

ARTICLE XXXIV

MEMORANDUM OF AGREEMENT FOR THE PURPOSE OF ESTABLISHING A UNION SHOP

THIS AGREEMENT, made this 1st day of February, 1952 by and between Indiana Harbor Belt Railroad (hereinafter referred to as the "Carrier") and the employees of the Carrier represented by the Brotherhood of Railroad Trainmen (hereinafter referred to as the "Brotherhood").

WITNESSETH:

1. Subject to the terms and conditions hereinafter set forth, all employees of the Carrier in the general classes of Yard Foremen and Yard Helpers, (including Switchtenders and Car Retarder Operators) who are represented by the Brotherhood and embraced by the respective agreements between the parties hereto, shall, as a condition of their continued employment, be members of the Brotherhood.

2. Employees shall acquire membership in the Brotherhood within sixty

calendar days of the date on which they first perform compensated service in the classes described in Section 1 hereof under the provisions of the respective agreements, or within sixty calendar days of the effective date of this agreement, whichever is later, and shall retain such membership during the time they are employed in such classes or during the time this agreement remains in effect, except as otherwise provided herein.

3. (a) The requirements of membership specified in this agreement shall be satisfied if employees in classes described in Section 1 hereof shall hold or acquire membership in any one of the labor organizations other than the Brotherhood, national in scope, organized in accordance with the Railway Labor Act and admitting to membership employees in classes described in Section 1 hereof; provided, however, that nothing contained in this agreement shall prevent any employee from changing membership from one organization to another organization admitting to membership employees in the classes described in Section 1 hereof. The intent of this section is that an employee assigned to service coming under this agreement on the effective date thereof, who does not on such date belong to any of the organizations national in scope accepting membership of such classes of employees shall within sixty days join the organization that holds the contract on this property to cover employees in that class of service.

(b) Employees furloughed to serve in the Armed Forces shall acquire union membership as provided for herein within sixty calendar days of the date on which they first perform compensated service following resumption of employment. This subparagraph (b) shall not apply to employees released to perform short tours of military training duty.

4. When employees in classes described in Section 1 are regularly assigned to official or subordinate official positions or are regularly transferred to classes other than described in Section 1, they will not be compelled to maintain membership as provided in this agreement but may do so at their own option.

"Employees covered by Section 1 of this agreement who are furloughed because of reduction in force, or who are absent on account of injury, sickness, or disability, for more than 30 continuous days under circumstances where they continue to accumulate seniority under the provisions of the general schedule working agreements, will not have such seniority terminated by reason of any of the terms of this agreement provided that upon resumption of employment they comply with the membership of this agreement within 30 days, the word 'membership' as here used means membership in good standing." (Paragraph added by 3-10-62 Letter of Agreement)

5. Nothing in this agreement shall require an employee to become or remain a member of the Brotherhood if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. The dues, initiation fees, and assessments referred to herein mean indebtedness accruing for these items following the effective date of this agreement.

6. The Brotherhood will keep account of employees in classes described in Section 1, and will independently ascertain the status of such employees

under the membership requirements of this agreement. The Superintendent shall furnish to the accredited representative of the Brotherhood within ten calendar days from date of employment the names and addresses of all employees entering the service in classes described in Section 1 after the effective date of this agreement.

7. (a) The Brotherhood will notify the Carrier in writing the identity of any employee whose employment under the respective agreements between the parties hereto it requests be terminated by reason of failure to comply with the terms of this agreement. Upon receipt of such notice and request, the Carrier will, as promptly as possible but within ten calendar days of such receipt, notify the employee concerned in writing by registered mail to his last known address, or receipted personal delivery, that he is charged with failure to comply with the terms of this agreement. Copy of such notice shall be given to the Brotherhood. Any employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten calendar days from the date of such notice, request the Carrier in writing to accord him a hearing. Such request shall be honored by the Carrier and date set for hearing as soon as possible, but within ten calendar days of the date of receipt of request therefor. Copy of notice of such hearing shall be given to the Brotherhood. The receipt by the Carrier of a request for a hearing shall operate to stay action on the request of the Brotherhood for termination of employment until the hearing is held and the final decision on the property is rendered. In the event the employee concerned fails to request a hearing as provided for herein, unless the Carrier and the Brotherhood agree otherwise in writing, the Carrier shall proceed to terminate his employment under the applicable agreements between the parties hereto at the end of a period of thirty calendar days from receipt of the request from the Brotherhood.

(b) The Carrier shall determine on the basis of evidence produced at the hearing whether or not the employee has complied with the terms of this agreement, and shall render a decision accordingly. Such decision shall be rendered within five calendar days of the hearing date and the employee and the Brotherhood shall be promptly advised thereof. A transcript of the record at such hearing shall be made, and a copy thereof shall be furnished to the Brotherhood. If the decision is that the employee has not complied with the terms of this agreement, unless the Carrier and the Brotherhood agree otherwise in writing, his employment in classes described in Section 1 hereof shall be terminated within ten calendar days of the date of said decision. If the decision of the Carrier is not satisfactory to the employee or to the Brotherhood it may be appealed in writing directly to the highest officer of the Carrier designated to handle appeals. Such appeal shall be taken within nine calendar days of the date of decision appealed from, and the decision on such appeal shall be rendered within twenty calendar days of the date the appeal is taken. The decision by the highest officer of the Carrier designated to handle appeals shall be final and binding unless within thirty calendar days thereafter the Carrier is notified in writing that the decision is unsatisfactory and in such event the dispute may be submitted to a tribunal having jurisdiction thereof within six months of the date of such decision. The accredited representative of the Brotherhood shall have the right to be present at and participate in any hearing conducted pursuant to this or any other union shop agreement which involves a member of the Brotherhood.

(c) Discipline rules contained in existing agreements between the Carrier and the Brotherhood will not apply to cases arising under this agreement.

8. Neither this agreement, nor any provision contained herein, shall be used as a basis for time or money claims against the Carrier.

9. The check-off of union dues notice filed with the Carrier by the Brotherhood shall be subject to further negotiations between the parties hereto.

10. This agreement shall become effective on February 15, 1952, and shall continue in force and effect until altered or cancelled in accordance with the terms of the Railway Labor Act, as amended.