

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Article 1 - Superseded and modified by #1 of the 1-2-56 Agreement.

Article 2 - Superseded and modified by #10 of the 1-2-56 Agreement.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Article 5 - Superseded and modified by #8 of the 1-2-56 Agreement.

Article 6 - Superseded and modified by #11 and #12 of the 1-2-56 Agreement.

Article 7 - Superseded and modified by #2 of the 1-2-56 Agreement.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

