

ARTICLE XXIII

ELECTRIC LANTERNS

NEW YORK CENTRAL SYSTEM

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

In respect to the settlement of the electric lantern proceeding -- Docket No. 22831 -- and what is known as the full crew proceeding -- Docket No. 24243 -- both proceedings pending before the Illinois Commerce Commission-- the undersigned Company, in consideration of the mutual covenants herein contained, agrees as follows:

ELECTRIC LANTERN MATTER

The undersigned Company agrees to permit the use of electric lanterns by its switchmen and trainmen, except in flagging service the red lantern shall be an oil lantern.

The undersigned Company will furnish electric lanterns to said employees upon his or their request, for which the said employee or employees will deposit the actual cost with said Company and receive a deposit receipt; at the termination of said employee's employment for any reason whatsoever, the Company will return said deposit, without any interest, to said employee or his representative in the event of death or incapacity upon the return of said lantern in such condition as it would be in the ordinary use thereof by said employee.

Said undersigned Company further agrees to replace electric lanterns without any additional deposit or cost when said lanterns are damaged or destroyed in the furtherance of his employment and without fault of said employee; and in the case of the death of said employee in the performance of his duty and said lantern is lost or destroyed, the Company will refund to the representative of said deceased the cost of said lantern upon proper request.

The undersigned Company further agrees to furnish all necessary bulbs and batteries for the service of said lanterns free of charge to said switchmen and trainmen.

It is further understood and agreed that any employee whose time of service in the State of Illinois does not equal a majority of his working time shall not be permitted to have the benefits of this arrangement.

This arrangement shall only apply to the State of Illinois.

FULL CREW

The undersigned Company agrees to use a minimum crew of a conductor or foreman and two helpers in switching yard service of freight runs and transfer yard service of freight runs.

It is also understood that the yardmasters and assistant yardmasters of the undersigned Company will cease and desist from performing the duties of switchmen and car riders.

This agreement shall only apply to the State of Illinois.

It is understood, in consideration of the undersigned Company agreeing to the above arrangements, that you will cause to be dismissed the said full crew proceeding pending before the Illinois Commerce Commission against all defendants and that you will not institute any further full crew proceedings before the Illinois Commerce Commission for a period of one year from July 1, 1937, against the undersigned defendant.

It is further understood that you will cause to be dismissed said electric lantern proceeding pending before the Illinois Commerce Commission against all defendants and will not institute another proceeding covering this subject matter against the undersigned defendant within a period of one year from July 1, 1937.

It is further understood and agreed that this agreement does not waive any rights contained in any written agreements between the parties where the minimum rights contained in those agreements are greater than herein mentioned.

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

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