

ABROGATED BY AUGUST
1, 2005 AGREEMENT-
SIDE LETTER #9
GIBSON FIVE DAY WORK
WEEK IN EFFECT

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE INDIANA
HARBOR BELT RAILROAD COMPANY AND THE EMPLOYEES THEREOF
REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN WITH
RESPECT TO THE ADOPTION OF ARRANGMENT PROVIDING FOR TWEN-
TY-TWO STRAIGHT STARTS IN A MONTHLY WORK PERIOD AT BLUE
ISLAND, ILLINOIS

In accordance with the Brotherhood's written request, it is agreed effec-
tive December 15, 1962, to place in effect for yardmen at Blue Island a so-
called 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 twenty-two starts in a monthly work period (five-
day work week arrangement), it is agreed that all section 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:

The seniority roster of yardmen at Blue Island (seniority board) will be placed in four groups according to alphabetical order of the surname. Group A to F (Group 1) will run from the first (1st) of a calendar month to the last date of a calendar month; Group G to L (Group 2) from the eighth (8th) of the month to the seventh (7th) of the following month; Group L to Q (Group 3) from the fifteenth (15th) of the month to the fourteenth (14th) of the following month; and Group R to Z (Group 4) from the twenty-second (22nd) of the month to the twenty-first (21st) of the following month.

An employee's work period will begin on the first day of the monthly period in the alphabetical group in which his name falls.

Any day not worked will be considered as a rest day.

The number of men in the various brackets will be subject to change locally by the Local Chairman and the Trainmaster in charge in order to equalize the number of employees in each group.

It is intended that, by agreement between the representatives of the Organization and the Carrier, enough men will be set up from the extra board to fill regular jobs so that regular vacancies will be filled and thereby avoid needless bidding and the use of employees at the overtime rate of pay.

On a day, or days, when assignments are annulled, Sections 7(a), 7(b), and 7(c) of Article 3 of the said Agreement "A" of May 25, 1951, will apply. This will not modify the practice in connection with the so-called "bump board."

Only service performed as a yardman may be included in determining service under the twenty-two starts arrangement where the question of overtime rate of pay is involved; that is, no combination of service--such as yardman and yardmaster--will be used in computing the number of starts leading to the payment of overtime. Furthermore, no tour of duty or service under two agreements shall be utilized in computations leading to determining the number of days worked under this agreement.

An extra man making twenty-two starts on less than the first twenty-two days of his work period will not be called on the balance of the first twenty-two days of his work period unless all other extra men that have not made twenty-two starts and the "available board" have been exhausted. Should such an employee having worked a combination of straight time and overtime starts be used for a twenty-third or subsequent start, such shall be paid for at the straight time rate until such extra employee has worked twenty-two straight time starts.

When the extra board is exhausted, employees may be permitted to fill vacancies after completing twenty-two starts in their work period provided the employee has requested that he be permitted to do so and has submitted his name in writing to the Crew Dispatcher on the day he completes his twenty-second start.

Yardmen used to fill vacancies on their rest days will be permitted to fill

vacancies but will not be permitted to displace. Yardmen shall be paid the straight time rate of pay for the tour of duty beginning on the first day of the next monthly work period.

Rest days 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 monthly work period will include any day or days of his work period in which he is used in service provided for yardmen.

The overtime rate of pay (time and one-half) will apply for service rendered as a yardman only after such yardman has performed service on twenty-two straight time starts in any one monthly work period.

An employee on the bump board must exercise his seniority from the bump board within twenty-four hours of receipt of notification he has been placed on the bump board or will be considered as being absent without leave. The twenty-four hours will commence on notification of displacement.

If in any given monthly work period an employee is paid for a vacation day or days, such day or days will be counted against the twenty-two starts during the monthly work period involved. The work opportunity days of twenty-two will be reduced by the number of day or days of vacation paid for. Any combination of days worked and days paid for as vacation which result in a total of more than twenty-two starts for which the employee is being paid, such employee will be penalized in a subsequent work period two days penalty for each day of violation as provided for below.

Employees shall be permitted to lay off but such lay off shall not be granted except as the requirements and exigencies of the service may permit. However, lay offs will not be granted when in the opinion of the Carrier it becomes necessary to use employees at the overtime rate of pay.

In the event an employee works more than twenty-two starts in a monthly work period, such employee will be penalized in a subsequent work period, two days penalty for each day of violation, except in the event an employee after completing twenty-two starts may have been used from the available board or in accordance with applicable rules.

Nothing in this understanding shall be construed as creating a minimum or maximum guarantee or that any guarantee as to number of days worked is or will be contemplated, intended, or implied, by any of the provisions of this arrangement.

Assignments commenced prior to December 15, 1962 will not be affected by the terms of this arrangement.

This arrangement shall become effective for all assignments beginning at and subsequent to 12:01 a.m. December 15, 1962, and this arrangement shall remain in effect for a period of ninety days to March 15, 1963. Should the arrangement prove unsatisfactory to either party, it will cease at the end of the ninety-day period by either party giving a prior ten-day notice to the other party. Should the arrangement prove satisfactory, it will remain in full force and effect unless revised, modified, or abrogated, as provided for under the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 23rd day of November, 1962.