

NORPAUL - LOCAL AGREEMENTS

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN GOVERNING THE HANDLING OF MEN IN THE NORPAUL SENIORITY DISTRICT EFFECTIVE AT 12:00 NOON ON SUNDAY, DECEMBER 20, 1942

Article 1(a) - Superseded and modified by the 7-14-71 Equalization of Belt Transfer Crews Agreement.

(b) - Superseded and modified by the 10-2-50 Cancellation Agreement and the 10-17-74 Handling of Norpaul Yardmen on the Crew Board Agreement.

Article 2(a) - A revolving pool of crews assigned to regular cabooses will be established of sufficient size to handle the remainder of the transfer service, i. e., crews will run first in-first out.

(b) - Pool crews will not be started more than once in any calendar day. If a pool crew is used in its turn and starts a second day's work on the succeeding calendar day but within a 24-hour period, the first eight hours of such second period of service will be paid for at straight time rate. It is understood that this modification of Article 2(b) of the Chicago Memorandum of Agreement applies only to this pool service.

(c) - No pool operation for transfer service will be established at any point other than Norpaul unless such arrangement is negotiated with the General Committee.

Article 3(a) - A rotary extra board will be maintained and extra men will run first in-first out.

(b) - Any transfer service required but not handled by crews having assigned starting times or by pool crews working as specified in Paragraph (b) of Article 2 will be handled by the extra list.

(c) - Superseded and modified by the 10-17-74 Agreement.

Article 4 - The manner of regulating the number of crews in the pool and the number of men on the extra board will be subject to local understandings between the local officer of the railroad and the Local Chairman of the Brotherhood of Railroad Trainmen.

Article 5 - A crew board will be established upon which will be registered-

(a) - Regular yard assignments.

(b) - Starting times of crews in transfer service not operated in the pool.

(c) - Pool turns.

The crew board will close at 12:00 noon each Sunday. A yardman desiring to exercise his seniority to a regular yard assignment, a regular starting time in transfer service, or a pool turn registered thereon for the succeeding seven days beginning at 12:01 a. m., Monday, must do so before the closing of

the board and shall hold the job selected for such succeeding seven days except that he may on two hours' notice, exercise his seniority or revert to the extra board in the event--

(1) The job he selected is discontinued or (8-12-48 Agreement) cancelled for one day.

(2) New jobs are established.

(3) He is displaced by a senior yardman.

(4) 2-15-56 Agreement reading:

"An assignment will be open for bid when the Yardman who holds it has completed his twenty-two (22) starts in his monthly periods.

"This provision is an exception to the closing of the crew board at 12:00 Noon each Sunday as outlined in Article 5 of the Agreement dated December 17, 1942."

Also, the 3-8-74 Pokorny-Snell interpretation reading:

"It was agreed in our discussion that, under the existing agreement, if a 22 start vacancy (one on which a regularly assigned yardman had completed his 22nd start of his monthly work period) is involved, the senior yardman may displace a junior yardman who has placed himself on such an assignment up to two (2) hours before the next starting time of that assignment. After the two (2) hour call time before the next starting time of such an assignment, the yardman holding that assignment may not be displaced by a yardman who does not have a bump coming until the next Sunday mark up board. This application will be applied in future cases involving the above circumstances."

Article 6(a) - Yardmen will give not less than two hours' notice of their desire to lay off and not less than three hours' notice (4-17-74 Agreement) of their intention to return to duty.

(b) - Abrogated by the 4-4-74 Agreement.

(c) - Abrogated by the 4-4-74 Agreement.

Article 7 - This agreement becomes effective at 12:00 noon on Sunday, December 20, 1942 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) days' 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.

Chicago, Illinois, December 17, 1942

REGARDING THE SUBJECT OF
FILLING FOREMAN VACANCIES AT NORPAUL

It is agreed when diverting the junior qualified Helper under the provisions of Section 4 of the Memorandum of Agreement between the Indiana Harbor Belt Railroad and its Yardmen as to Method of Filling Foreman Vacancies, effec-

tive 12:01 a. m. , April 7, 1943, in filling such vacancies at Norpaul, under this section, that should the junior qualified Helper be assigned in the pool such qualified Helper will be diverted, provided he has had the required period of rest.

Norpaul, Illinois, April 12, 1943

Norpaul, Illinois, April 28, 1943

In filling vacancies of helpers where there are no available yardmen on the extra list and it is necessary to divert yardmen from other assignments to fill such vacancies, arrange to apply the instructions in Paragraph 4 of the instructions for filling foreman vacancies.

No. 4 of the 11-25-46 FOREMAN VACANCIES AGREEMENT

4. A yardman diverted from his helper assignment under the provisions of this understanding cannot be displaced by any other yardman until after he has worked one shift on the foreman position to which diverted.

Norpaul, Illinois, January 4, 1944

In cutting pool crews in that have been tied up, they are to be cut in immediately behind the crew that such crew followed at the time the turn was tied up.

Norpaul, Illinois, February 17, 1944

When using pool crews on yard assignments, the time of completion of yard assignment will be used in placing pool crew on board.

When one member of pool crew only is used on a yard assignment, it will not be considered as using the turn on such assignment, but as an individual diversion. Under this provision, the turn, if tied up will be cut in behind the turn that if followed when tied up.

If two or more members of same pool crew are used on the same yard assignment, it will be considered that the turn is used on the yard assignment, and will be placed back on board as of the time such assignment goes off duty.

Blue Island, IL, March 27, 1944

In order to avoid confusion and misunderstanding when due to shortage of yardmen, it is necessary to tie up pool turns and divert yardmen who are on turns tied up. Arrange to advance men and not hold men in.

The following example will illustrate what is desired. If there are turns together with all men on these turns laying off except one man on each turn, advance yardmen from second and third turns to first turn, then the second and third may be tied up.

Norpaul, IL, November, 29, 1944

In the future we will be governed by instructions contained in Superintendent Payne's letter of November 27, 1944 which is in part quoted below:

"At a meeting General Manager Green had with the General Committee of the BRT in connection with manning work trains originating at Norpaul it was agreed that this would be handled under the provisions of Article 5 of the December 20, 1942 agreement.

"In the future it will be necessary to bulletin all work train service as new jobs and the Yardmen will be permitted to select it as per Article 3."

Blue Island, IL, February 10, 1945

Mr. E. C. Smith, Local Chairman, BRT

This will acknowledge receipt of your letter of February 5, 1945 requesting cancellation of interpretation dated January 4, 1945 of Paragraph "C" of Article 3 of agreement between Indiana Harbor Belt Railroad and its Yardmen governing the handling of men in Norpaul Seniority District, effective 12:00 Noon, Sunday, December 20, 1942.

We are agreeable to cancellation of the understanding above referred to, and on and after 12:01 a. m., Sunday, February 18, 1945, Paragraph "C" of Article 3 of agreement between the Indiana Harbor Belt and its Yardmen in the Norpaul Seniority District, effective 12:00 Noon, Sunday, December 20, 1942 will govern.

It is agreed that memoranda of understanding and interpretation of Paragraph "C", Article 3, between and agreed upon, under dates of February 13, 1943, August 9, 1944, and January 4, 1945, are void after 12:01 a. m., Sunday, February 18, 1945.

Please signify your concurrence by signing and returning the attached carbon copy of this letter.

/s/ M. W. Amoss, Trainmaster

Accepted for Norpaul Yardmen:
/s/ E. C. Smith, Local Chairman, BRT

DEADHEADING - NORPAUL

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN RESPECTING DEADHEAD ALLOWANCES

It is agreed that Yardmen deadheading from Norpaul to Melrose, Bellwood or Broadview (20th Street) to fill emergency vacancies will be paid the following independent allowance at pro rata hourly rate, such allowance to be paid in each direction:

Norpaul to Melrose..... Thirty (30) Minutes
Norpaul to Bellwood or
Broadview (20th Street). Sixty (60) Minutes

This agreement becomes effective at 12:01 a. m., April 1, 1944, 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) days' 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.

Chicago, Illinois, March 28, 1944

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN, REPRESENTING YARDMEN AND THE INDIANA HARBOR BELT RAILROAD COMPANY IN REGARD TO CANCELLATION OF INDUSTRY ASSIGNMENTS AT NORPAUL

It is mutually agreed that in cancelling Industry assignments within the same starting time bracket at Norpaul (only), the industry assignment cancelled will be that held by the regularly assigned junior foreman.

This Agreement becomes effective April 21, 1950 and may be cancelled under the provisions of the Railway Labor Act, as amended.

Gibson, Indiana, April 14, 1950

MEMORANDUM OF AGREEMENT RESPECTING THE HANDLING OF CARS AFTER DELIVERY OF CARS TO THE IHB BY C&NW RAILWAY IN THE NORPAUL SENIORITY DISTRICT

With respect to the operating whereby cars are delivered to the IHB Railroad by the C&NW Railway to the Norpaul Seniority District in lieu of being pulled from the C&NW Railway by IHB crews.

IT IS AGREED that it is permissible without penalty for an IHB crew to:

1. Double cars from one track to another.

This provision does not modify Paragraph A, Section 5 of Memorandum of Understanding effective April 1, 1943, as shown on pages 52, 53, and 54 of the so-called "Green Book".

2. Take cars from Norpaul Yard and pick up cars from the track or tracks on which cars are delivered by C&NW or IHB crews.

Signed at Gibson, Indiana, this 31st day of December, 1954.

MEMORANDUM OF AGREEMENT WITH REGARD TO REGULATION OF THE YARDMEN'S EXTRA BOARD AT NORPAUL

1. Reduction of the extra board will not be required to be made when the majority of yardmen on the extra board make nine (9) or more departures during a pay period.
2. When majority of yardmen on extra board make eleven (11) or more departures during a pay period, additional yardmen may be added to the board.
3. In adding departures on the basis as set out in Paragraphs 1 and 2, it will be done on the basis of the entire pay period, except when a marked change in business conditions require an earlier reduction or the employment of additional yardmen before the end of the interval.

This agreement shall not modify, change, or in any manner affect schedule rules or agreements, except as specifically stated herein.

This agreement shall become effective November 1, 1955 and remain in

effect unless cancelled on ten day written notice, one party to the other.

Gibson, Indiana, October 20, 1955

In accordance with the Brotherhood's request of November 14, 1955, it is agreed, effective December 5, 1955, to place in effect for yardmen a five-day work week under the provisions of Agreement "A" of May 25, 1951, and without prejudice to the Carrier's interpretation of Section 4, Article 3 of that Agreement.

In the application of the five-day work week at Norpaul, it is agreed that all sections and/or subsections of Article 3 of Agreement "A" and supplement thereto, will be considered as having been complied with, not necessary, or self-explanatory, with the following arrangement, mutually interpreted for the future:

Beginning December 5, 1955 Norpaul yard will go on a five-day week based on 22 straight time starts per monthly period. Days off account assignment not working or for other reasons including laying off, will be counted as rest days.

The seniority board will be grouped in brackets according to alphabetical order. A to C, both inclusive, will run from the 1st to the end of the month, D to K, both inclusive, from the 8th to the 7th of the following month, L to P, both inclusive, from the 15th to the 14th of the following month and Q to Z, both inclusive, from the 22nd to the 21st of the following month.

NOTE: The original list of names in brackets omitted here due to changes made subsequent to the effective date of the agreement.

The number of men in the brackets are subject to change locally between the Local Chairman and the Trainmaster in charge.

All departures worked in excess of 22 in the monthly period will be at the overtime rate.

Under Section 12(b) of Article 3, Five-Day Work Week, it is provided that Section 3(e) and Section 5 of Article 3 shall not apply to Car Retarder Operators Hump Motor Car Operators (Chauffeurs), Levermen and Switch-tenders (sometimes classified as Switchmen). It is agreed that Section 3(e) and Section 5 of Article 3 will not apply to so-called "Herders."

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

When the extra board is exhausted, the senior man who has completed his period of 22 starts may on the last day of such period make request to fill vacancies and be permitted to fill vacancies on his rest days.

Yardmen used to fill vacancies on their rest days will be permitted to fill the vacancies but not permitted to displace. Such yardmen shall be paid straight time rate beginning with the first succeeding assignment of their next work period.

Rest day time will begin on tie-up time of last assignment worked prior

to rest day.

A regular yardman's work week will include any day of his work period in which he is used in service provided for by yardmen.

A yardman used in extra yardmaster service during his work period will have his work period reduced by the number of day or days in such service but overtime rate will apply only after 22 starts in their 30 day period.

The assignment of days off to yardmen according to their seniority will be done jointly by a representative of the organization and a representative of the carrier in each of the seniority districts covered by this agreement and the men will be divided into groups with the object of having enough men to cover the work on days off of the men on each day of the week.

It is the intention that, by agreement between the representatives of the organization and railroad, enough men be set up from the extra board to fill regular jobs so that regular vacancies will be filled and thereby avoid needless bidding.

Assignments commenced prior to December 5, 1955 will not be affected by the terms of this agreement.

The five-day work week will be made effective for all assignments beginning with the first assignment subsequent to 12:01 a. m., December 5, 1955.

It is understood that this agreement, effective December 5, 1955 may be cancelled on or before January 1, 1956 by the carrier or the organization; otherwise this agreement shall remain in effect 6 months and thereafter be subject to revision or abrogation in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana this 23rd day of November, 1955.

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD OF RAILROAD TRAINMEN AND THE INDIANA HARBOR BELT RAILROAD COMPANY WITH RESPECT TO THE FIVE-DAY WORK WEEK AND REVISING DEFINITION OF A "REST DAY"

With respect to the item of the Agreement dated November 23, 1955 applying to the Five-Day Work Week at Norpaul, and which reads as follows:

"Rest day time will begin on tie-up time of last assignment worked prior to rest day."

It is agreed and understood that this definition of a rest day is revised to read as follows:

"Rest day time 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.'"

Signed at Gibson, Indiana, this 10th day of April, 1956.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY
THE UNITED TRANSPORTATION UNION (T) WITH RESPECT TO THE
HANDLING OF NORPAUL YARDMEN ON THE CREW BOARD AT
NORPAUL

IT IS AGREED:

Articles 3(c), 6(a), (b) and (c) of the Norpaul Local Agreements as shown on pages 142 and 143 in the present Green Book, the Letter of Understanding dated November 16, 1943 (page 145-Green Book), the Memorandum of Understanding dated December 15, 1946 (page 148-Green Book) and a letter of interpretation dated May 16, 1951 concerning vacancies created by yardmen assigning themselves to new jobs, are abrogated herewith and the following provisions shall apply:

Article 1. (a) Temporary vacancies on regular yard, yard transfer or outer belt transfer service assignments which are caused by regular men marked off for any reason shall be filled the first day from the extra board. The second day or thereafter, a vacancy may be filled by the senior yardman requesting that assignment. Such a vacancy will be open (following the off duty time of the assignment) to the senior bidder thereto up to three (3) hours before the on-duty time of the assignment at which time the senior yardman holding the vacancy will be assigned thereto for a minimum of forty-nine (49) hours or until the next Sunday mark-up board (as provided for in Article 5), unless he is displaced by a senior yardman who has a bump coming.

(b) Vacancies created by yardmen assigning themselves to new jobs that have been put on by bulletin during the week may be filled by the senior yardman requesting such vacancies. Such a vacancy will be open (following the off duty time of the assignment) to the senior bidder thereto up to three (3) hours before the on-duty time of the assignment at which time the senior yardman holding the vacancy will be assigned thereto for a minimum of forty-nine (49) hours or until the next Sunday mark-up board (as provided for in Article 5), unless he is displaced by a senior yardman who has a bump coming.

NOTE: In (a) and (b) above wherein it states, "Such a vacancy will be open (following the off duty time of the assignment)" is interpreted to mean the off duty time or twelve (12) hours following the on duty time, whichever comes first.

(c) Any yardman bidding on a vacancy such as covered in paragraphs (a) and (b) above and later displaced by a senior yardman prior to the three (3) hour cut-off time may, at the time notified, exercise his seniority to another position available to him, or he shall remain on the position from which he attempted to move. If, at the time notified, it is too late for him to cover his former position or his seniority will not permit his return, he will then go to the bump board and be handled under the provisions of paragraph (f) of this agreement. Extra board men unable to return to their proper place will go first out.

(d) Between Sunday mark-up boards, an extra board yardman who is three (3) or less times out on the extra board will not be allowed to exercise seniority from the extra board to a position on a regular assignment that may become available under this agreement.

(e) Any yardman going to an assignment (this will include the extra board) must remain on that assignment (whether he is marked up or marked off) for a minimum of forty-nine (49) hours or until the next Sunday mark-up board unless displaced (bumped). Extra board yardmen marking up after being off must return to the extra board.

(f) A yardman who is displaced (bumped) will be placed on the bump board from where he must exercise his seniority within sixteen (16) hours after he is notified of his displacement or he will be placed on the foot of the extra board at the expiration of the sixteen (16) hour period, unless he is marked off, and must remain on the extra board a minimum of forty-nine (49) hours, or until the next Sunday mark-up board.

(g) Yardmen who have been displaced and desire to be placed on the extra board will be marked up as of the time of their last tie-up only, providing they pick the extra board at the time that they are notified of their displacement. Should a yardman after having been notified of his displacement not select the extra board at the time of such notification but later on requests to be marked up on the extra list, he will then be placed on the extra list as of the time of his request.

NOTE: If two or more yardmen with the same tie-up time are subsequently displaced and they all pick the extra board when notified, they will be placed thereon in seniority order according to the tie-up time involved.

(h) Yardmen displaced will be promptly notified accordingly. If such a yardman is working on an assignment at the time of his displacement, he shall be so notified at the end of that tour of duty or as soon thereafter as possible. If not working, the displaced yardman will be so notified in accordance with the present practice. A yardman displaced while marked off will be notified of his displacement at the time he next contacts the crew dispatcher office.

(i) Yardmen will give not less than two (2) hours notice of their desire to lay off and not less than three (3) hours notice of their intention to return to duty.

Effective 12:01 a. m. , Monday, October 28, 1974, this Agreement will supersede the Agreement dated April 4, 1974 WITH RESPECT TO THE HANDLING OF NORPAUL YARDMEN ON THE CREW BOARD AT NORPAUL and will remain in effect thereafter until changed, cancelled or abrogated under the provisions of the Railway Labor Act, as amended. It is further understood that this agreement shall be in full and final settlement of a dispute which existed between the parties over the interpretation of the language contained in an agreement dated January 7, 1965.

Signed at Gibson, Indiana, this 17th day of October, 1974.