

ARTICLE XIII

LEAVING SERVICE

(a) Yardmen or switchtenders leaving the service of the company of their own accord forfeit all seniority rights and shall not be reinstated.

SERVICE LETTER .

(b) Any yardman or switchtender leaving the employ of the company will, at his request, be given a letter by his Division or Terminal Superintendent stating his term of service and capacities in which employed.

LEAVE OF ABSENCE

(c) Yardmen or switchtenders will not be granted leave of absence for a longer period than ninety days, except in case of sickness of himself or member of his family, or when serving on the Committee.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF RAILROAD TRAINMEN PROVIDING FOR RETIRE-
MENT OF EMPLOYEES COMING WITHIN THE SCOPE OF AGREEMENTS
BETWEEN THE PARTIES

IT IS AGREED:

1. (a) Seniority rights acquired under the rules and working conditions agreements between the parties signatory hereto shall terminate as of July 1, 1962, for an employee who shall have attained the age of 70 on or before June 30, 1962; for an employee who attains the age of 70 years during the months of July to December, both inclusive, 1962, such seniority shall terminate on the last day of the calendar month in which such employee attains the age of 70 years.

(b) Seniority rights acquired under the rules and working conditions agreements between the parties signatory hereto shall terminate as of January 1, 1963 for an employee who has attained the age of 65 years on or before December 31, 1962.

(c) Seniority rights acquired under the rules and working conditions agreements between the parties signatory hereto for an employee who attains the age of 65 years on or after January 1, 1963 shall terminate on the last day of the calendar month in which such employee attains the age of 65 years.

2. In the application of paragraphs 1(a) to (c), both inclusive, Carrier's records as to the date of the employee's birth will be considered correct, final, and binding.

3. After the seniority of an employee has terminated as provided in paragraph 1 above, his name shall be removed from the seniority roster or rosters provided for by said rules and working conditions agreements.

4. After the seniority of an employee has terminated as provided in paragraph 1 above, such person shall not be permitted to work or be re-employed by the Carrier in service coming under the rules and working conditions agreements between the parties signatory hereto, except in an emergency, and then only when the parties hereto shall mutually agree upon such re-employment.

5. Neither this agreement, nor any provisions contained herein nor any application thereof, shall be considered or used as a basis for any time or money claim against the Carrier.

6. Employees who have qualified for vacation or vacations under an applicable vacation agreement and who are required to retire under the provisions of this agreement or who elect to retire under the provisions of the Railroad Retirement Act may, at their option, accept payment in lieu thereof, and such vacation pay will be included in the employee's last pay draft provided the employee advises the Carrier sufficiently in advance of his retirement and submits time slip(s) therefor in time to permit such payment to be included in his last pay draft.

This agreement shall become effective April 16, 1962 and shall remain in effect thereafter until amended, revised, or cancelled, in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 16th day of April, 1962.