UNDERSTOOD that, with respect to extra men laying off, the following will govern:

"Should an extra man voluntarily lay off, he will be considered as having had the opportunity to work one day for each time he lays off, up to five such opportunities in a work week. However, he will not be used to make up the

time for the day lost until both the extra board and available board are exhausted. This is with the strict understanding that overtime will apply only after forty hours of service on five days worked as provided for in Section 8 of the Agreement "A" of May 25, 1951." (4-9-63 Agreement)

A second assignment worked by an extra man under the 22 1/2 hour rule will be considered as one of his work days of his work week.

SECTION 7 All yardmen will be permitted to work five straight time starts in a work week. Their work week begins on the day subsequent to their two regularly assigned days off. Yardmen losing time during their regular work week will be permitted to exercise their seniority to available vacancies only and will carry no seniority (see #3 12-27-55 letter of understanding) on the assignment they work on their sixth and/or seventh day in work week at straight time in order to make five starts only if the time lost during their work week was lost as a result of their not having sufficient seniority to work on those days. Any voluntary absenteeism during the work week resulting in loss of time will not give the employee the right to come out and work his sixth and/or seventh day at straight time rates. Such yardmen exercising seniority to available vacancies may be bumped by other regular yardmen due a bump.

#### SECTION 11

(b) Example: John Doe has Monday and Tuesday off. On rebulletin he picks Sunday and Monday off. He works Wednesday, Thursday, Friday, and Saturday, and he has no right to work Sunday or Monday if extra men are available. If no extra men are available, he can be used to work Sunday or Monday at straight time and from then on his new work week begins on Tuesday.

Under Section 12(b) of Article 3, Five-Day Work Week, it is provided that Section 3(e) and Section 5, Article 3 shall not apply to Car Retarder Operators, Hump Motor Car Operators (Chauffeurs), Levermen and Switchtenders (sometimes classified as Switchmen). It is agreed that Section 3(e) and Section 5 of Article 3 will not apply to so-called "Herders".

On date or days assignments are annulled, Sections 7(a) and 7(b) of Article 3 of said Agreement "A" will apply. This will not modify the practice in connection with the so-called "bump board".

The assignment of days off to yardmen according to their seniority will be done jointly by a representative of the organization and a representative of the carrier in each of the seniority districts covered by this agreement and the men will be divided into groups with the object of having enough men to cover the work on days off of the men on each day of the week.

It is the intention that, by agreement between the representatives of the organization and railroad, enough men be set up from the extra board in each of the seniority districts involved to fill regular jobs so that regular vacancies will be filled and thereby avoid needless bidding.

Assignments commenced prior to December 5, 1955 will not be affected by the terms of this agreement.

The five-day work week will be made effective for all assignments begin-

ning with the first assignment subsequent to 12:01 a. m. , December 5, 1955.

It is understood that this agreement, effective December 5, 1955 may be cancelled on or before January 1, 1956 by the carrier or the organization; otherwise this agreement shall remain in effect 6 months and thereafter by subject to revision or abrogation in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana this 23rd day of November, 1955.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD  
OF RAILROAD TRAINMEN REPRESENTING THE YARDMEN AT GIBSON  
AND THE INDIANA HARBOR BELT RAILROAD COMPANY

It is mutually understood that the following articles will apply for the purpose of implementing the five-day work week.

1. Extra men will work first in, first out. They must report tie-up time to crew dispatcher on all assignments.

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

3. Reduction of the extra board will not be made when the extra board makes 9 or more departures during a pay period.

4. When the extra board makes 11 or more departures during a pay period, additional men may be added to the board.

5. Reduction or addition of men on the extra board will be done on the basis of the entire pay period, except when a marked change in business conditions require an earlier adjustment before the end of the interval.

6. In filling vacancies having the same starting time the senior regular man called on rest day shall be given preference of such assignments.

7. Any yard job worked 3 consecutive days in the same starting time bracket shall be classed as a regular job.

8. Modified by the 1-20-56 Agreement to read:

"It is mutually understood that in filling yardmen's vacation periods at Gibson, no extra men will be set up on regular vacation assignments for the first fifteen men on vacation."

9. Modified by the 8-10-56 Agreement which was abrogated by the 3-14-73 Agreement and modified to read:

"Article 9 of Agreement dated at Gibson, Indiana, December 27, 1955, effective January 2, 1956, with reference to the Five-Day Work Week, is modified as follows:

"1. Yardmen desiring to work on their assigned days off (rest days) will notify the crew dispatcher following completion of their last assignment prior to their rest days.



"2. Yardmen so notifying the crew dispatcher will be placed on the "available" board according to their seniority and will take the conditions of that board.

"NOTE: Yardmen with Monday-Tuesday rest days taking the available board will be placed on such board according to their relative seniority standing to other yardmen with Monday-Tuesday rest days taking the available board.

Yardmen with Tuesday-Wednesday rest days taking the available board will be placed on such board according to their relative seniority standing to other yardmen with Tuesday-Wednesday rest days taking the available board; but, behind the men on the board with Monday-Tuesday rest days.

This system will be followed for the entire week.

"3. Yardmen may mark on or off the available board at anytime during their rest days period.

"4. Yardmen, on the available board, who do not respond to call will be removed and barred from the available board for the remainder of that rest days period. Three (3) such removals will result in a yardman being barred from the available board for a sixty (60) day period from the date of disbarment."

10. If a yardman requesting to work his assigned days off is called for an assignment and at the time he is called refuses the call there will be no penalty, except that he will lose his turn to work the day he refuses the call.

11. Regular yardmen will be automatically marked up on their assignments on their assigned work days. They will also be automatically marked off their assigned days off.

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

This Memorandum of Understanding becomes effective 12:01 a. m., January 2, 1956 and shall remain in effect until changed or cancelled as provided for in the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 27th day of December, 1955.

Mr. L. E. Dunn, General Chariman, BRT

December 27, 1955

With respect to the two agreements executed on November 23rd between this railroad and your organization to place in effect for yardmen a five-day work week under the provisions of Agreement "A" of May 25, 1951 and supplements thereto:

It is my understanding that:

1. Superseded by 8-10-56 Agreement which was abrogated by 3-14-73 Agreement.

2. The provision that a regular Yardman's work week will include any

day of his work week on which he is used in service provided for by Yardmen is intended to include instances where a Yardman is diverted from his assignment to another and paid time and one-half rate.

3. Although Yardmen filling vacancies on their rest days will be permitted to fill the vacancies but not permitted to displace, it is the intention that seniority will prevail if there are three (3) vacancies on the same assignment on such rest days.

4. A regularly assigned employee who voluntarily lays off during his work week cannot mark up on the "Available Board" for work on his "rest days" except, in the event the "Extra Board" and the "Available Board" are exhausted, he may then be used on his rest day or days but overtime rate will apply only after 40 hours service on 5-days as provided for in Section (8) (3). (as modified by 4-9-63 Agreement)

5. An employee required to attend investigation or hearing on "rest day" will be allowed a minimum basic day's pay at straight time rate for attending investigation and will then be placed on the bottom of the "Available Board" provided he has made proper request in writing to be used on his "rest days" and will only be called for service after the extra board and the men on the available board ahead of him have been used.

6. An extra man making five starts on less than the first five days of his work week will not be called on the balance of the first five days of his work unless all other extra men that have not made five starts and the "Available Board" have been exhausted.

It is also understood that the letter agreement dated at Gibson, Indiana, November 25, 1955 is hereby cancelled.

If the foregoing is also the understanding of you and your committee, will you please sign and return one copy of this letter which is transmitted you herewith in triplicate.

/s/ L. T. Schmidt, Superintendent, (A. R. T.)

Accepted: /s/ Milo Prete, Secretary, G. C. C., BRT

Accepted: /s/ L. E. Dunn, General Chairman, BRT

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN WITH RESPECT TO THE METHOD WHICH THE CREW BOARD AT GIBSON WILL BE OPERATED

IT IS AGREED:

1. A "Tag" Board has been established and will be accessible to Yardmen at all times in the Crew Dispatcher's office.

2. Deleted.

3. 10-10-75 Mediation Agreement

"1. The issuing carrier official will furnish the General Chairman copies of bulletins and notices issued to crew dispatchers relative to job

assignments at all terminals.

"2. Local Chairmen desiring to inspect crew dispatcher records pertaining to job assignments, displacements, dispatchments or extra and available boards may do so as long as it does not interfere with the duties of the crew dispatcher. The Local Chairman may inspect and copy from the crew dispatcher records referred to herein above; however, he will not be permitted to remove any files or records from the crew dispatcher office.

"3. This Agreement shall constitute full, final, and complete settlement of the disputes involved between the parties signatory hereto over the subject matters as set out herein above.

"4. This Agreement shall supersede and modify any existing rule or agreement which is in conflict herewith."

4. Crew Dispatchers will inform extra men how they stand on Board when requested. Crew Dispatchers will name occupants of specific assignments as requested by Yardmen.

5. Personnel will be available 24 hours per day to handle Crew Dispatchers' work.

6. In calling employees that Crew Dispatchers will identify themselves and will determine that they have the employees' usual calling place.

7. Agreement dated 5-24-63

"A yardman displaced must pick an assignment within one (1) hour of being notified of displacement or give a three (3) hour notice to displace a junior employee on another assignment. However, a yardman may select a vacancy on a regular assignment or on an extra assignment by giving not less than two (2) hours advance notice. In no case can a displaced employee pick an assignment commencing in less than two (2) hours after being notified of displacement. Yardmen must pick an assignment within thirty-six (36) hours and must work within forty-eight (48) hours after being notified of displacement or be absent without permission."

"It is understood that the said Item 7 will have no application where rest days or vacation periods are involved."

8. Extra men called to fill a vacancy will not required to mark off duty, provided they have not been on duty in excess of eight (8) hours. If they have been on duty in excess of eight hours, they will be placed on the bottom of the Extra Board as of their tie-up time, providing 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. Extra men working in excess of eight hours by doubling over will not be required to mark off duty.

Clarification 12-26-61

"An extra yardman, who is on duty in excess of eight (8) hours, and fails to report his time off duty, as provided for under Item eight (8) of Agreement dated January 15, 1959, will be required to lose one full turn on the extra board when his error is discovered."

9. A Yardman calling to pick an assignment will be required to identify himself by giving his name and seniority number.

10. A Yardman calling relief during his tour of duty or laying off sick will be considered off until he marks up and then give at least twelve (12) hours notice in picking assignment.

11. Regular men laying off for one day will be carried over on the same assignment for the following day, but if marking off for more than one day, they will not be carried over on their previous assignment and will be required to give at least twelve (12) hours notice when picking their next assignment or marking up.

12. A regular Yardman will be permitted to select a new assignment, providing he gives at least twelve (12) hours notice. Yardmen will be allowed to pick assignments for the following day thirty (30) minutes in advance of their scheduled time to go on duty, but in no case in excess of twenty-four (24) hours in advance of the scheduled starting time.

Interpretation 11-19-65

"Carrier's interpretation of the above Article 12, and the practice on this property thereunder, is that a yardman cannot select an assignment in excess of twenty-four (24) hours in advance of the scheduled starting time of the assignment he desires. For example, if a yardman calls the crew dispatcher at 9:00 a. m. on Saturday and requests to be marked up on an assignment starting at 11:00 p. m. Sunday, he would not be allowed to mark up on the 11:00 p. m. Sunday assignment because the request is being made in excess of twenty-four hours in advance of the scheduled starting time of the 11:00 p. m. Sunday assignment.

"If you concur, please so indicate by signing one copy of this letter, which is being furnished you in duplicate."

13. Yardmen at Gibson will be notified immediately of displacements when they occur, and tags will be adjusted accordingly, except that when Yardmen displace on assigned rest days, the junior men will be notified at least twelve (12) hours in advance of the regular starting time of the assignment that they have been displaced.

This Agreement becomes effective 12:01 a. m., Friday, January 16, 1959. It supersedes all former agreements covering this subject, and shall continue in effect until changed under the provisions of the Railway Labor Act as amended.

Gibson, Indiana, January 15, 1959

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR  
BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD  
TRAINMEN WITH RESPECT TO SPOTTING CARS AT GARY WAREHOUSE

It is agreeable that any Gibson crew may be required to spot cars at Gary Warehouse.

This agreement is effective April 27, 1955 and may be cancelled on thirty days' written notice by either party.

Gibson, Indiana, April 27, 1955

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE BRO-  
THERHOOD OF RAILROAD TRAINMEN WITH RESPECT TO THE START-  
ING TIME OF THE GARY LOCAL ASSIGNMENT

IT IS AGREED:

The Gibson Seniority District assignment known as the "Gary Local" will have a starting time which will be between the hours of 8:00 a.m. and 10:00 a.m. with the understanding that this assignment will perform no yard switching west of Ivanhoe Tower.

This agreement is effective April 18, 1962, and will remain in effect until modified, changed, or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 18th day of April, 1962.

Mr. Conrad Steinhauer, Sr., General Chairman, UTU(T)      May 17, 1973

This will confirm our several discussions concerning the possible establishment of an additional interchange point at Gibson Yard in an effort to improve the handling of certain local traffic interchanged between the IHB and the N&W Railroads. It was clearly understood that our request for your concurrence to this proposal was not to be considered under the provisions of the Railway Labor Act but was made only to establish a point which would allow IHB train and engine service employees the opportunity to participate in a reciprocal, direct delivery interchange service between Gibson Yard and the N&W's Calumet Yard in South Chicago.

The Gibson Yard on the IHB and the N&W's Calumet Yard at South Chicago would be designated interchange points for the cars handled in this service. The present interchange point at Osborn Yard would be retained to interchange cars, such as unit coal trains, handled to and from that location.

The handling of the service as outlined herein will not change or in anyway affect the protective provisions of the January 27, 1972 UTU National Agreement.

/s/ W.F. Snell, Assistant General Manager-Labor Relations, IHB

WE CONCUR:

/s/ Conrad Steinhauer, General Chairman, UTU(T)

/s/ C.J. Bossinger, Secretary, UTU(T) General Committee



### BLUE ISLAND - LOCAL AGREEMENTS

The October 21, 1935 Blue Island Local Agreement was superseded by the December 27, 1955 Agreement as follows:

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN REPRESENTING THE YARDMEN AT BLUE ISLAND AND THE INDIANA HARBOR BELT RAILROAD COMPANY

It is mutually understood that the following articles will apply for the purpose of implementing the 5 day work week.

ARTICLE 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.

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

3. Reduction of the extra board will not be required to be made when the extra board makes 9 or more departures during a pay period.

4. When the extra board makes 11 or more departures during a pay period, additional yardmen may be added to the board.

5. The reduction or addition of men on the extra board will be done on basis of the entire pay period except when a marked change in business conditions require an earlier reduction or addition of yardmen before the end of the interval.

6. In filling vacancies on transfer and yard assignments having the same starting time, the senior man called shall be given preference of such assignments.

7. A regular assigned man laying off must report at least three hours before the assignment goes to work.

8. Yardmen wishing to change their assignment shall give twelve hours' notice before making the change except those affected by bump or cancellation or filling new assignments will give at least two hours' advance notice.

9. 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.

10. Any yard job worked three consecutive days in the same starting time bracket shall be classed as a regular job.

11. 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.

12. 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.

13. Seniority shall prevail between yardmen qualified for work on

assigned days off, and will also come under the provisions of Article VI to the extent that they shall take the vacancy as it exists.

14. A yardman used for the protection of service, namely as a foreman, retarder operator, switchtender 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.

15. Regular yardmen will be automatically marked up on their assignments on their assigned working days. They will also be automatically marked off their assigned days off.

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

This Memorandum of Understanding becomes effective 12:01 a. m. January 2, 1956 and shall remain in effect until changed or cancelled as provided for in the Railway Labor Act as amended.

Signed at Gibson, Indiana, this 27th day of December, 1955.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN AND THE INDIANA HARBOR BELT RAILROAD COMPANY WITH RESPECT TO IMPLEMENTING THE LOCAL AGREEMENT WITHIN THE BLUE ISLAND DISTRICT UNDER DATE OF DECEMBER 27, 1955

Extra men will be set up to a regular assignment in accordance with the number of vacancies created by the five-day work week agreement by mutual understanding between the Local Chairman of the Brotherhood of Railroad Trainmen and the Trainmaster.

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

This Memorandum of Understanding becomes effective February 20, 1956 and shall remain in effect until changed or cancelled, as provided for in the Railway Labor Act as amended.

Signed at Gibson, Indiana, this 20th day of February, 1956.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE EMPLOYEES THEREOF REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN WITH RESPECT TO THE ADOPTION OF ARRANGMENT PROVIDING FOR TWENTY-TWO STRAIGHT STARTS IN A MONTHLY WORK PERIOD AT BLUE ISLAND, ILLINOIS

In accordance with the Brotherhood's written request, it is agreed effective December 15, 1962, to place in effect for yardmen at Blue Island a so-called five-day work week arrangement under the provisions of Agreement "A" of May 25, 1951, without prejudice to the Carrier's interpretation of Section 4, Article 3 of that agreement.

In the application of the twenty-two starts in a monthly work period (five-day work week arrangement), it is agreed that all section and/or subsections



of Article 3 of Agreement "A" and supplements thereto will be considered as having been complied with, not necessary, or self-explanatory, with the following arrangement mutually interpreted for the future:

The seniority roster of yardmen at Blue Island (seniority board) will be placed in four groups according to alphabetical order of the surname. Group A to F (Group 1) will run from the first (1st) of a calendar month to the last date of a calendar month; Group G to L (Group 2) from the eighth (8th) of the month to the seventh (7th) of the following month; Group L to Q (Group 3) from the fifteenth (15th) of the month to the fourteenth (14th) of the following month; and Group R to Z (Group 4) from the twenty-second (22nd) of the month to the twenty-first (21st) of the following month.

An employee's work period will begin on the first day of the monthly period in the alphabetical group in which his name falls.

Any day not worked will be considered as a rest day.

The number of men in the various brackets will be subject to change locally by the Local Chairman and the Trainmaster in charge in order to equalize the number of employees in each group.

It is intended that, by agreement between the representatives of the Organization and the Carrier, enough men will be set up from the extra board to fill regular jobs so that regular vacancies will be filled and thereby avoid needless bidding and the use of employees at the overtime rate of pay.

On a day, or days, when assignments are annulled, Sections 7(a), 7(b), and 7(c) of Article 3 of the said Agreement "A" of May 25, 1951, will apply. This will not modify the practice in connection with the so-called "bump board."

Only service performed as a yardman may be included in determining service under the twenty-two starts arrangement where the question of overtime rate of pay is involved; that is, no combination of service--such as yardman and yardmaster--will be used in computing the number of starts leading to the payment of overtime. Furthermore, no tour of duty or service under two agreements shall be utilized in computations leading to determining the number of days worked under this agreement.

An extra man making twenty-two starts on less than the first twenty-two days of his work period will not be called on the balance of the first twenty-two days of his work period unless all other extra men that have not made twenty-two starts and the "available board" have been exhausted. Should such an employee having worked a combination of straight time and overtime starts be used for a twenty-third or subsequent start, such shall be paid for at the straight time rate until such extra employee has worked twenty-two straight time starts.

When the extra board is exhausted, employees may be permitted to fill vacancies after completing twenty-two starts in their work period provided the employee has requested that he be permitted to do so and has submitted his name in writing to the Crew Dispatcher on the day he completes his twenty-second start.

Yardmen used to fill vacancies on their rest days will be permitted to fill

vacancies but will not be permitted to displace. Yardmen shall be paid the straight time rate of pay for the tour of duty beginning on the first day of the next monthly work period.

Rest days will begin on the calendar day starting at 12:01 a. m. , but not less than eight (8) hours after the tie-up time of last assignment worked prior to "calendar rest day."

A regular yardman's monthly work period will include any day or days of his work period in which he is used in service provided for yardmen.

The overtime rate of pay (time and one-half) will apply for service rendered as a yardman only after such yardman has performed service on twenty-two straight time starts in any one monthly work period.

An employee on the bump board must exercise his seniority from the bump board within twenty-four hours of receipt of notification he has been placed on the bump board or will be considered as being absent without leave. The twenty-four hours will commence on notification of displacement.

If in any given monthly work period an employee is paid for a vacation day or days, such day or days will be counted against the twenty-two starts during the monthly work period involved. The work opportunity days of twenty-two will be reduced by the number of day or days of vacation paid for. Any combination of days worked and days paid for as vacation which result in a total of more than twenty-two starts for which the employee is being paid, such employee will be penalized in a subsequent work period two days penalty for each day of violation as provided for below.

Employees shall be permitted to lay off but such lay off shall not be granted except as the requirements and exigencies of the service may permit. However, lay offs will not be granted when in the opinion of the Carrier it becomes necessary to use employees at the overtime rate of pay.

In the event an employee works more than twenty-two starts in a monthly work period, such employee will be penalized in a subsequent work period, two days penalty for each day of violation, except in the event an employee after completing twenty-two starts may have been used from the available board or in accordance with applicable rules.

Nothing in this understanding shall be construed as creating a minimum or maximum guarantee or that any guarantee as to number of days worked is or will be contemplated, intended, or implied, by any of the provisions of this arrangement.

Assignments commenced prior to December 15, 1962 will not be affected by the terms of this arrangement.

This arrangement shall become effective for all assignments beginning at and subsequent to 12:01 a. m. December 15, 1962, and this arrangement shall remain in effect for a period of ninety days to March 15, 1963. Should the arrangement prove unsatisfactory to either party, it will cease at the end of the ninety-day period by either party giving a prior ten-day notice to the other party. Should the arrangement prove satisfactory, it will remain in full force and effect unless revised, modified, or abrogated, as provided for under the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 23rd day of November, 1962.

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 GTW 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.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (T) WITH RESPECT TO THE ESTABLISHMENT OF AN ON AND OFF DUTY POINT IN THE ALSIP INDUSTRIAL COMPLEX AT ALSIP, ILLINOIS

IT IS AGREED:

1. An on and off duty point for Blue Island Terminal yardmen is hereby established at a location in the Alsip Industrial Complex adjacent to the water tower presently located there.
2. Crew assignments scheduled to go on and/or off duty at this location will be covered by Blue Island yardmen in the same manner as other Blue Island Terminal assignments.
3. A crew ready room will be provided at this location equipped with a sufficient number of lockers to accommodate the crew members normally assigned to assignments scheduled to go on duty there, wash and toilet facilities. A lighted parking area will be maintained adjacent to this facility.

This agreement shall become effective December 28, 1972 and shall remain in effect until changed or cancelled under provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 28th day of December, 1972.

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 10, 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 10, 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.

ARGO - LOCAL AGREEMENTS

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

Article 1 - Superseded and modified by #1 of the 1-2-56 Agreement.

Article 2 - Superseded and modified by #10 of the 1-2-56 Agreement.

Article 3 - 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 4 - New assignments will be advertised on the bulletin board.

Article 5 - Superseded and modified by #8 of the 1-2-56 Agreement.

Article 6 - Superseded and modified by #11 and #12 of the 1-2-56 Agreement.

Article 7 - Superseded and modified by #2 of the 1-2-56 Agreement.

Article 8 - 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 9 - This agreement is effective May 1, 1948.

Gibson, Indiana, April 15, 1948

DEADHEADING - ARGO

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN IN THE ARGO DISTRICT RESPECTING DEADHEAD ALLOWANCES

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 mins.
" " " " " La Grange	1 hr.	00 mins.
" " " " " Stickney		15 mins.
" " " " " Chappel		10 mins.
" " " " " Elsdon	1 hr.	30 mins.
" " " " " Oakley Ave.	2 hrs.	00 mins.

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.

Chicago, Illinois, March 29, 1945

**AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND  
ITS YARDMEN RESPECTING 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.

Chicago, Illinois, April 5, 1943

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD  
OF RAILROAD TRAINMEN REPRESENTING THE YARDMEN AT ARGO  
AND THE INDIANA HARBOR BELT RAILROAD COMPANY**

It is mutually understood that the following articles will apply for the purpose of implementing the five (5) day work week:

Article 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.

2. 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.

3. Reduction of the extra board will not be required to be made when the extra board makes nine (9) or more departures during a pay period.

4. When the extra board makes eleven (11) or more departures during a pay period, additional yardmen may be added to the board.

5. The reduction or addition of men on the extra board will be done on basis of the entire pay period, except when a marked change in business conditions requires an earlier reduction or addition of yardmen before the end of the interval.

6. In filling vacancies on transfer and yard assignments having the same starting time, the senior man called shall be given preference of such assignments.

7. A regular assigned man laying off must report at least twelve (12) hours before the assignment goes to work.

8. Yardmen wishing to change their assignment shall give twelve (12) hours' notice before making the change, except those affected by bump or cancellation or filling new assignments will give at least two (2) hours' advance notice.

9. Yardmen affected by bump or cancellation and who are without seniority to pick a job shall upon request be placed on extra board in accordance with his last tie-up time.

10. 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.

11. 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.

12. A yardman used for the protection of service, namely as a foreman, retarder operator, switchtender 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.

13. Yardmen desiring to work on their assigned days off will make written request on form furnished and be placed on the board according to their seniority, and take conditions of the extra board.

14. If a yardman requesting to work his assigned days off is called for an assignment and at the time he is called refuses the call, there will be no penalty, except that he will lose his turn to work the day he refuses the call.

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

This Memorandum of Understanding becomes effective 12:01 a. m., January 2, 1956 and shall remain in effect until changed or cancelled as provided for in the Railway Labor Act as amended.

Signed at Gibson, Indiana, this 30th day of December, 1955.

MEMORANDUM OF AGREEMENT WITH REGARD TO CREWS THAT MAY GO ON OR OFF DUTY AT THE ELECTRO-MOTIVE PLANT, LAGRANGE, ILLINOIS

WHEREAS the Electro-Motive Plant, LaGrange, Illinois has expressed a desire that certain crews which may perform work at their plant go on or off duty at their plant, and

WHEREAS the employees represented by the Brotherhood of Railroad Trainmen on the Indiana Harbor Belt Railroad desire to perform such work:

IT IS UNDERSTOOD AND AGREED:

1. That if and/or when the Indiana Harbor Belt Railroad requires crews to go on or off duty at the Electro-Motive Plant, LaGrange, Illinois, such crews will do so.

2. That no claims or request for walking time or other allowance or penalty will be made against the Indiana Harbor Belt Railroad by reason of such crews going on or off duty at the Electro-Motive Plant, and that the Electro-Motive Plant, LaGrange, Illinois, will be recognized as an established point for such crews to go on or off duty.

3. Such crews will be required to perform any work in the Argo Seniority District in connection with Electro-Motive traffic.

4. This agreement will not be used as a precedent in the establishment of other points where crews may be required to go on or off duty.

This agreement will remain in effect until changed, revised or cancelled in accordance with the Railway Labor Act as amended.

Signed at Gibson, Indiana, October 31, 1956.

MEMORANDUM OF AGREEMENT WITH RESPECT TO MANNING CREWS  
WHICH GO ON OR OFF DUTY AT THE ELECTRO-MOTIVE PLANT,  
LAGRANGE, ILLINOIS

With respect to manning crews for the jobs that may go on or off duty at the Electro-Motive Plant, LaGrange, Illinois:

IT IS AGREED that these crews will be manned from the Argo Board.

Signed at Gibson, Indiana, October 31, 1956.

In accordance with the Brotherhood's written request, it is agreed, effective July 1, 1960, to place in effect for yardmen at Argo a five-day work week arrangement under the provisions of Agreement "A" of May 25, 1951 without prejudice to the Carrier's interpretation of Section 4, Article 3 of that agreement.

In the application of the five-day work week at Argo, it is agreed that all sections and/or subsections of Article 3 of Agreement "A" and supplements thereto, will be considered as having been complied with, not necessary, or self-explanatory, with the following arrangement, mutually interpreted for the future:

Beginning July 1, 1960 Argo yardmen will go on a five-day work week arrangement based on 22 straight time starts per monthly period. Days off account assignment not working by reason of cancellation or other reasons account Company action will be counted as rest days. Men losing time account this Company action will be allowed to work on rest days in order to give the employee the opportunity to work 22 starts. A man, or men, laying off of his, or their, own volition will not be accorded the privilege of performing service until all other regular men in his, or their, respective brackets have been worked or had the opportunity to work 22 straight time starts.

The seniority board will be grouped in brackets according to alphabetical order. A to C will run from the 1st to the end of the month, C to L from the 8th to the 7th of the following month, L to R from the 15th to the 14th of the following month and S to Z from the 22nd to the 21st of the following month.

NOTE: The original list of names in brackets omitted here due to changes made subsequent to the effective date of the agreement.

The number of men in the brackets are subject to change locally between the Local Chairman and the Trainmaster in charge.



All departures worked in excess of 22 in the monthly period will be at the overtime rate.

Under Section 12(b) of Article 3, Five-Day Work Week, it is provided that Section 3(e) and Section 5 of Article 3 shall not apply to Car Retarder Operators, Hump Motor Car Operators (Chauffeurs), Levermen and Switchtenders (sometimes classified as Switchmen). It is agreed that Section 3(e) and Section 5 of Article 3 will not apply to so-called "Herders."

On date or days assignments are annulled, Sections 7(a) and 7(b) of Article 3 of said Agreement "A" will apply. This will not modify the practice in connection with the so-called "bump board."

When the extra board is exhausted, the senior man who has completed his period of 22 starts may on the last day of such period make request to fill vacancies and be permitted to fill vacancies on his rest days.

Yardmen used to fill vacancies on their rest days will be permitted to fill the vacancies but not permitted to displace. Such yardmen shall be paid straight time rate beginning with the first succeeding assignment of their next work period.

Rest day time will begin on the calendar day starting at 12:01 a. m., but not less than eight (8) hours after the tie-up time of last assignment worked prior to "calendar rest day."

A regular yardman's work week will include any day of his work period in which he is used in service provided for by yardmen.

A yardman used in extra yardmaster service during his work period will have his work period reduced by the number of day or days in such service but overtime rate will apply only after 22 starts in their 30 day period.

The assignment of days off to yardmen according to their seniority will be done jointly by a representative of the organization and a representative of the carrier in each of the seniority districts covered by this agreement and the men will be divided into groups with the object of having enough men to cover the work on days off of the men on each day of the week.

It is the intention that, by agreement between the representatives of the organization and railroad, enough men be set up from the extra board to fill regular jobs so that regular vacancies will be filled and thereby avoid needless bidding.

Assignments commenced prior to July 1, 1960 will not be affected by the terms of this agreement.

The five-day work week will be made effective for all assignments beginning with the first assignment subsequent to 12:01 a. m. July 1, 1960.

It is understood that this agreement, effective July 1, 1960 may be cancelled on or before September 1, 1960 by the carrier or the organization; otherwise this agreement shall remain in effect 6 months and thereafter be subject to revision or abrogation in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 10th day of June, 1960.



NORPAUL - LOCAL AGREEMENTS

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) - Superseded and modified by the 7-14-71 Equalization of Belt Transfer Crews Agreement.

(b) - Superseded and modified by the 10-2-50 Cancellation Agreement and the 10-17-74 Handling of Norpaul Yardmen on the Crew Board Agreement.

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 not 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) - Superseded and modified by the 10-17-74 Agreement.

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 or (8-12-48 Agreement) cancelled for one day.

(2) New jobs are established.

(3) He is displaced by a senior yardman.

(4) 2-15-56 Agreement reading:

"An assignment will be open for bid when the Yardman who holds it has completed his twenty-two (22) starts in his monthly periods.

"This provision is an exception to the closing of the crew board at 12:00 Noon each Sunday as outlined in Article 5 of the Agreement dated December 17, 1942."

Also, the 3-8-74 Pokorny-Snell interpretation reading:

"It was agreed in our discussion that, under the existing agreement, if a 22 start vacancy (one on which a regularly assigned yardman had completed his 22nd start of his monthly work period) is involved, the senior yardman may displace a junior yardman who has placed himself on such an assignment up to two (2) hours before the next starting time of that assignment. After the two (2) hour call time before the next starting time of such an assignment, the yardman holding that assignment may not be displaced by a yardman who does not have a bump coming until the next Sunday mark up board. This application will be applied in future cases involving the above circumstances."

Article 6(a) - Yardmen will give not less than two hours' notice of their desire to lay off and not less than three hours' notice (4-17-74 Agreement) of their intention to return to duty.

(b) - Abrogated by the 4-4-74 Agreement.

(c) - Abrogated by the 4-4-74 Agreement.

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.

Chicago, Illinois, December 17, 1942

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, effec-

tive 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.

Norpaul, Illinois, April 12, 1943

Norpaul, Illinois, April 28, 1943

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.

No. 4 of the 11-25-46 FOREMAN VACANCIES AGREEMENT

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.

Norpaul, Illinois, January 4, 1944

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 time the turn was tied up.

Norpaul, Illinois, February 17, 1944

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 if 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.

Blue Island, IL, March 27, 1944

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.

Norpaul, IL, November, 29, 1944

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 BRT 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."

Blue Island, IL, February 10, 1945

Mr. E. C. Smith, Local Chairman, BRT

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 cancellation 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 9, 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.

/s/ M. W. Amoss, Trainmaster

Accepted for Norpaul Yardmen:  
/s/ E. C. Smith, Local Chairman, BRT

#### DEADHEADING - NORPAUL

#### AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN RESPECTING 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.

Chicago, Illinois, March 28, 1944

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN, REPRESENTING YARDMEN AND THE INDIANA HARBOR BELT RAILROAD COMPANY IN REGARD TO CANCELLATION OF INDUSTRY ASSIGNMENTS AT NORPAUL

It is mutually agreed that in cancelling Industry assignments within the same starting time bracket at Norpaul (only), the industry assignment cancelled will be that held by the regularly assigned junior foreman.

This Agreement becomes effective April 21, 1950 and may be cancelled under the provisions of the Railway Labor Act, as amended.

Gibson, Indiana, April 14, 1950

MEMORANDUM OF AGREEMENT RESPECTING THE HANDLING OF CARS AFTER DELIVERY OF CARS TO THE IHB BY C&NW RAILWAY IN THE NORPAUL SENIORITY DISTRICT

With respect to the operating whereby cars are delivered to the IHB Railroad by the C&NW Railway to the Norpaul Seniority District in lieu of being pulled from the C&NW Railway by IHB crews.

IT IS AGREED that it is permissible without penalty for an IHB crew to:

1. Double cars from one track to another.

This provision does not modify Paragraph A, Section 5 of Memorandum of Understanding effective April 1, 1943, as shown on pages 52, 53, and 54 of the so-called "Green Book".

2. Take cars from Norpaul Yard and pick up cars from the track or tracks on which cars are delivered by C&NW or IHB crews.

Signed at Gibson, Indiana, this 31st day of December, 1954.

MEMORANDUM OF AGREEMENT WITH REGARD TO REGULATION OF THE YARDMEN'S EXTRA BOARD AT NORPAUL

1. Reduction of the extra board will not be required to be made when the majority of yardmen on the extra board make nine (9) or more departures during a pay period.
2. When majority of yardmen on extra board make eleven (11) or more departures during a pay period, additional yardmen may be added to the board.
3. In adding departures on the basis as set out in Paragraphs 1 and 2, it will be done on the basis of the entire pay period, except when a marked change in business conditions require an earlier reduction or the employment of additional yardmen before the end of the interval.

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

This agreement shall become effective November 1, 1955 and remain in

effect unless cancelled on ten day written notice, one party to the other.

Gibson, Indiana, October 20, 1955

In accordance with the Brotherhood's request of November 14, 1955, it is agreed, effective December 5, 1955, to place in effect for yardmen a five-day work week under the provisions of Agreement "A" of May 25, 1951, and without prejudice to the Carrier's interpretation of Section 4, Article 3 of that Agreement.

In the application of the five-day work week at Norpaul, it is agreed that all sections and/or subsections of Article 3 of Agreement "A" and supplement thereto, will be considered as having been complied with, not necessary, or self-explanatory, with the following arrangement, mutually interpreted for the future:

Beginning December 5, 1955 Norpaul yard will go on a five-day week based on 22 straight time starts per monthly period. Days off account assignment not working or for other reasons including laying off, will be counted as rest days.

The seniority board will be grouped in brackets according to alphabetical order. A to C, both inclusive, will run from the 1st to the end of the month, D to K, both inclusive, from the 8th to the 7th of the following month, L to P, both inclusive, from the 15th to the 14th of the following month and Q to Z, both inclusive, from the 22nd to the 21st of the following month.

NOTE: The original list of names in brackets omitted here due to changes made subsequent to the effective date of the agreement.

The number of men in the brackets are subject to change locally between the Local Chairman and the Trainmaster in charge.

All departures worked in excess of 22 in the monthly period will be at the overtime rate.

Under Section 12(b) of Article 3, Five-Day Work Week, it is provided that Section 3(e) and Section 5 of Article 3 shall not apply to Car Retarder Operators Hump Motor Car Operators (Chauffeurs), Levermen and Switch-tenders (sometimes classified as Switchmen). It is agreed that Section 3(e) and Section 5 of Article 3 will not apply to so-called "Herders."

On date or days assignments are annulled, Sections 7(a) and 7(b) of Article 3 of said Agreement "A" will apply. This will not modify the practice in connection with the so-called "bump board."

When the extra board is exhausted, the senior man who has completed his period of 22 starts may on the last day of such period make request to fill vacancies and be permitted to fill vacancies on his rest days.

Yardmen used to fill vacancies on their rest days will be permitted to fill the vacancies but not permitted to displace. Such yardmen shall be paid straight time rate beginning with the first succeeding assignment of their next work period.

Rest day time will begin on tie-up time of last assignment worked prior



to rest day.

A regular yardman's work week will include any day of his work period in which he is used in service provided for by yardmen.

A yardman used in extra yardmaster service during his work period will have his work period reduced by the number of day or days in such service but overtime rate will apply only after 22 starts in their 30 day period.

The assignment of days off to yardmen according to their seniority will be done jointly by a representative of the organization and a representative of the carrier in each of the seniority districts covered by this agreement and the men will be divided into groups with the object of having enough men to cover the work on days off of the men on each day of the week.

It is the intention that, by agreement between the representatives of the organization and railroad, enough men be set up from the extra board to fill regular jobs so that regular vacancies will be filled and thereby avoid needless bidding.

Assignments commenced prior to December 5, 1955 will not be affected by the terms of this agreement.

The five-day work week will be made effective for all assignments beginning with the first assignment subsequent to 12:01 a. m., December 5, 1955.

It is understood that this agreement, effective December 5, 1955 may be cancelled on or before January 1, 1956 by the carrier or the organization; otherwise this agreement shall remain in effect 6 months and thereafter be subject to revision or abrogation in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana this 23rd day of November, 1955.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN AND THE INDIANA HARBOR BELT RAILROAD COMPANY WITH RESPECT TO THE FIVE-DAY WORK WEEK AND REVISING DEFINITION OF A "REST DAY"

With respect to the item of the Agreement dated November 23, 1955 applying to the Five-Day Work Week at Norpaul, and which reads as follows:

"Rest day time will begin on tie-up time of last assignment worked prior to rest day."

It is agreed and understood that this definition of a rest day is revised to read as follows:

"Rest day time will begin on the calendar day starting at 12:01 a. m., but not less than eight (8) hours after the tie-up time of last assignment worked prior to 'calendar rest day.'"

Signed at Gibson, Indiana, this 10th day of April, 1956.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR  
BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY  
THE UNITED TRANSPORTATION UNION (T) WITH RESPECT TO THE  
HANDLING OF NORPAUL YARDMEN ON THE CREW BOARD AT  
NORPAUL

IT IS AGREED:

Articles 3(c), 6(a), (b) and (c) of the Norpaul Local Agreements as shown on pages 142 and 143 in the present Green Book, the Letter of Understanding dated November 16, 1943 (page 145-Green Book), the Memorandum of Understanding dated December 15, 1946 (page 148-Green Book) and a letter of interpretation dated May 16, 1951 concerning vacancies created by yardmen assigning themselves to new jobs, are abrogated herewith and the following provisions shall apply:

Article 1. (a) Temporary vacancies on regular yard, yard transfer or outer belt transfer service assignments which are caused by regular men marked off for any reason shall be filled the first day from the extra board. The second day or thereafter, a vacancy may be filled by the senior yardman requesting that assignment. Such a vacancy will be open (following the off duty time of the assignment) to the senior bidder thereto up to three (3) hours before the on-duty time of the assignment at which time the senior yardman holding the vacancy will be assigned thereto for a minimum of forty-nine (49) hours or until the next Sunday mark-up board (as provided for in Article 5), unless he is displaced by a senior yardman who has a bump coming.

(b) Vacancies created by yardmen assigning themselves to new jobs that have been put on by bulletin during the week may be filled by the senior yardman requesting such vacancies. Such a vacancy will be open (following the off duty time of the assignment) to the senior bidder thereto up to three (3) hours before the on-duty time of the assignment at which time the senior yardman holding the vacancy will be assigned thereto for a minimum of forty-nine (49) hours or until the next Sunday mark-up board (as provided for in Article 5), unless he is displaced by a senior yardman who has a bump coming.

NOTE: In (a) and (b) above wherein it states, "Such a vacancy will be open (following the off duty time of the assignment)" is interpreted to mean the off duty time or twelve (12) hours following the on duty time, whichever comes first.

(c) Any yardman bidding on a vacancy such as covered in paragraphs (a) and (b) above and later displaced by a senior yardman prior to the three (3) hour cut-off time may, at the time notified, exercise his seniority to another position available to him, or he shall remain on the position from which he attempted to move. If, at the time notified, it is too late for him to cover his former position or his seniority will not permit his return, he will then go to the bump board and be handled under the provisions of paragraph (f) of this agreement. Extra board men unable to return to their proper place will go first out.

(d) Between Sunday mark-up boards, an extra board yardman who is three (3) or less times out on the extra board will not be allowed to exercise seniority from the extra board to a position on a regular assignment that may become available under this agreement.

(e) Any yardman going to an assignment (this will include the extra board) must remain on that assignment (whether he is marked up or marked off) for a minimum of forty-nine (49) hours or until the next Sunday mark-up board unless displaced (bumped). Extra board yardmen marking up after being off must return to the extra board.

(f) A yardman who is displaced (bumped) will be placed on the bump board from where he must exercise his seniority within sixteen (16) hours after he is notified of his displacement or he will be placed on the foot of the extra board at the expiration of the sixteen (16) hour period, unless he is marked off, and must remain on the extra board a minimum of forty-nine (49) hours, or until the next Sunday mark-up board.

(g) 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 are 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.

NOTE: If two or more yardmen with the same tie-up time are subsequently displaced and they all pick the extra board when notified, they will be placed thereon in seniority order according to the tie-up time involved.

(h) Yardmen displaced will be promptly notified accordingly. If such a yardman is working on an assignment at the time of his displacement, he shall be so notified at the end of that tour of duty or as soon thereafter as possible. If not working, the displaced yardman will be so notified in accordance with the present practice. A yardman displaced while marked off will be notified of his displacement at the time he next contacts the crew dispatcher office.

(i) Yardmen will give not less than two (2) hours notice of their desire to lay off and not less than three (3) hours notice of their intention to return to duty.

Effective 12:01 a. m. , Monday, October 28, 1974, this Agreement will supersede the Agreement dated April 4, 1974 WITH RESPECT TO THE HANDLING OF NORPAUL YARDMEN ON THE CREW BOARD AT NORPAUL and will remain in effect thereafter until changed, cancelled or abrogated under the provisions of the Railway Labor Act, as amended. It is further understood that this agreement shall be in full and final settlement of a dispute which existed between the parties over the interpretation of the language contained in an agreement dated January 7, 1965.

Signed at Gibson, Indiana, this 17th day of October, 1974.

SWICHTENDERS  
SWICHTENDER-OPERATORS  
LEVERMEN AT EAST END GIBSON  
LEVERMEN AT ROUNDHOUSE LEAD  
OPERATORS AT ARGO  
OPERATORS AT NORPAUL  
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 RAILROAD TRAINMEN REPRESENTING SWITCHTENDERS, TELEGRAPHERS, 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, Operators at Argo and Norpaul, 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) 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 4 1/2 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 Mid-night.

(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 Section (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.

(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 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 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.

(c) An extra employee 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 employee 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 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 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 employee by another employee 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 employee, or any complaint made by the authorized committee of the BRT 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 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 - 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 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 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) There will be no permanent trading of positions. Where employees 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 employee 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 agreements 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 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 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 - 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 15 - Reducing 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 16 - 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.

NOTE: Article 16 modified by a 1961 claim settlement. (see page 114)

#### Article 17 - Employees Returning to Work

Employees laying off shall give not less than three hours advance notice when reporting to work.

#### Article 18 - Notice of Exercise of Seniority

Employees affected by displacement or cancellation shall give at least three hours notice in exercise of their seniority.

#### Article 19 - Notice of Cancellation

Four or more hours advance notice will be given employees affected when assignments are cancelled.

#### Article 20 - 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 21 - 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 examination 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 22 - 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 23 - 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 24 - 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 25 - Service on Committee

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

Article 26 - 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 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 27 - 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.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN WITH RESPECT TO THE FILLING OF TEMPORARY VACANCIES IN POSITIONS OF SWITCHTENDERS, OPERATOR-SWITCHTENDERS, AND LEVERMEN AT EAST END, GIBSON, AND ROUNDHOUSE LEAD, HEREINAFTER REFERRED TO AS SWITCHTENDERS; AND, LEVERMEN, LEVERMEN-OPERATORS, LEVERMEN-CLERKS, AND TRAIN DIRECTORS AT OSBORN TOWER, GIBSON TOWER, GRASSELLI TOWER, CALUMET TOWER, REPUBLIC TOWER, AND 55TH STREET TOWER, HEREINAFTER REFERRED TO AS TOWERMEN

IT IS AGREED:

1. (a) Each temporary vacancy shall be filled by the extra Switchtender of Towerman standing first-out and available for service on the Switchtenders-Towermen extra board and at the time designated to start work on such vacancy.

(b) If a temporary vacancy continues for more than two (2) days the

senior man who has made application for the position will be assigned.

2. (a) If the extra list is exhausted at the time a call is made to fill a temporary vacancy, the senior regularly assigned Switchtender-Towerman available shall be used to fill such temporary vacancy.

(b) A vacancy created by using a regularly assigned Switchtender-Towerman will be filled by an extra Switchtender-Towerman available or by another available regularly assigned Switchtender-Towerman. If there is no extra Switchtender-Towerman available to fill the vacancy thus created, the position may be filled as provided in Section 6.

(c) A senior Switchtender-Towerman assigned to a regular position will not be considered available, unless he has filed a formal notice in writing at the Crew Dispatcher's office, indicating his desire to be used to fill a temporary vacancy. Such notice will continue in effect for a period of not less than thirty (30) days after date of filing. A Switchtender-Towerman who has filed such formal notice shall, after the expiration of a 30-day period, have the right to file a written request to cancel such notice and thereby remove his name from the so-called available list.

3. (a) An extra Switchtender-Towerman used to fill a temporary vacancy on a Switchtender-Towerman's position shall be paid at the rate applicable to the position filled.

(b) A regularly assigned Switchtender-Towerman used to fill a temporary vacancy on a Switchtender-Towerman position shall be paid at the overtime rate applicable to the position filled but not less than the overtime rate applicable to his regularly assigned position for each day or shift so used. Pro rata rates will apply for service performed on the first shift worked following his return to this regular position.

4. Deleted as no longer applicable.

5. A regularly assigned Switchtender-Towerman to fill a temporary vacancy shall be paid an arbitrary allowance at pro rata rates as travel time in each direction to and from the point where temporary service is performed, on the following basis:

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 GTW Tower to Wireton - 30 minutes.

Between points Lincoln Avenue to Broadway Street, Blue Island, and Argo Station - 2 hours.

Between points Lincoln Avenue, Dolton, to Broadway Street, Blue Island, and west of Argo - 3 hours.

Blue Island and Gibson - 45 minutes.

Blue Island and 55th - 3 hours.

Between Gibson territory and 55th Street - 4 hours.

6. (a) In the event the switchtenders' extra board has been exhausted and a regularly assigned switchtender is not available for call to fill a temporary vacancy, an available extra yardman shall be used.

(b) A yardman used in accordance with Section 5(a) shall be paid not less than the yard helper's rate and not less than the rate applicable to the position he would have filled on the basis of his seniority as a yardman.

(c) If there are no employees available in any category, or in emergency the vacancy may be filled by working the other two occupants of the position each four (4) hours.

7. It is understood that this agreement cancels in its entirety the memorandum of agreement which became effective October 1, 1949.

8. This agreement does not change, modify, or in any manner, affect schedule rules or agreements in effect, except as specifically provided herein.

This Agreement was effective April 1st and 15th, 1951, and remains in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

SUPPLEMENT TO MEMORANDUM OF AGREEMENT, EFFECTIVE APRIL 15, 1951, BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN WITH RESPECT TO THE FILLING OF TEMPORARY VACANCIES IN POSITIONS OF SWITCHTENDERS, OPERATOR-SWITCHTENDERS, AND LEVERMEN AT EAST END, GIBSON, AND ROUNDHOUSE LEAD, HEREINAFTER REFERRED TO AS SWITCHTENDERS; AND, LEVERMEN, LEVERMEN-OPERATOR, LEVERMEN-CLERKS, AND TRAIN DIRECTORS AT OSBORN TOWER, GIBSON TOWER, GRASSELLI TOWER, CALUMET TOWER, REPUBLIC TOWER, AND 55TH STREET TOWER, HEREINAFTER REFERRED TO AS TOWERMEN

It is understood and agreed that effective December 16, 1953, the following will be added to and become a part of Item 5 of the Agreements effective April 1 and 15, 1951:

Between -	Norpaul	Melrose	LaGrange	Argo	Stickney
And	And	And	And	And	And
Melrose	15 Minutes	-	-	-	-
LaGrange	30 "	15 Minutes	-	-	-
Argo	45 "	30 "	15 Minutes	-	15 Minutes
Stickney	60 "	45 "	30 "	15 Minutes	-
Chappell	60 "	45 "	30 "	15 "	30 "
55th Street	75 "	60 "	45 "	30 "	45 "
Elsdon	90 "	75 "	60 "	45 "	60 "
Oakley	105 "	90 "	75 "	60 "	75 "

Points located east of Calumet Park . . . . . 15 Minutes  
except that no allowance will be made between Howard Avenue and Columbia Avenue (Main Line), and Columbia Avenue (South Hump Lead), or between

Gibson Roundhouse Lead and Gibson East End.

Signed at Gibson, Indiana, this 19th day of December, 1953.

ARTICLE 16 - Displacing  
Gibson District

Mr. H. E. Howard, General Chairman, BRT                      September 22, 1961

At the meeting held in my office on Thursday, September 21, 1961, we discussed the case referred to in your letter of July 26, 1961, File G-1671, as follows:

"...claims of Operator M. D. Stevenson, dated April 29 and 30, 1961, claiming eight hours at the straight time rate account Operator Nantista being allowed to assign himself to 55th Street Tower on these dates,..."

In line with the discussion at the meeting and our telephone conversation: It is my understanding that claim dated April 29, 1961, is without merit and payment of that claim is declined.

With respect to the claim dated April 30, 1961: It is my understanding there is a practice in effect on the Gibson board whereby towermen, levermen, operator-switchtenders, etc... in the Gibson District are permitted to bump and take a new assignment on the second rest day of the assignment they previously held. It is my further understanding, upon making inquiry, that the practice is not in effect at Blue Island. However, I am agreeable to pay the claim for April 30, 1961, with the understanding that the practice in effect at Gibson--while it may not be in conformity with the so-called National Agreement--is the practice which will be adhered to and should any future cases arise they will be governed by this practice and understanding.

Upon receipt of appropriate timeslip covering the April 30, 1961 claim, same will be approved for payment.

/s/ A.F. Liesenfelt

NOTE: Payment was made of the above claim on the basis that the practice will remain in effect, even though it may not be in strict conformity with the National Agreement covering the five-day work week for Trainmen. The 9-11-47 Agreement was superseded and modified accordingly.

SWITCHTENDERS BLUE ISLAND-HUMP

Mr. J.A. Rash, Deputy President, BRT      Gibson, Indiana, April 11, 1947

At our meeting in Chicago on April 9th, we discussed the claims of IHB 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.

/s/ R.H. McGraw, General Manager

The above is accepted as full settlement of the issues involved.

/s/ C.C. Kitts, General Chairman, BRT

/s/ J.A. Rash, Deputy President, BRT

MEMORANDUM OF UNDERSTANDING WITH RESPECT TO FILLING SWITCHTENDER AND OPERATOR-SWITCHTENDER VACANCIES IN THE ARGO DISTRICT

When it is necessary to use yardmen to fill vacancies in switchtenders and operator-switchtenders positions in the Argo District, the vacancies will be filled as follows:

(a) By using the available qualified extra yardman first out on the Argo yardmen's extra list.

(b) If there are no qualified yardmen on that extra list, the junior available qualified yardman scheduled to work as yardman in the same starting time bracket as the vacancy exists will be used.

Gibson, Indiana, March 4, 1954

FILLING POSITION - AGENT-LEVERMAN  
REPUBLIC TOWER, EAST CHICAGO, IND.

MEMORANDUM OF UNDERSTANDING COVERING OPERATION OF LEVERMEN AT REPUBLIC TOWER, EAST CHICAGO, INDIANA, DURING NIGHT HOURS AND SUNDAYS

At request of employees 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 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 employees 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 second 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.

Gibson, Indiana, February 25, 1938

SUPPLEMENT TO MEMORANDUM OF UNDERSTANDING DATED GIBSON, INDIANA, FEBRUARY 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 (72 3/4) cents per hour.

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 employees 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 employee 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 employees coming under the Operator-Levermen Agreement.

This Memorandum of Understanding or Agreement will be effective April 25, 1938.



Gibson, Indiana, April 16, 1938

SUPPLEMENT TO MEMORANDUM OF UNDERSTANDINGS DATED AT GIBSON, INDIANA, FEBRUARY 25, 1938 AND APRIL 16, 1938, WITH RESPECT TO OPERATION OF LEVERS AT REPUBLIC TOWER, EAST CHICAGO, INDIANA

It is hereby agreed that the Memorandum of Understanding 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 operation of levers at Republic Tower, East Chicago, Indiana, dated at Gibson, Indiana, April 16, 1938, will be considered 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.

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.

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-Telephoner 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 employee 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 employee 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.

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 BROTHER-  
HOOD OF RAILROAD TRAINMEN, COVERING POSITION OF AGENT-LEV-  
ERMAN, 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.

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.

Gibson, Indiana, May 20, 1942

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 TRAIN-  
MEN 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.

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.

Chicago, Illinois, April 24, 1942

DAYLIGHT SAVINGS TIME

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS TRAIN DIRECTORS, TELEPHONE OPERA-  
TORS (EXCEPT SWITCHBOARD OPERATOR), TELEGRAPHERS, TOWER-  
MEN, 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 Day-  
light 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 employees, 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 em-  
ployees, who are required to work one hour more than their regular assign-  
ment, 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 intend-  
ed revision or cancellation.

Signed at Gibson, Indiana, this 3rd day of May, 1946.

MEMORANDUM OF UNDERSTANDING BETWEEN INDIANA HARBOR  
BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD  
TRAINMEN MADE IN CONFORMITY WITH ARTICLE 3, SECTION 14 OF  
AGREEMENT "A", DATED MAY 25, 1951 AND ITS SUPPLEMENTS  
COVERING APPLICATION OF THE FIVE-DAY WORK WEEK FOR  
SWITCHTENDERS, OPERATOR-SWITCHTENDERS, TRAIN DIRECTORS,  
TELEPHONE OPERATORS (EXCEPT SWITCHBOARD OPERATORS),  
TELEGRAPHERS, TOWERMEN, LEVERMEN, BLOCK-OPERATORS,  
CLERK-LEVERMEN, CLERK-OPERATORS, AND AGENT-LEVERMEN

Pursuant to the provisions of Sections 13 and 14 of Article 3 of Agreement "A", dated May 25, 1951 and its supplements, by and between the participating Carriers listed in Exhibits A, B, and C attached thereto and represented by Eastern, Western, and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Brotherhood of Railroad Trainmen through their Conference Committee:

The following is mutually understood and agreed to by the parties hereto to implement the purposes of said Article 3 of said Agreement "A", dated May 25, 1951 and its supplements, and any existing practices to the contrary are modified accordingly.

Section 1

1. A work week of forty hours consisting of five consecutive days of eight hours each with two days off in seven is established effective Monday, January 2, 1956 subject to the following provisions except as hereinafter provided.

2. Modified by 9-4-56 Agreement to read:

"It is mutually understood and agreed between the parties that rest days are assigned to positions, the employees to select the positions that list the rest days of their choice, in accordance with the rules."

(a) Regular assignments will be listed according to service requirements.

(b) Deleted.

(c) Deleted.

(d) Extra men will be handled in accordance with Section 6.

3. The changes as enumerated above shall begin on the effective date of this agreement and employees may exercise seniority rights to select the assignment of their choice.

4. Deleted.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday.

### Section 3

(a) When service is required on a days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Blank

(e) Representatives of the carrier and of the employees will cooperate in designating the days off.

(f) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

### Section 4

At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employees, agreements may be made to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-

consecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

Section 5 - Blank

Section 6

Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 7

(a) In event a regular or regular relief job or assignment is annulled for one day or more, the employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

(b) Any employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.

(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week provided: (1) that such employees endeavored to exercise their seniority as provided in paragraphs (a) and (b) of this Section 7; (2) that such employees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

Section 8

1. Existing rules which relate to the payment of daily overtime for regular employees and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

2. Current overtime rules relating to extra men are cancelled as of the effective date of this agreement and the following will apply:

Except as indicated below or 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, all time worked in excess of eight hours continuous service in a twenty-four hour

period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

- (a) This rule applies only to service paid on an hourly or daily basis.
- (b) Blank
- (c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

- (d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

NOTE (1): In cases where there is a man or men available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

3. Employees worked more than five straight time eight-hour shifts in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

- (a) Where days off are being accumulated under Section 4 of this agreement.
- (b) When changing off where it is the practice to work alternately days and nights for certain periods;
- (c) When working through two shifts to change off;
- (d) Where exercising seniority rights from one assignment to another;

In the event an additional day's pay at the straight time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (3).

4. There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (3) of this Section 8, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (3) of this Section 8, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or prac-

tices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this understanding.

5. Service under two agreements shall not be combined in any manner in the application of this understanding.

#### Section 9

Beginning on the date this Agreement becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949, shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

#### Section 1(a) - 1(b). Add:

In the application of Section 1(a) and 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.

Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which Agreement "A" becomes effective, shall not be changed.

Section 1(d). Add "Note": The 60 and 30 calendar days referred to herein shall not be subject to the 1.2 computation provided for in Sections 1(a) and 1(b).

#### Section 2(a). Add:

##### Yard Service

An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five (5) minimum basic day's pay at the rate of the last service rendered.

#### Section 2(b). Add:

##### Yard Service

An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less



than ten (10) minimum basic 'days' pay at the rate of the last yard service rendered.

With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

#### General

Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this agreement, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

#### Section 10 - Blank

#### Section 11

(a) All regular or regular relief assignments for yard service employees shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this understanding.

(b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment in or selects another "days off" period on a strict seniority or mark-up board will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

(c) An employee on an extra board who takes a regular or regular relief assignment will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week starting with the Monday in which the change is made.

(d) Except as provided in paragraphs (b) and (c) of this Section, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts (excluding the exceptions from the computations provided for in Section 8 paragraphs (3) and (4)) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect.

Section 12

(a) Blank

(b) Blank

(c) None of the provisions of this understanding relating to starting time shall be applicable to any classification of employees included within the scope of this understanding which is not now subject to starting time rules.

Section 13

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up-boards", etc., shall be changed or eliminated to conform to the provisions of this understanding in order to implement the operation of the work week on a straight time basis.

Section 14

The parties hereto having in mind conditions which exist or may arise in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purpose of this understanding provided that such understandings shall not be inconsistent with this understanding.

This agreement cancels Memorandum of Understanding effective October 1, 1952 and its supplements.

This agreement shall become effective January 2, 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, December 28, 1955

SUPPLEMENT TO MEMORANDUM OF AGREEMENT EFFECTIVE DECEMBER 27, 1955 COVERING THE ESTABLISHMENT OF A FIVE-DAY WEEK FOR SWITCHTENDERS, OPERATOR-SWITCHTENDERS, TRAIN DIRECTORS, TELEPHONE OPERATORS (EXCEPT SWITCHBOARD OPERATORS), TELEGRAPHERS, TOWERMEN, LEVERMEN, BLOCK OPERATORS, CLERK-LEVERMEN AND CLERK OPERATORS

This agreement dated this 9th day of August, 1956 supplements the Memorandum of Agreement between the Indiana Harbor Belt Railroad Company and the Brotherhood of Railroad Trainmen effective December 27, 1955 covering the Establishment of a Five-Day Week for Switchtenders, Operator-Switchtenders, Train Directors, Telephone Operators (except Switchboard Operators), Telegraphers, Towermen, Levermen, Block Operators, Clerk-Levermen and Clerk Operators.

A vacancy on the regular rest days of a regular or regular relief position will not be considered a temporary vacancy in respect to the requirements of the rule for diversions. Such vacancies on the regular or rest days of a regular or regular relief position when there are no extra men available for such vacancy, if filled, shall be filled in the following order:

First - By the regular occupant of such position, if available.

Second - By the senior available qualified employee on his rest days from the area of the extra board which would normally have the preference for filling the vacancy.

Third - If it cannot be filled as provided in Items First and Second, it may be filled in accordance with agreement provisions of local rules governing.

Fourth - A man on "rest days" will be considered available if he can complete the hours of the assignment called for and resume service on his regular assignment following his "rest days".

Existing rules contrary to the provisions of this agreement are modified to the extent of the terms of this agreement.

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

MEMORANDUM OF AGREEMENT FOR  
THE PURPOSE OF ESTABLISHING A UNION SHOP:

This Agreement, made this 1st day of February, 1952, by and between Indiana Harbor Belt Railroad (hereinafter referred to as the "Carrier") and the employees of the Carrier represented by the Brotherhood of Railroad Trainmen (hereinafter referred to as the "Brotherhood"):

WITNESSETH:

1. Subject to the terms and conditions hereinafter set forth, all employees of the Carrier in the classes of Operator-Switchtenders, Levermen, Operators, Train Directors, Telephone Operators (excluding Switchboard Operators), Telegraphers, Towermen, Block Operators, Clerk-Levermen, Clerk-Operators and Agent-Levermen, who are represented by the Brotherhood and embraced by the respective agreements between the parties hereto, shall, as a condition of their continued employment, be members of the Brotherhood.

2. Employees shall acquire membership in the Brotherhood within sixty calendar days of the date on which they first perform compensated service in the classes described in Section 1 hereof under the provisions of the respective agreements, or within sixty calendar days of the effective date of this agreement, whichever is later, and shall retain such membership during the time they are employed in such classes or during the time this agreement remains in effect, except as otherwise provided herein.

3. (a) The requirements of membership specified in this agreement shall not apply during the time employees are regularly promoted or regularly transferred to positions other than described in Section 1 hereof.

(b) Employees furloughed to serve in the Armed Forces shall acquire union membership as provided for herein within sixty calendar days of the date on which they first perform compensated service following resumption of

employment. This subparagraph (b) shall not apply to employees released to perform short tours of military training duty.

"(c) Employees covered by Section 1 of this agreement who are furloughed because of reduction in force, or who are absent on account of injury, sickness or disability, for more than 30 continuous days under circumstances where they continue to accumulate seniority under the provisions of the general schedule working agreements, will not have such seniority terminated by reason of any of the terms of this agreement provided that upon resumption of employment they comply with the membership of this agreement within 30 days, the word 'membership' as here used means membership in good standing." (Paragraph (c) added by 3-10-52 Letter of Agreement)

4. Nothing in this agreement shall require an employee to become or remain a member of the Brotherhood if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees, and assessments referred to herein mean indebtedness accruing for these items following the effective date of this agreement.

5. The Brotherhood will keep account of employees in classes described in Section 1, and will independently ascertain the status of such employees under the membership requirements of this agreement. The Superintendent shall furnish to the accredited representative of the Brotherhood within ten calendar days from date of employment the names and addresses of all employees entering the service in classes described in Section 1 after the effective date of this agreement.

6. (a) The Brotherhood will notify the Carrier in writing the identity of any employee whose employment under the respective agreements between the parties hereto it requests be terminated by reason of failure to comply with the terms of this agreement. Upon receipt of such notice and request, the Carrier will, as promptly as possible but within ten calendar days of such receipt, notify the employee concerned in writing by registered or certified mail to his last known address, or receipted personal delivery that he is charged with failure to comply with the terms of this agreement. Copy of such notice shall be given to the Brotherhood. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten calendar days from the date of such notice, request the Carrier in writing to accord him a hearing. Such request shall be honored by the Carrier and date set for hearing as soon as possible, but within ten calendar days of the date of receipt of request therefor. Copy of notice of such hearing shall be given to the Brotherhood. The receipt by the Carrier of a request for a hearing shall operate to stay action on the request of the Brotherhood for termination of employment until the hearing is held and the final decision on the property is rendered. In the event the employee concerned fails to request a hearing as provided for herein, unless the Carrier and the Brotherhood agree otherwise in writing, the Carrier shall proceed to terminate his employment under the applicable agreements between the parties hereto at the end of a period of thirty calendar days from receipt of the request from the Brotherhood. (1-11-56 amended above to wherever said phrase appears.)

(b) The Carrier shall determine on the basis of evidence produced at

the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within five calendar days of the hearing date and the employee and the Brotherhood shall be promptly advised thereof. A transcript of the record at such hearing shall be made, and a copy thereof shall be furnished to the Brotherhood. If the decision is that the employee has not complied with the terms of this agreement, unless the Carrier and the Brotherhood agree otherwise in writing, his employment in classes described in Section 1 hereof shall be terminated within ten calendar days of the date of said decision. If the decision of the Carrier is not satisfactory to the employee or to the Brotherhood it may be appealed in writing directly to the highest officer of the Carrier designated to handle appeals. Such appeal shall be taken within nine calendar days of the date of decision appealed from, and the decision on such appeal shall be rendered within twenty calendar days of the date the appeal is taken. The decision by the highest officer of the Carrier designated to handle appeals shall be final and binding unless within thirty calendar days thereafter the Carrier is notified in writing that the decision is unsatisfactory and in such event the dispute may be submitted to a tribunal having jurisdiction thereof within six months of the date of such decision. The accredited representative of the Brotherhood shall have the right to be present at and participate in any hearing conducted pursuant to this or any other union shop agreement which involves a member of the Brotherhood.

(c) Discipline rules contained in existing agreements between the Carrier and the Brotherhood will not apply to cases arising under this agreement.

7. It is understood that this agreement will not apply to students in any of the classes described in Section 1 hereof under the provisions of the respective agreements. It is also understood that employees in training on any of such positions will not have their training time counted as compensated service within the meaning of paragraph 2.

8. Neither this agreement, nor any provision contained herein, shall be used as a basis for time or money claims against the Carrier.

9. The check-off of union dues notice filed with the Carrier by the Brotherhood shall be subject to further negotiations between the parties hereto.

10. This agreement shall become effective on February 15, 1952 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, February 1, 1952

Mr. Conrad Steinhauer, Sr., General Chairman, UTU(T)      March 12, 1973

This will confirm our telephone conversation of Thursday, March 8, 1973, with respect to the manner of filling temporary vacancies in positions of switchtenders and/or towermen under provisions of the April 1 and 15, 1951 agreements covering those employees on the IHB Railroad and our further discussion on this subject matter on Monday, March 12, 1973.

It was understood, effective this date, when a regularly assigned switch-tender and/or towerman commences a vacation period, the senior qualified man making application for the vacation vacancy on that position will be

assigned effective on the first day following the assigned rest days of the position provided that he gives the required notice to exercise seniority to such a position. Paragraph 1(b) of the April 1 and 15, 1951 agreements are herewith modified only to the extent set forth above.

If the above correctly states the understanding reached in our discussions, please indicate your concurrence thereto with your signature in the space provided below.

/s/ W.F. Snell, Assistant General Manager-Labor Relations

I CONCUR /s/ Conrad Steinhauer, Sr., General Chairman, UTU(T)

## NATIONAL AGREEMENTS

The following excerpts of National Agreement provisions are reproduced here because of their applicability to employees on the IHB Railroad who are represented by the United Transportation Union. The complete National Agreement is not reproduced here, however, the terms of those agreements are not changed, modified or superseded in any way by either party hereto by their absence from this schedule.

### JURY DUTY

From Article V of the January 27, 1972 National Agreement.

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This rule shall become effective January 1, 1973.

### USE OF COMMUNICATION SYSTEMS

From Article VIII of the January 27, 1972 National Agreement.

Section 1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2. On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service

employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Section 5. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

#### VACATIONS

From Article III of the January 27, 1972 National Agreement and previous agreement which are unchanged thereby.

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1973, by substituting the following Section 1 for Section 1 as previously amended, substituting the following Section 2 for Section 2 as previously amended, and substituting the following Section 9 for Section 9 as previously amended:

Section 1 (a) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the



April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the applications of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said ten or more years of continuous service renders service of not less than sixteen hundred (1600) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the

April 29, 1949 Vacation Agreement, having twenty or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated,

prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) - Deleted - not applicable on IHB.

(g) - Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1. 1, 1. 2, 1. 3, 1. 4 and 1. 6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) - Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), sixteen hundred (1600) basic days under Section 1(c), thirty-two hundred (3200) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(i) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of

such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

Section 2 - Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) - An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i) ) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the United Transportation Union, are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i) ) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) Deleted - not applicable on IHB.

NOTE: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hosting service.

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

ARTICLE IV - PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES OF  
THE APRIL 5, 1957 NATIONAL AGREEMENT AS AMENDED BY THE  
11-30-60, 6-25-64, 7-17-68, 1-27-72, 1-29-75 AND 11-10-76 NATIONAL  
AGREEMENTS

Section 2 - Regularly Assigned Yard Service Employees

(a) Each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Decoration Day	Veterans' Day (1-1-73)
Fourth of July	Christmas Eve (1-1-76)
Labor Day	Good Friday (1-1-76)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regular assigned yard service employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday. (Article I of the November 30, 1960 National Agreement)

NOTE 1: A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday. (Article I of the November 30, 1960 National Agreement)

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

(Article I of the November 30, 1960 National Agreement)

NOTE 3: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier. (Article I of the November 30, 1960 National Agreement)

NOTE 4: Article X, paragraphs (d) and (e) of the July 17, 1968 National Agreement

(d) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(e) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day, a vacation day, and/or the Employee's Birthday.

(c) Yard service employees who work on any of the specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. (Article I, Section 1(b) of the June 25, 1964 National Agreement)

(d) In yards operating under strict seniority or mark-up boards, determination of "regularly assigned employees" for the purpose of applying the qualifying provisions of paragraph (b) of this Section 2 shall be the subject of negotiations on the individual properties.

(e) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2(b) above, each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service. (Article I of the November 30, 1960 National Agreement)

(f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 2.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.

(h) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(i) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

Section 3 - Extra Yard Service Employees (Article I of the November 30, 1960 National Agreement)

(a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Decoration Day	Veterans' Day (1-1-73)
Fourth of July	Christmas Eve (1-1-76)
Labor Day	Good Friday (1-1-76)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employee must -

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

(3) if such employee cannot qualify under Section 3(b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An employee whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in



paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: For the purpose of Section 3, an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

NOTE 3: The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

NOTE 5: Article X, paragraphs (d) and (e) of the July 17, 1968 National Agreement

(d) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(e) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day, a vacation day, and/or the Employee's Birthday.

(c) Yard service employees who work on any of the specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day. (Article I, Section 1(b) of the June 25, 1964 National Agreement)

(d) As used in this Section 3 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

(e) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day Work Week) of the Agreement of May 25, 1951, as amended.

NOVEMBER 10, 1976 NATIONAL AGREEMENT - IMPLEMENTATION OF  
ARTICLE III - HOLIDAYS - OF THE AGREEMENT OF JANUARY 29, 1975  
BETWEEN THE PARTICIPATING CARRIERS REPRESENTED BY THE  
NATIONAL CARRIERS' CONFERENCE COMMITTEE AND THE EMPLOY-  
EES OF SUCH CARRIERS REPRESENTED BY THE UNITED TRANSPOR-  
TATION UNION

IT IS HEREBY AGREED:

Effective January 1, 1976, existing provisions and understandings relating to holidays for employees represented by the United Transportation Union are hereby continued and/or amended in the following respects:

Section 1 - Good Friday

Good Friday is substituted for the Employee's Birthday as a paid holiday. All references in existing holiday provisions and understandings to the Employee's Birthday, and all special qualifying and other provisions and understandings which relate to the Employee's Birthday, are eliminated.

Section 2 - Christmas Eve

Christmas Eve (the day before Christmas is observed) is added to the list of enumerated holidays provided by such provisions and understandings as amended by Section 1 hereof.

Section 3 - Continuation and Extension of Certain Existing Holiday Provisions

All provisions and understandings relating to holidays, other than special qualifying and other provisions and understandings relating to the Employee's Birthday, applicable as of December 31, 1975 shall continue to apply effective January 1, 1976, and will be extended effective that date to apply also to Good Friday (in lieu of the Employee's Birthday) and to Christmas Eve (the day before Christmas is observed). Good Friday shall have the same status as other holidays, and except as provided in Section 4 Christmas Eve (the day before Christmas is observed) shall have the same status as other holidays.

Section 4 - Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

Signed at Washington, D. C., this 10th day of November, 1976.

## HOURS OF SERVICE LAW

Public Law 91-169, 12-26-69

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Act entitled "An Act to promote the safety of employees and travelers upon railroads by limiting the hours of service of employees thereon," approved March 4, 1907 (45 U.S.C. 61, 62, 63, 64), is hereby amended to read as follows: "That (a) this Act shall apply to any common carrier or carriers, their officers, agents, and employees, engaged in the transportation of passengers or property by railroad in the District of Columbia or any territory of the United States, or from one State or territory of the United States or the District of Columbia to any other State or territory of the United States or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

(b) For the purposes of this Act -

(1) The term 'railroad' includes all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any common carrier operating a railroad, whether owned or operated under a contract, agreement, or lease.

(2) The term 'employee' means an individual actually engaged in or connected with the movement of any train.

(3) Time on duty shall commence when an employee reports for duty and terminate when the employee is finally released from duty, and shall include:

(A) Interim periods available for rest at other than a designated terminal;

(B) Interim periods available for less than four hours rest at a designated terminal;

(C) Time spent in deadhead transportation by an employee to a duty assignment: Provided, That time spent in deadhead transportation by an employee from duty to his point of final release shall not be counted in computing time off duty;

(D) The time an employee is actually engaged in or connected with the movement of any train; and

(E) Such period of time as is otherwise provided by this Act.

SEC. 2 (a) It shall be unlawful for any common carrier, its officers or agents, subject to this Act -

(1) to require or permit an employee, in case such employee shall have been continuously on duty for fourteen hours, to continue on duty or to go on duty until he has had at least ten consecutive hours off duty, except that, effective upon the expiration of the two-year period beginning on the effective date of this paragraph, such fourteen-hour duty period shall be reduced to twelve hours; or

(2) to require or permit an employee to continue on duty or to go on duty when he has not had at least eight consecutive hours off duty during the preceding twenty-four hours.

(b) In determining, for the purposes of subsection (a), the number of hours an employee is on duty, there shall be counted, in addition to the time such employee is actually engaged in or connected with the movement of any train, all time on duty in other service performed for the common carrier during the twenty-four hour period involved.

(c) The provisions of this Act shall not apply to the crews of wreck or relief trains.

(d) The provisions of this section shall not apply to an employee during such period of time as the provisions of section 3 apply to his duty and off-duty periods.

SEC. 3 (a) No operator, train dispatcher, or other employee who by the use of the telegraph, telephone, radio, or any other electrical or mechanical device dispatches, reports, transmits, receives, or delivers orders pertaining to or affecting train movements -

(1) shall be required or permitted to be or remain on duty for more than nine hours, whether consecutive or in the aggregate, in any twenty-four hour period in any tower, office, station, or place where two or more shifts are employed; and

(2) shall be required or permitted to be or remain on duty for more than twelve hours, whether consecutive or in the aggregate, in any twenty-four hour period in any tower, office, station, or place where only one shift is employed.

(b) For the purposes of subsection (a), in determining the number of hours an employee is on duty in a class of service, and at a place, described in paragraph (1) or (2) of such subsection, there shall be counted, in addition to the time spent by him on duty in such service at such place, all time on duty in other service performed for the common carrier during the twenty-four hour period involved.

(c) Notwithstanding subsection (a) of this section, in case of emergency the employees named in such subsection may be permitted to be and remain on duty for four additional hours in any period of twenty-four consecutive hours of not exceeding three days in any period of seven consecutive days.

SEC. 4 The requirements imposed by this Act with respect to time on duty of employees are hereby declared to result in the maximum permissible hours of service consistent with safety. However, shorter hours of service and time on duty of employees for lesser periods of time are hereby declared to be proper subjects for collective bargaining between any common carrier subject to this Act and its employees.

SEC. 5 (a) Any such common carrier, or any officer or agent thereof, requiring or permitting any employee to go, be, or remain on duty in violation of section 2 or section 3 of this Act shall be liable to a penalty of \$500 for each and every violation, to be recovered in a suit or suits to be brought by the United States attorney in the district court of the United States having

jurisdiction in the locality where such violations shall have been committed; and it shall be the duty of such United States attorney to bring such suit upon satisfactory information being lodged with him; but no such suit shall be brought after the expiration of two years from the date of such violation.

(b) It shall be the duty of the Secretary of Transportation to lodge with the appropriate United States attorney information of any violation as may come to the knowledge of the Secretary.

(c) In all prosecutions under this Act the common carrier shall be deemed to have knowledge of all acts of all its officers and agents.

(d) The provisions of this Act shall not apply in any case of casualty or unavoidable accident or the act of God; nor where the delay was the result of a cause not known to the carrier or its officer or agent in charge of the employee at the time said employee left a terminal, and which could not have been foreseen.

(e) With respect to any railroad which employs a total of not more than 15 employees covered by this Act, the Secretary of Transportation may after full hearing in any particular case and for good cause shown exempt any such railroad subject to this Act with respect to one or more of its employees from the limitations imposed by this Act for a specified period of time, if the Secretary of Transportation finds that such exemption is in the public interest and will not adversely affect safety. Such order is to be subject to review at least annually. In no event shall any such exemption be made for any railroad described in this section to work its employees beyond 16 hours either consecutively or in the aggregate within any 24-hour period.

SEC. 6 It shall be the duty of the Secretary of Transportation to carry out the provisions of this Act.

SEC. 2 If any provision of the amendment made by the first section of this Act is held invalid, the remainder of such amendment shall not be affected thereby.

SEC. 3 This Act shall take effect one year after the date of its enactment.