

CAR RETARDER OPERATORS

GENERAL AGREEMENT

1st - Rates of Pay: See Article I of this Book.

2nd - Eight hours or less shall constitute a day's work. Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime, on the minute basis at one and one-half times the hourly rate.

Any time worked in excess of eight hours, where continuous shifts are worked, due to making turn-over or waiting for relief, will not be considered as overtime.

The paragraph formerly here was superseded and revised by 8-8-75 Agreement - see page 66.

3rd - This 3rd paragraph was superseded and revised by 4-22-54 Agreement - see page 64.

There shall be no preference of seniority exercised as to the car retarder stations on any one shift. (Blue Island only)

Yardmen promoted to the position of Car Retarder will retain their yardmen's seniority.

4th - Car Retarder Operators will, when requested, perform any of the work of a switchman or conductor during the day's work.

5th - Where a yardman performs Car Retarder Operator's work and other switching service the same day, it will be termed "combination" service and the higher rate of pay will apply for the entire day's work.

When Car Retarder Operators are not in their towers, yardmen will, when required, throw the switches and when this is necessary it is understood that this is not considered as Car Retarder Operators' work and will not be termed "combination" service.

6th - Car Retarder Operators may be required to work both humps, either as Retarder Operators or switches, or both. They will help with any engine connected with the hump work whenever required to do so.

"Except: At Gibson, Indiana:

"North Hump Operators when crossed over to the South Hump who find no station because of fewer towers on the South Hump than on the North Hump will not be used as members of either the North or South Hump engine.

"Any one or more of such operators in such circumstances, however, can be used to relieve other operators for lunch period when lunch period is taken while crew is on the South Hump." (5-4-50 Agreement)

7th - Abrogated by NMB Case No. A-6383, Mediation Agreement dated December 15, 1960 and modified to read:

"2. Paragraph VII of the Agreement effective February 16, 1925 and Paragraph IV of the Agreement dated April 22, 1954, with respect to lunch periods for car retarder-operators are hereby abrogated and the following will apply:

"Car retarder-operators will be allowed twenty minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay, and if put into lunch beyond the time specified will be given their lunch period as soon as possible thereafter and be paid twenty (20) minutes at the straight time rate of pay. In the event operating conditions prevent the Operators taking an uninterrupted twenty (20) minutes lunch period before completion of the shift to which assigned he will be paid twenty (20) minutes at the overtime rate of pay."

8th - All investigations, hearings and discipline administered to Car Retarder Operators will be in accordance with Article 21 of the Trainmen's Agreement.

9th - Operators will make minor repairs, as their time permits.

SUPPLEMENTAL AGREEMENT

It is agreed between the Brotherhood of Railroad Trainmen at Gibson and the Railroad Company, effective December 15, 1932, that the following:

"CAR RETARDER OPERATORS MAY EXERCISE THEIR SENIORITY IN ANY CAR RETARDER STATION ON ANY SHIFT, IF COMPETENT, EXCEPT AT JUNCTION TOWERS, FOR WHICH TOWERS THE COMPANY MAY SELECT AND PLACE RETARDER OPERATORS" - will be substituted for that part of Section 3, of the agreement with the Brotherhood of Railroad Trainmen governing working conditions of Car Retarder Operators, dated February 16, 1925, reading as follows: "THERE SHALL BE NO PREFERENCE OF SENIORITY EXERCISED AS TO THE CAR RETARDER STATIONS ON ANY ONE SHIFT."

It is understood that this agreement will apply to Yardmen and Car Retarder Operators at GIBSON only.

This agreement is subject to cancellation on request of either party hereto.

CAR RETARDER OPERATORS

PREPARING FORM T387

Mr. C. C. Kitts, General Chairman, BRT

May 31, 1946

This letter will confirm what I told you in our telephone conversation on Wednesday, May 29, 1946, namely that effective June 1, 1946, Car Retarder Operators will be relieved of the work of preparing the daily report of hump operation on form T-387.

At out conference with you and the full General Committee on May 22,

1946, it was agreed that if the men were relieved of making this report by June 1, 1946, the time claims for the performance of the work in the past would be withdrawn and cancelled.

Please confirm this agreement by signing and returning a copy of this letter.

/s/ T.L. Green, General Manager

FILLING CAR-RETARDER VACANCIES

Mr. C. C. Kitts, General Chairman, BRT Gibson, Ind., April 24, 1948

Referring to our telephone conversation and my letter of December 10, 1946 as to the Method of Filling Retarder Operator Positions and Foreman vacancies.

My letter of December 10, 1946 states in substance that in any such diversions made to accommodate the Carrier a yardman assigned to work on a regular yard or transfer assignment which starts at a later hour than the assignment to which he is diverted should be paid the overtime rate even though he does not actually start a second assignment in a 24-hour period after the first day of change.

Apparently diversions are not covered in circumstances involving such yardmen when they are diverted to an assignment which starts at a later hour than the assignment they are diverted from.

I am agreeable to an arrangement to cover these latter instances whereby a yardman will be paid at the overtime rate after the first day of diversion and until such time as he resumes work on the assignment from which diverted or the assignment of his choice which starts at an earlier hour than the assignment to which he has been diverted. This does not provide for payment of overtime rate when such yardmen resume duty on their assignments after diversions in instances where they have been paid time and one-half rate for the entire tour of duty on the preceding assignment.

/s/ R.H. McGraw, General Manager

Mr. C. C. Kitts, General Chairman, BRT December 10, 1946

Replying to your letter of November 27th, regarding diverting regular Yardmen to fill vacancies as Foremen or Retarder Operators.

In any such diversions made to accommodate the carrier, I feel we should pay the overtime rate to the Yardman who is diverted from a regular yard or transfer assignment starting at a later hour than the assignment to which diverted even though he does not actually start a second assignment in a 24-hour period after the first day of change.

I cannot agree, however, to let the seniority control, as suggested in the last sentence of the second last paragraph of your letter.

/s/ R.H. McGraw, General Manager

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD AND ITS YARDMEN AS TO THE METHOD OF FILLING
RETARDER OPERATOR POSITIONS

1. A yardman exercising his seniority to a car retarder operator position shall be required to make one start on such position.
2. In event there is a retarder operator vacancy and no yardman has requested to be used for such vacancies, making it necessary to assign a yardman to the operator's position, the position shall be filled without penalty by selecting the first qualified man available on the extra board during the starting time period in which the retarder vacancy occurs.

See page 64 for 2-20-56 Blue Island Agreement concerning the filling of CRO and SMO vacancies at Blue Island.

See page 65 for 8-17-56 Gibson Agreement and interpretation on its application dated 9-18-56 concerning the filling of CRO vacancies at Gibson.

3. If there is no qualified man available on the extra board as provided in Section (2) and it is necessary to divert a regularly assigned yardman to the retarder operator's position, it shall be done by diverting the junior qualified available yardman from an assignment starting during the starting time period in which the retarder vacancy occurs. The yardman so diverted cannot be displaced by any other yardman until after he has worked one shift on the retarder position to which diverted. A yardman diverted under the provisions of this section shall be paid at the overtime rate for his service as retarder operator in the event such diversion results in his actually performing service on two separate assignments in a twenty-four hour period.

This agreement becomes effective at 12:01 a. m., Tuesday, November 26, 1946. It supersedes all former agreements covering this subject 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) day 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.

Gibson, Indiana, November 25, 1946

BLUE ISLAND SPECIAL AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD AND ITS YARDMEN AS TO THE OPERATION OF BLUE
ISLAND HUMP

In lieu of the present inadequate facilities at the Blue Island Hump Retarder Towers,

IT IS AGREED:

1. The carrier will arrange to put on three retarder positions over the twenty-four hour span.
2. In consideration of the action of the carrier outlined in Item No. 1,

the Brotherhood of Railroad Trainmen will arrange that there will be no interruption to traffic because of meal periods or other personal reasons of the Retarder Operators on duty and no demand will be pressed by the BRT for more adequate tower buildings or facilities in these tower buildings.

This arrangement to be effective August 20, 1947, and remain in effect until more adequate facilities are provided at the Blue Island Retarder Operator Towers or until changed under procedure of the Railway Labor Act, as amended.

Hammond, Indiana, August 20, 1947

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN REPRESENTING THE YARDMEN AND THE INDIANA HARBOR BELT RAILROAD COMPANY

This agreement authorizes an additional Car Retarder Operator position, under the terms as hereinafter set forth. The agreement applies only at Gibson.

When it is deemed advisable, an additional car retarder operator may be called and used on any shift of either Hump.

When an additional car retarder operator position is worked in the Humps, it will be for the purpose of relieving during lunch periods the car retarder operators in the towers, and he will relieve on the following schedule:

NORTH HUMP

	<u>First Trick</u>	<u>Second Trick</u>	<u>Third Trick</u>
Junction	11:00 AM	7:00 PM	3:00 AM
No. 6 Lead	11:25 AM	7:25 PM	3:25 AM
No. 10 Lead	11:50 AM	7:50 PM	3:50 AM
No. 18 Lead	12:15 PM	8:15 PM	4:15 AM
No. 26 Lead	12:40 PM	8:40 PM	4:40 AM

SOUTH HUMP

"A"	1:05 PM	9:05 PM	5:05 AM
"B"	1:30 PM	9:30 PM	5:30 AM

The additional car retarder operator position will also be used to fill in in the event the regular car retarder operators fail to show and until such time as car retarder operators report for duty or in the event of illness or other circumstances requiring or during the absence of a car retarder operator.

It is understood that the purpose of the arrangement is to keep the Hump in continuous operation.

This agreement is in effect December 15, 1951 and continues in effect subject to cancellation by either party with ten (10) days written notice.

Gibson, Indiana, December 14, 1951

SUPPLEMENT TO GENERAL AGREEMENT BETWEEN THE YARDMEN
REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN AND
THE INDIANA HARBOR BELT RAILROAD COMPANY EFFECTIVE FEB-
RUARY 16, 1925, RESPECTING POSITIONS TITLED AS CAR RETARDER
OPERATORS

It is agreed between the parties hereto, that:

1. When hump operations are converted to the modern arrangement involving a separation of the work whereby Car Retarder Operators are used to retard the cars and other employees are used to operate the switches by push-button involving automatic operation of switches, a new position to be known as a Switch Operator will be established, subject to the conditions herein set forth.

2. The new position of Switch Operator will be filled by employees from the Yardmen's seniority roster, subject to ability and seniority.

3. Section 3 of the General Agreement effective February 16, 1925 is revised to read:

"The management will be the judge of the competency of the applicants to fill the position of Switch Operator or Car Retarder Operator. Protests will be decided by a two man board to be composed of the General Chairman, or his representative, and an officer of the Carrier. In the event of disagreement a third member will be selected by agreement between the two board members to sit with the Board in rendering a decision respecting the competency of applicants to fill positions of Car Retarder Operator or Switch Operator."

4. Abrogated by 12-15-60 Mediation Agreement. See 7th under General Agreement.

5. This supplement cancels the supplement signed September 8, 1953 and effective October 1, 1953.

6. All other provisions of the General Agreement of February 16, 1925 covering Car Retarder Operators, not inconsistent with the provisions of this supplement, will remain in force and effect and apply to the new position of Switch Operator.

7. This supplement, signed at Gibson, Indiana this 22nd day of April, 1954, will be effective April 23, 1954 and will continue in effect for a period of six months and thereafter, unless cancelled on ten (10) days' notice, one party to the other.

Gibson, Indiana, April 22, 1954

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD
OF RAILROAD TRAINMEN AND THE INDIANA HARBOR BELT RAILROAD
COMPANY CONCERNING THE FILLING OF RETARDER AND SWITCH
MACHINE OPERATOR VACANCIES WITH RESPECT TO IMPLEMENTING
THE LOCAL AGREEMENT WITHIN THE BLUE ISLAND DISTRICT UNDER
DATE OF DECEMBER 27, 1955

IT IS AGREED:

When there are no qualified extra men on the extra board to fill Retarder and Switch Machine operator vacancies, the following method will be applied:

- (a) Using the qualified yardmen (seniority prevailing) on the rest day available extra board.
- (b) Using the diversion rule.

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 February 20, 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 20th day of February, 1956.

MEMORANDUM OF AGREEMENT CONCERNING THE MATTER OF FILLING CAR RETARDER OPERATOR VACANCIES AT GIBSON

IT IS AGREED that in event there is a Car Retarder Operator vacancy and no Yardman has requested to be used on such vacancy and it is, therefore, necessary to assign a Yardman to such position that it shall be filled in the following manner:

1. By selecting the first qualified man available on the extra board.
2. If there is no qualified extra man available on the extra board, as provided in Section One (1), the Senior Regular Car Retarder Operator working in the Towers on either Hump on the shift preceding the vacancy shall be contacted and shall have preference of doubling, and when there are extra men working as Car Retarder Operators on the shift preceding the vacancy, they will be doubled in the order in which they were called, without delay to Hump operations other than the time consumed changing assignments.
3. In event a Car Retarder Operator working in the towers on either Hump on the shift preceding the vacancy does not choose to double as provided in Section Two (2), the vacancy may then be filled by diverting the junior available, qualified Yardman from another assignment in the same starting time bracket as the vacancy.

This arrangement would apply to Gibson Car Retarder Operator assignments only.

This agreement is effective September 1, 1956 and supersedes the agreement dated May 20, 1953 and effective June 1, 1953.

This agreement is subject to cancellation under the provisions of the Railway Labor Act, as amended.

Gibson, Indiana, August 17, 1956

CAR RETARDER OPERATOR VACANCIES

Effective at once, in filling Car Retarder Operator Vacancies use the following procedure:

- First Call a qualified man from the Extra Board.
- Second If there are no qualified men on the Extra Board, call a qualified man off of the Available Board.
- Third If there are no qualified men on the Extra Board or the Available Board, then the vacancy will be filled by contacting the senior Car Retarder Operators on the preceeding shift on either Hump giving them their preference of doubling.
- Fourth If there are no regular men desiring to double then the Extra men if any working on the preceeding shift on either hump will be doubled in the order in which they were called.
- Fifth If there are no Car Retarder Operators working in the Towers on the preceeding shift desiring to double then the vacancy may be filled by diverting the junior available qualified Car Retarder Operator from another assignment in the same starting time bracket as the vacancy.

/s/ R. L. Wood, 12:42 p. m., 9-18-56
3:50 p. m., March 17, 1957

A. R. Terrill said O. K. to double men called off of available board following the doubling of extra men before using the diversion section above.

V. M.

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION WITH RESPECT TO GIBSON AND BLUE ISLAND YARDMEN QUALIFYING AS CAR RETARDER OPERATORS IN THEIR RESPECTIVE SENIORITY DISTRICTS

IT IS AGREED:

1. Car Retarder Operator assignments on the Indiana Harbor Belt Railroad will be filled by employees holding seniority as yardmen.

NOTE: For the purpose of this Agreement, references to CRO positions will include Switch Machine Operator positions.

2. Employees, when qualified, will be so identified as a CRO on their respective yardman's seniority roster.
3. Carrier will post a notice at such time as they determine additional CROs are needed. The number of additional CROs to be qualified will be specified on the notice. If a sufficient number of bids are received, a new notice need not be posted in qualifying the number of CROs desired at that time.

Bids may be accepted for consideration at any time prior to the posting of a notice to qualify additional CROs.

If the number of bids are not sufficient to meet the need of qualified CROs, the Carrier may require the necessary number of unqualified yardmen on the seniority roster who are the junior most in seniority having six (6) months or more service to enter CRO training.

4. Yardmen in training to qualify as a CRO under the terms of this Agreement will be paid eight (8) hours at the helper straight time rate of pay for each eight (8) hour tour of duty spent in training. Such payment will be restricted up to a maximum number of seven (7) days at Gibson and six (6) days at Blue Island.

In the event more time is needed to qualify, the employee may be required to spend up to a maximum of sixteen (16) hours additional in the CRO towers, without compensation, in an effort to qualify. If not qualified at the end of this period of time, the employee will be considered as disqualified from CRO-service. Any additional training that may be granted to an individual employee in further effort to qualify will be on such employee's own time.

5. Days paid for in qualifying will be counted as one of the yardman's work days and must be performed during his assigned work period.

Days paid for in qualifying will count as a day worked in the computation of service rendered under the applicable Vacation Agreement.

6. Yardmen who are not presently available for service will be given the opportunity to qualify as a CRO upon their return to service as a yardman.

7. Yardmen who become disabled in the service of the Company, whenever such disability will not cause them to be unfit for CRO service, subsequent to the date of this agreement or yardmen who are promoted to official positions or on authorized positions with the Organization party to this agreement and subsequently are returned to the yardmen service, who desire to be considered for training to become qualified as a CRO may file application with the proper official of the Carrier and will be governed by the provisions of this agreement.

8. The provisions of all other Agreements or Understandings governing CRO or SMO positions not inconsistent or in conflict with the provisions of this Agreement will remain in full force and effect.

9. This Memorandum of Agreement is effective 12:01 a.m., Friday, August 8, 1975, and shall continue in full force and effect until changed or abrogated in accordance with the terms of the Railroad Labor Act, as amended.

Signed at Gibson, Indiana, this 8th day of August, 1975.

