

## TRANSFER CREW WORK

### MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN CONCERNING WORK WHICH CAN PROPERLY BE REQUIRED OF CREWS IN TRANSFER SERVICE

#### IT IS MUTUALLY AGREED:

##### 1. GIBSON YARD:

- A. Rear portion of trains from Gibson will be made ready on one track coupled. Transfer crew will couple up head end and double over. This will also apply at Michigan Avenue.
- B. Transfer crews from the west who have cars to deliver at points beyond Gibson will make a straight set out at Gibson the same as at any other intermediate point.

##### 2. CALUMET CITY YARD:

- A. Transfer crews from the west will set out C&O and CI&L cars that are properly grouped on the appropriate tracks.
- B. Transfer crews turning at Calumet City or crews picking up at Calumet City will only make a straight pick up from one track unless one track will not hold the entire train, in which event crew will make one double.
- C. Where transfer crews have short time stock in their trains they will spot such stock at the proper chutes at Calumet Park; otherwise, they will only make a straight set off at this point.

##### 3. BLUE ISLAND YARD:

- A. Inbound transfer crews will handle only their own trains in placing of same to the ice house; also perform only such switching of stock as necessary to switch out Calumet Park stock for continued movement by any transfer crew but transfer crews will not be used to classify stock for delivery to other roads. They will continue to set or double over their head end as necessary.

That portion of 3. A. reading, "Transfer crews handling perishable out of East Yard at Blue Island will assemble their trains as at present" is hereby revised as follows:

"It is understood and agreed

"Effective December 31, 1954 cars for delivery to Gibson for the New York Central South and to the South Shore will be couple by a yard engine. Cars for other scheduled perishable deliveries to other lines may be couple by any transfer crew whether or not such deliveries contain perishable.

"It is further understood and agreed that Blue Island Yard Crews will continue to make deliveries from Blue Island Yard as at present and transfer crews in their own seniority district called within the

starting time brackets and less than eight hours on duty may be required to couple up their own trains."

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Paragraph No. 1 of 12-21-54 Agreement reading:

"1. Any transfer train crews handling perishable freight trains for delivery to connecting lines out of Blue Island East Yard will set out any defective cars that are not carded bad order when switched into train."

- B. Trains of dead freight for Calumet City, Gibson, or Michigan Avenue, originating at Blue Island will be made up on one track coupled, but if one track will not hold the train transfer crew will couple up head end and make one double.
- C. Westward transfer crews into Blue Island having perishable freight next to engine and requiring ice house attention--refrigeration or heater service--will set such cars over to Ice House or East Yard but will not so handle any other cars.
- D. Rear portion of trains from the west yard at Blue Island will be made ready on one track coupled. Transfer crews will couple up head end and double over.

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"It is agreed that effective from 12:01 a.m., Saturday, August 4, 1945 the following will apply:

"Interpretation of Section 3-A

"It is understood that Blue Island transfer crews started outside of the starting time periods designated for regularly assigned yard crews, or transfer crews from other districts arriving at Blue Island, will yard their trains on designated tracks including ice house tracks Number 1 or 2, and will double over head end if track will not hold the entire train.

"Blue Island transfer crews started within the starting time periods arriving at Blue Island may be required to spot cars in their trains at the ice house.

"It is further understood that transfer crews handling trains of perishable out of the East Yard at Blue Island will assemble their trains as provided in this section and will set out cars placed in their train through error on the part of either clerical forces or Car Retarder Operators. All reconsigned cars will be switched out by yard crews."

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At conference with the General Chairman of the Brotherhood of Railroad Trainmen on Friday, December 3, 1948, the further interpretation of that portion of Section 3-A in respect to work which may be required of transfer crews at Blue Island Yard and territories elsewhere specifically mentioned as it affects Blue Island transfer crews (only) started within the starting time brackets is as follows:

- 1. Such crews will be required to do work incidental to their own train only. This means:
  - a. Bad order cars will be switched out in accordance with Memorandum

dum of Understanding dated November 17, 1947. (This does not mean that bracket crews will be required to throw out of their train bad order cars that have been placed in their track after such cars have been previously set out of other trains.)

- b. Such transfer crews will not be required to set out cars that have been reconsigned, topickers, reickers and cars of other classification that do not go forward in such trains and such work is not considered incidental to their work. They may be required to group cars that have been classified in two or more classifications providing such cars go forward in their train. They may also be required to set out cars that have been placed in their trains through error on the part of either the clerical forces or Car Retarder Operators.

NOTE: The provisions of this paragraph are "extended to crews of other seniority districts in addition to Blue Island." (12-21-54 Agreement)

- 2. Transfer crews within the starting time bracket which have completed eight hours' work may not be required to:
  - a. Perform yard work which includes placing their train or any portion thereof into the Ice House at Blue Island except that they may be required to pull in on an Ice House track spotting their train if so directed.
  - b. They may not be required to perform intra-district service after having completed eight hours' work.
  - c. Such crews may take cars from Blue Island Yard for movement beyond the limits of Blue Island District, as defined, and they may be required to handle cars from other than Blue Island District to points beyond such district.
- 4. ARGO YARD:
  - A. Transfer crews setting out at Argo Yard will make a straight set out when one track will hold the entire set out. Otherwise they will make doubles necessary to dispose of their train.
  - B. Transfer crews picking up at Argo Yard will take cars from only one track unless one track will not hold the entire pick up in which event crew will make necessary doubles. They will, however, make such doubles as are necessary when handling stock or perishable.
- 5. NORPAUL YARD:
  - A. Trains from Norpaul will make up on one track coupled, but if one track will not hold the train transfer crew will make one double.
  - B. Transfer crews taking trains originating at Bensenville will make a straight pick up at Norpaul the same as at any other intermediate point.
  - C. Westward crews setting off or yarding trains at Norpaul will place cars on one track provided one track will hold the entire train or set out;

otherwise, they will make doubles necessary to dispose of their train or set out.

6. KENWOOD YARD:

Transfer crews will set out cars that are properly grouped for each separate track on which they are to be placed and will pick up cars which stand first out on each separate track from which they are taken.

8-13-43 Interpretation:

It is understood that cars which are properly grouped when transfer crew leaves Gibson or Blue Island will be set out at Kenwood on each separate track on which they are to be placed.

Cars that are picked up at intermediate points will be set out as a group at Kenwood without switching.

7. GENERAL:

- A. Caboosing their trains at any point will not be considered as a double in the application of this understanding.
- B. Bad orders found after transfer engine is coupled to the train will be thrown out by the transfer crews.

Add Paragraphs 2 and 3 of 12-21-54 Agreement reading:

"2. Transfer crews in their own seniority district called within the starting time brackets and less than eight hours on duty, who make up their own train, will switch out any defective cars that were not carded bad order when switched in track.

"3. Bad order cars in trains made ready by yard crews will be switched out by yard crews."

- C. Paragraph C cancelled by 4-17-62 Agreement reading:

"IT IS AGREED:

"Effective April 17, 1962, Section 7C of the Agreement dated March 26, 1943, and the interpretation of said Section 7C of the Agreement dated August 1, 1945, is cancelled.

"Signed at Hammond, Indiana, this 17th day of April, 1962."

This agreement becomes effective at 12:01 a.m. on Thursday, April 1, 1943, 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 26, 1943

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN FOR THE PURPOSE OF COMBINING INTO ONE AGREEMENT AND CONTINUING IN EFFECT THE SEVERAL ORAL AND WRITTEN UNDERSTANDINGS BETWEEN THE PARTIES RESPECTING WORK WHICH CAN BE REQUIRED OF CREWS IN TRANSFER SERVICE IN ADDITION TO THE UNDERSTANDINGS INCLUDED IN THE AGREEMENT EFFECTIVE APRIL 1, 1943 AND ITS AMENDMENTS AND SUPPLEMENTS

IT IS AGREED:

(a) That transfer crews making pick-up at Bellwood, Broadview, La Grange, McCook, Argo and Stickney will switch out and classify in their train live stock, live poultry, perishable, dead freight, also switch out on one track any cars which are not to go forward in their train, i.e. westbound, local, short, no-bill, hold or bad order cars, and leave them at these points.

Transfer crews will not be required to switch out and make up rear ends for points east of Blue Island.

(b) That transfer crews will continue to switch out live stock at connections for movement by other transfer crews provided such live stock is on short time for feed, water and rest, as required by the Hours of Confinement Law. It is understood that this will not be required when such live stock has time in excess of that allowed by the Bureau of Animal Industry for movement over Indiana Harbor Belt Railroad. It is further agreed that when a delivery of stock from a connecting line includes one or more cars of short time stock, all of the cars of live stock received in such delivery may be advanced by moving them with another transfer crew.

(c) Transfer crews moving in either direction may pick up at one or more points in any seniority district provided the cars picked up are to be moved beyond that district.

(d) That the interchange with the Chicago, Rock Island and Pacific Railway are interchanged on the long track at that point; such cars will be handled from the Interchange (long track) to Blue Island Yard by Blue Island yard crews or Blue Island District transfer crews called to go on duty within the starting time periods.

(e) Superseded and modified by the 2-9-56 Agreement shown hereinafter.

This agreement shall remain 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.

Gibson, Indiana, May 17, 1946

Mr. R.H. McGraw, General Manager, IHB Chicago, Illinois, July 12, 1948

Referring to our conference in your office on July 8, 1948, and the discussion had in connection with Docket Y 504, involving the claim of Yardmen J.F. Vandenberg and M.C. Smith, for a yard day account train improperly made up.

During our discussions it was alleged by the Carrier that the set outs referred to in the instant case were necessitated by virtue of the fact that after this train had been assembled and had departed, an order was received from the Corn Products Company and that in order to serve the industry with the empties, this crew was instructed to set the cars out.

The question of requiring transfer crews to set out cars not properly placed in their trains was discussed at length and it was agreed that such crews would only be required to set out cars in blocks and, where cars were scattered in the train, such cars would be taken through or set out in one block so that no switching would be necessary in so disposing of such cars.

Your letter confirming such understanding will serve as a settlement of this and other claims (if there be any) and upon receipt of such letter such claims will be considered withdrawn.

Kindly advise.

/s/ B. W. Fern, Vice-President

Mr. B. W. Fern, Deputy President, BRT

July 20, 1948

Answering your letter of July 12th, concerning claims of Yardmen M. C. Smith and J. F. Vandenbenden discussed at our conference on July 8th.

This will confirm the understanding that when such transfer crews set out cars in such circumstances crews will only be required to set out cars in blocks and where cars are scattered in the train such cars will be taken through or set out in one block.

/s/ R. H. McGraw, General Manager

INTERPRETATION TO MEMORANDUM OF UNDERSTANDING BETWEEN  
THE INDIANA HARBOR BELT RAILROAD AND ITS YARDMEN CONCERNING  
WORK WHICH CAN PROPERLY BE REQUIRED OF CREWS IN  
TRANSFER SERVICE DATED AT CHICAGO, ILLINOIS, MARCH 26, 1943

It is agreed that crews in transfer service may be required to pick up cars at any point in any of the yards or districts referred to in the above agreement that are to be moved out of the district in which such cars are picked up and will deliver such cars to the designated track at destination.

It is further understood and agreed that this interpretation is not to be construed as a right of transfer crews to make a pick up of cars at one point in a district and deliver such cars at another point in the same district except as covered in memorandum of agreement respecting the application of Section 3A and 7C of the memorandum of understanding referred to in the above caption, dated at Gibson, Indiana, August 2, 1945, Carrier's File No. 27-3-G.

It is further understood and agreed that the foregoing interpretation does not in any way set aside understanding reached October 23, 1947, Carrier's File 27-3-G-B relative to the handling of CRI&P Railway traffic accumulating at Blue Island Yard.

The last paragraph was superseded and modified by 2-9-56 Agreement -  
see page 55. Chicago, Illinois, January 28, 1948

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND THE BROTHERHOOD OF RAILROAD TRAINMEN  
RESPECTING THE HANDLING OF TRAFFIC TO AND FROM THE WA-  
BASH RAILROAD AT CHICAGO RIDGE, ILLINOIS

IT IS AGREED:

1. Crews from any Seniority District can switch out and pick up traffic at Chicago Ridge for movement west.
2. Any Blue Island District crew (irrespective of time on duty or other rules) will switch out westbounds and pick up and line up stock and perishable on head end of train for movement to Blue Island.
3. Crews from any Seniority District can pick up traffic if traffic picked up is taken out of Blue Island Seniority District.

The foregoing modifies and supersedes the provisions of paragraphs (a) and (b) of the Agreement effective September 20, 1947 to the extent such paragraphs (a) and (b) may be in conflict with the provisions of this agreement.

Signed at Gibson, Indiana this 9th day of February, 1956.

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS TRAINMEN EMPLOYEES REPRESENTED BY  
THE UNITED TRANSPORTATION UNION WITH RESPECT TO THE  
EQUALIZATION OF BELT TRANSFER CREWS BETWEEN THE GIBSON,  
BLUE ISLAND, ARGO AND NORPAUL DISTRICTS

IT IS AGREED:

1. Effective July 14, 1971, the number of regularly assigned seven day belt transfer assignments are:

Gibson District	- 9
Blue Island District	- 11
Norpaul District	- 9
Argo District	- 2

The number referred to herein are reasonably consistent with the present general level of traffic, however, this number can be and is subject to any fluctuation of business and will be adjusted upward or downward equally in each district except Argo District which will not be considered in these adjustments. However, at such time as the number of regularly assigned belt transfer jobs at Blue Island reaches 16 or more, there will be a meeting between the parties signatory hereto to discuss the possible consideration which may be given to a job adjustment in the Argo District.

2. When a pool or extra crew or crews are run out of any district on a day in which a regular crew or crews have been cancelled at another district, the Carrier will run extra or extras, as the case may be, to equate to the equivalent of such cancellation(s) in the district in which the cancellation(s) took place.

(a) Argo District will not be considered in this formula.

(b) At Blue Island, Gibson and Norpaul when personnel is not available at a time when the Carrier desires to run an extra assignment(s) at any of such districts, and it is necessary to cancel such extra, such extra belt so cancelled will be counted as run from the district where Carrier originally called the extra to be run.

(c) At Gibson and Blue Island, after extras sufficient to equate cancellations in each district have been called in their respective districts, all extra jobs thereafter called during the remaining of the calendar month will be called on the basis that when four extras are called between those two districts, one of those extra jobs will be called at Gibson.

(d) Westward trains manned by former New York Central crews destined to the IHB for interchange will set out their entire train at Gibson and proceed to Blue Island with their caboose, except that if it is known that an incoming train cannot be yarded because there are no clear tracks or on account of congestion or that sufficient room cannot be made available to yard such trains at Gibson Yard within two hours, such train(s) may be handled intact to Blue Island and yarded at that point. It is understood that in an emergency due to a wreck or derailment which would prevent the yarding of such NYC westward trains at Gibson, the aforesaid restrictions will not apply.

The provisions of paragraph 2(d) above will not apply to Penn Central Railroad pre-blocked trains for western connections, except as set forth in the May 14, 1969 Swert-Daniels-McNamara letter of understanding.

3. The following agreements are hereby abrogated:

(a) Agreement dated May 28, 1944, effective April 1, 1944, captioned "Blue Island Terminal for N. Y. C. RR.,"

(b) Mediation Agreement, National Mediation Board Case No. A-6383, dated December 15, 1960.

(c) Agreement dated June 4, 1962, effective June 1, 1962.

(d) Equalization of Belt Transfer Crew Agreement dated June 10, 1960.

This agreement, effective July 14th, shall remain in effect until modified, changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 13th day of July, 1971.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (T) WITH RESPECT TO THE HANDLING OF CARS OUT OF NORPAUL YARD FOR INTERCHANGE DELIVERY TO THE SOO LINE RAILROAD

In view of the fact that the involved railroads have agreed for the Indiana Harbor Belt Railroad to make delivery of cars in interchange from the IHB to the Soo Line Railroad at Schiller Park Yard,



IT IS AGREED:

IHB belt transfer crews may make a pick up of cars out of Norpaul Yard for interchange delivery to Schiller Park Yard.

When IHB belt transfer crews are used to make the delivery of Soo Line interchange cars out of Norpaul Yard, such cars will be made ready for delivery by Norpaul Yard power and the belt transfer crews will not be permitted to perform yard switching when making such a pick up out of Norpaul Yard, except as presently provided by agreement.

This agreement becomes effective January 1, 1973, and shall remain in effect until changed or cancelled under provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 11th day of January, 1973.

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR  
BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE UNITED  
TRANSPORTATION UNION (T) WITH RESPECT TO THE HANDLING  
OF CARS IN INTERCHANGE TO FOREIGN RAILROADS

IT IS AGREED:

In cases where cars for interchange to foreign railroads have been set out in block before delivery to the foreign railroad, Indiana Harbor Belt belt transfer crews making a delivery to such foreign railroad may pick up and deliver in interchange, without penalty, those cars set out in block.

This agreement will not permit IHB belt transfer crews to perform yard switching in the handling of such cars in interchange to a foreign railroad, except as presently provided by agreement.

This agreement becomes effective January 1, 1973, and shall remain in effect until changed or cancelled under provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 11th day of January, 1973.

Mr. J.O. Pokorny, General Chairman, UTU(T)                      September 13, 1974

This will refer to our previous discussions with respect to the possibility of the IHB Railroad making arrangements to handle direct delivery Erie Lackawanna-Chicago, Milwaukee, St. Paul & Pacific Railroad puller service trains operated by IHB train and engine crews in both directions between the IHB Calumet City Yard and the Milwaukee Railroad.

As you were advised, in the acquisition of this service it is the desire of the Carriers that IHB outer belt transfer crews will, after taking over the westbound train from the Erie crew in Calumet City Yard, make a set out of cars as designated to be left at that point prior to departure with the westbound train. Also, that IHB outer belt transfer crews, arriving Calumet City Yard with the eastbound train for delivery to Erie crews, will, prior to the Erie crew taking over the train for departure, make a pick up of cars as designated from Calumet City Yard tracks and double them to the eastbound train.

It is my understanding from our discussions of this matter that you are in agreement to the above stated handling in the Calumet City Yard of the Erie-Milwaukee puller trains at such time as the operation of Erie-Milwaukee puller service is instituted. Any agreement, understanding, interpretation or practice, however established, is herewith modified to the extent set out herein above in the handling of this particular service.

If the above correctly sets forth the understanding reached in our discussions of this matter, please affix your signature in the appropriate place provided herein below and return one copy of this letter to me for my records.

/s/ W.F. Snell, Assistant General Manager-Labor Relations, IHB

I AGREE:

/s/ J.O. Pokorny, General Chairman, UTU(T)

NOTE: It is further understood that the above agreement is effective this date, Wednesday, September 18, 1974 and shall remain in effect until changed or cancelled as provided for under the Railway Labor Act, as amended.