

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 BROTHERHOOD OF RAILROAD TRAINMEN, COVERING POSITION OF AGENT-LEVERMAN, REPUBLIC TOWER, EAST CHICAGO

First - The term "emergency" as used in Article "Fifth" of the Memorandum of Understanding, dated September 12, 1939, shall not be construed to cover regular Sunday and holiday loading of traffic at Socony Vacuum Refinery under seven-day operation as now required under the National Defense Emergency.

Second - The Agent-Leverman shall, when necessary, be required to report Sundays and holidays under the "Call" rule to perform his regular duties, and for which he will be compensated as provided in Article "Third."

Third - For such Sunday and holiday work, the Agent-Leverman will be allowed minimum of two hours' pay at time and one-half rate for two hours or less work, and if held on duty in excess of five hours and twenty minutes, will be allowed one day's pay of eight hours, overtime to be allowed for any time in excess of eight hours.

Fourth - The basic rate of pay will be \$1.15 per hour. This hourly rate is arrived at by the following computation:

Monthly rate of \$234.58 multiplied by twelve, divided by 306 working days.

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)