

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 AGREE-  
MENT 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 EMPLOY-  
EES REPRESENTED BY THE UNITED TRANSPORTATION UNION WITH  
RESPECT TO THE APPLICATION OF NATIONAL HOLIDAY PAY AGREE-  
MENTS TO SUCH EMPLOYEES WORKING UNDER 22 START AGREE-  
MENTS

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.