

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.