

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHERHOOD
OF RAILROAD TRAINMEN REPRESENTING THE YARDMEN AT GIBSON
AND THE INDIANA HARBOR BELT RAILROAD COMPANY

It is mutually understood that the following articles will apply for the purpose of implementing the five-day work week.

1. Extra men will work first in, first out. They must report tie-up time to crew dispatcher on all assignments.

2. Extra men laying off shall not report for work sooner than 8 hours and shall then be placed at the bottom of the extra board.

3. Reduction of the extra board will not be made when the extra board makes 9 or more departures during a pay period.

4. When the extra board makes 11 or more departures during a pay period, additional men may be added to the board.

5. Reduction or addition of men on the extra board will be done on the basis of the entire pay period, except when a marked change in business conditions require an earlier adjustment before the end of the interval.

6. In filling vacancies having the same starting time the senior regular man called on rest day shall be given preference of such assignments.

7. Any yard job worked 3 consecutive days in the same starting time bracket shall be classed as a regular job.

8. Modified by the 1-20-56 Agreement to read:

"It is mutually understood that in filling yardmen's vacation periods at Gibson, no extra men will be set up on regular vacation assignments for the first fifteen men on vacation."

9. Modified by the 8-10-56 Agreement which was abrogated by the 3-14-73 Agreement and modified to read:

"Article 9 of Agreement dated at Gibson, Indiana, December 27, 1955, effective January 2, 1956, with reference to the Five-Day Work Week, is modified as follows:

"1. Yardmen desiring to work on their assigned days off (rest days) will notify the crew dispatcher following completion of their last assignment prior to their rest days.

"2. Yardmen so notifying the crew dispatcher will be placed on the "available" board according to their seniority and will take the conditions of that board.

"NOTE: Yardmen with Monday-Tuesday rest days taking the available board will be placed on such board according to their relative seniority standing to other yardmen with Monday-Tuesday rest days taking the available board.

Yardmen with Tuesday-Wednesday rest days taking the available board will be placed on such board according to their relative seniority standing to other yardmen with Tuesday-Wednesday rest days taking the available board; but, behind the men on the board with Monday-Tuesday rest days.

This system will be followed for the entire week.

"3. Yardmen may mark on or off the available board at anytime during their rest days period.

"4. Yardmen, on the available board, who do not respond to call will be removed and barred from the available board for the remainder of that rest days period. Three (3) such removals will result in a yardman being barred from the available board for a sixty (60) day period from the date of disbarment."

10. If a yardman requesting to work his assigned days off is called for an assignment and at the time he is called refuses the call there will be no penalty, except that he will lose his turn to work the day he refuses the call.

11. Regular yardmen will be automatically marked up on their assignments on their assigned work days. They will also be automatically marked off their assigned days off.

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 12:01 a. m., January 2, 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 27th day of December, 1955.

Mr. L. E. Dunn, General Chariman, BRT

December 27, 1955