## ARTICLE XX

## CHAINING CARS, COUPLING AND UNCOUPLING HOSE

## Mr. L.M. Lawrence, General Chairman, BRT August 21, 1951

Referring to the agreement of May 25, 1951 between certain Carriers including this Carrier and the Brotherhood of Railroad Trainmen whereby the parties agreed to arbitrate the dispute between them with respect to

- 1. Coupling and uncoupling air, signal and steam hose
- 2. More than one class of Road Service

and Article 3 of that agreement reading as follows:

"The decision of the referee shall be final and binding on the parties, and shall become effective thirty (30) days from the expiration of the date the referee notifies the carrier and employee committees of his decision, and each carrier shall make its election within such period in accordance with the saving clause provisions of the proposed rules."

The Referee did notify the Carrier and Employees' Committees of his decision on August 1, 1951 and the Referee Award with respect to the air, signal and steam hose dispute is as follows:

"A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding dated May 25, 1951 which should read as follows: 'Rules, agreements, interpretations, or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam and signal hose, shall be modified so that there will be no prohibitions or restrictions on yardmen performing such work and no payment therefor will be made but where rules, agreement, interpretations, or practices require payment to yardmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for the payment of only 95 cents.

'Individual carriers may elect to accept this rule or retain their present rules or practices without modification, by so notifying their General Chairman prior to September 1, 1951, and if accepted the date of such notification shall become the effective date.<sup>11</sup>

This Carrier elects to accept the Award of the Referee dated August 1, 1951 and in accordance there with the rules with respect to coupling and uncoupling air, signal and steam hose in the agreements between this Carrier and the Brotherhood of Railroad Trainmen will be changed effective September 1, 1951 to read as follows: Article XX(a) of the Chicago Switching District Yardmen's Agreement known as the Chicago Memorandum of Agreement effective January 2, 1920 and interpretations thereto will be changed effective September 1, 1951 to read:

(a) Yardmen will not be required to chain up or unchain cars in yards or on repair tracks where carmen are employed.

There will be no prohibitions or restrictions on Yardmen for coupling or uncoupling air, steam and signal hose and no payment therefor will be made except as hereinafter provided:

The Supplemental Agreement between this Carrier and the Brotherhood of Railroad Trainmen dated February 5, 1948 with respect to coupling or uncoupling air hose will be changed effective September 1, 1951 to read as follows:

(a) When it is necessary for yardmen to couple or uncouple air hose between cars picked up during their day's work, exclusive of couplings between engine and train, and/or between train and caboose, at locations other than those specified below, each member of the train crew will be paid an independent daily allowance of only 95 cents regardless of which member of the crew does the work, but payment of only 95 cents is to be paid only once in the event the work is performed more than once during the course of the day's work.

(b) It is further understood that yardmen will not perform this work on cars other than those they handle in their own train.

(c) This understanding will not apply at the following locations except when yardmen are directed by the Yardmaster to perform the work:

South Chicago Yard
Blue Island Yard
Argo Yard
Kenwood Yard
McCook A. T. & S. F. Interchange
Bellwood Yard
Norpaul Yard and Yards of For-
eign Line Railroads where IHB
Yardmen are not now doing the
work.

(d) The provisions of this agreement will not apply under the following circumstances when handling their own train:

- 1. Between cars when making doubles on or to Main Tracks.
- 2. When setting out cars at points other than in yards mentioned in paragraph (c) of this agreement.
- 3. At isolated spur or team tracks on Outer Belt when picking up less than three (3) cars.
- 4. Between cars when cuts are made at crossings.
- 5. Between cars as a result of break-in-two.

- In an emergency, such as at the request of Police or Fire Department, Civil Authorities, or to make way for ambulances, doctors, etc.
- (e) This agreement shall apply on all tracks and in all yards.

(f) This agreement supersedes the agreement of February 5, 1948 and will become effective on September 1, 1951 and remain in effect until changed under procedure of the Railway Labor Act as amended.

\*\*\* (More Than One Class of Road Service Award language omitted here) \*\*\*

Inasmuch as we have no road service on this property, the Carrier elects not to take the Award rule covering More Than One Class of Road Service but will retain what it now has in the present schedules.

Will you please acknowledge receipt.

/s/ R.H. McGraw, General Manager

HANDLING CABLES, SIDE BOARDS, ETC.

(b) It will not be the duty of yardmen on work trains to handle cables, side boards, side doors, or to operate weed burners, rail loaders, Lidgerwoods, or spreaders.

Mr. L.M. Lawrence, General Chairman, BRT April 19, 1954

I am agreeable, effective April 10, 1954, to paying the 95 cent allowance for coupling air hose on the interchange tracks with the C&NW Ry. between 25th Avenue and the Junction at Melrose.

It is understood, of course, that the allowance is to be paid to each member of the crew only once in the event the work outlined under the so-called air hose agreement is performed more than once during the course of the day's work.

If satisfactory, please sign and return one copy of this letter which is forwarded you herewith in duplicate.

/s/ .L.T. Schmidt, Superintendent

/s/ L.M. Lawrence, General Chairman, BRT