

INDIANA HARBOR BELT RAILROAD COMPANY

WAGE SCHEDULE
AND
WORKING CONDITIONS
APPLICABLE TO
LOCOMOTIVE ENGINEERS

EFFECTIVE AUGUST 1, 1928
(CORRECTED TO FEBRUARY 1957)

B. of L. E. OFFSET

FREIGHT SERVICE

Rates of Pay and Rules

Article 1 - Rates of Pay

(a) Rates for Engineers, in through freight, belt line or transfer, work, wreck, construction, snow plow, circus train, Dune Park sand runs, Dune Park spotting engines and all other unclassified services shall be as follows;

(note) Steam, Electric or other power rates have increased through National Agreements.

(See understanding of Agreement Dated June 22, 1945 on Page 19)

(B) & (C) Cancelled (blank)

(See Memorandum of Agreement Dated October 6, 1950 on Page 22)

(See Memorandum of Agreement Dated October 18, 1948 on Page 27)

Article 2 - Basic Day and Overtime

(a) In all classes of service covered by Article "1" eight hours or less shall constitute a day's work.

(See Understanding of Agreement Dated June 22, 1945 on Page 19)

(b) Overtime shall be paid for on the minute basis, at not less per hour than three-sixteenths of the daily rate, according to class of engine or other power used.

(See Understanding of Agreement Dated June 22, 1945 on Page 19)

Article 3 - New Type of Locomotive

If a type of locomotive is introduced on a railroad which formerly was not in use on that railroad and the rates herein provided are less than those in effect on other roads in the territory, the rates of the other roads shall be applied.

Booster Equiped Locomotives

(a) The following defines the basis for fixing the weight on drivers of a booster equiped locomotive;

Booster on Trailer

The weight on the power driven trailer wheels will be added to the weight on drivers, and the weights produced by such increased weights shall fix the rates for the respective classes of service

Booster on Tender

(b) When a locomotive leaves a terminal with the booster in condition to operate, the weight on drivers will be determined by adding the tractive effort of the locomotive and establish a new weight on drivers proportionate to the increased tractive effort.

EXAMPLE: Locomotives without booster weighs 224,000 pounds on drivers, with tractive effort of 47,500 lbs. Tractive effort equals 21.2% of weight on drivers. Booster adds 10,000 lbs. to the tractive effort, making a total of 57,500 lbs. tractive effort, 57,500 lbs. is 21.2% of 271,000 lbs., the new weight on drivers.

YARD SERVICE

Rates of pay and Rules

Article 4 - Rates of Pay

Rates have increased through National Agreements.

Article 5 - Basic Day

Eight hours or less shall constitute a day's work.

Article 6 - Overtime

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 (any rules to the contrary to be changed accordingly), all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime, on a minute basis, at one and one-half times the hourly rate, according to class of engine. (See National Agreement of August 11, 1948 on Page)

Article 7 - Assignments

Engineers shall be assigned for fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as is practicable assignments shall be restricted to 8 hours' work.

Article 8 - Starting Time

- (a) Regularly assigned yard engineers shall each have a fixed starting time and the starting time of engineers shall not be changed without at least 48 hours advance notice. Practices as to handling of transfer crews are not affected by this section.
- (b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8.00 A.M.; the second 2:30 P.M. and 4.00 P.M.; and the third 10.30 P.M. and 12.00 midnight.
- (c) Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in section (b)
- (d) Where two shifts are not worked in continuous service, the time for the first shift to begin work will be between the hours of 6.30 A.M. and 10.00 A.M., and the second not later than 10.30 P.M.
- (e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in section (b) or (d).
- (f) At points where only one yard crew is regularly employed, they can be started at any time, subject to section (a)

Article 9 - Calculating Assignments
and Meal Periods

The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

Article 10 - Point for Beginning and
Ending Day

(a) Engineers in Yard Service shall have a designated point for going on duty and a designated point for going off duty.

(b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engine crews will report at the hump, others report at yard office; others at the engine house or ready track. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

Article 11 - Arbitraries and Special Allowances

(a) Where it has been the practice or rule to pay a yard engine crew or either member thereof arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after the end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service or as provided in section (b).

(b) Where regularly assigned to perform service within switching limits, yard men shall not be used in road service when road crews are available except in case of emergency. When yard crews are used in road service under condition just referred to, they shall be paid miles or hours, with a minimum of one hour, whichever is the greater, for the class of service performed in addition to the regular yard pay, and without any deduction therefrom for the time consumed in said service.

(See Memorandum of Agreement dated October 18, 1948 on Page 27)

(c) See Memorandum of Agreement Dated March 20, 1950 on Page 26.

GENERAL RULES FOR FREIGHT AND YARD SERVICE

Article 12 - Engines of Different Weights Used

When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for the entire day or trip.

Article 13 - Electric or Other Power

Wherever electric or other power is installed as a substitute for steam, engineers shall have preference for positions as engineers or motormen, on electric locomotives.

(See understanding of agreement of June 22, 1945 on Page 19)

Article 14 - Beginning and Ending of Day

In all classes of service, engineers' time will commence at the time they are required to report for duty, and shall continue until they are returned to the point of their assignment and the engine placed on the designated track, unless relieved and dead-headed, when dead-head rule will apply. Engineers will be paid 10 minutes after engine arrives at designated track, for inspection of engine and making out reports.

(See Agreement of September 1, 1949 on Page 21) *Paragraph B*

Article 15 - Pilot Service

Rate of pay in service used to govern minimum eight hours. Engineers will be given the piloting when equally available.

Article 16 - Change in Assigned Terminal

An engineer sent away from the terminal at which he has been working to some other terminal or isolated point to do work, shall understand that he will accept the terminal designated for such run.

Article 17 - Pool Service

Engineers working in the pool shall run first in and first out of their respective terminals.

Article 18 - Lunch Period

(a) Engineers will be allowed 20 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay.

(b) Engineers will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

(c) It must be arranged that all members of a crew on a train will eat at the same point and at the same time and in no case will the right to eat be exercised in such a way as to interfere with schedule deliveries of stock and perishable.

Article 19 - Deadheading

(a) In all classes of service 4 hours; at the rate of pay in class of service assigned.

(b) Engineers entitled to pay for deadheading will be paid dead-head time independent of any previous or subsequent work that they may perform.

(c) Engineers will not be allowed dead-head time when such service is performed within the yard limits of his assigned terminal.

(See Agreement of February 20, 1950 on Page 18)

Article 20 - Calling

(a) An engineer called and not used will be paid the hourly rate of the service called for while on duty. A minimum allowance of three (3) hours will be paid and he will stand first out.

Article 20 - Calling (contd)

(b) Engineers will be called not more than two hours and not less than one and one-half hours before the time required to report for duty.

(c) Engineers who live within a radius of one mile of round house will be called by the regular caller unless they have telephones, in which case they will be called by one or the other.

(d) Engineers living outside of this zone will be called only if they have phones, but should the phone fail, the Company will send a caller provided the engineer lives within the area bounded by the Calumet River on the north, Columbia Avenue on the east, Highland street on the south and Freeland Avenue on the west.

Article 21 - Examinations and Attending Court

(a) Engineers who are required to attend re-examinations on Rules and Regulations will, when attending such re-examinations on their own time, be paid their regular hourly rates for the actual time required to be present.

(b) Engineers will be given opportunity to attend Visual and Air Brake instructions without loss of time.

(c) Engineers attending court or inquests or other company business shall be paid for the time lost and expenses when away from home. Where no time is lost, actual time at hourly rates, company to receive the witness fees.

(d) Engineers when employed must qualify themselves to run over the routes on which their seniority applies. Men now in service as engineers when required by the Company to qualify themselves to run over foreign roads will be given an opportunity to do so without loss of time, or paid for any time that it may be necessary to lose in doing so. When men are wanted by the Company for examinations, a bulletin will be posted and the oldest applicants given the preference.

Article 22 - Steam Derrick and Other
Service

(a) Engineers handling steam derrick will receive road rates except when working on repair tracks in which case yard rates will apply.

(b) An engineer called for service other than that of engineer shall respond to the call and shall receive the rate of pay of the service engaged in, but in no case, less than the standard rate per hour, with a minimum of eight hours.

Article 23 - Seniority

- (a) Senior Engineers will have the preference of runs, but subject to call to protect service, yard jobs will be considered as regular runs.
- (b) Extra engineers shall work first in-first out.
- (c) When a regular run is vacant for five (5) days or more, seniority will prevail.
- (d) Seniority lists shall be placed in the engine house where all engineers will have access to them.

Article 24 - Flagmen

Engines running light outside of roundhouse territory will be furnished with flagmen who will pilot engines to and from enginehouse or tracks except where switchtenders are provided to throw switches.

Article 25 - Time slips Not Allowed and Shortages in lay

- (a) Where time is not allowed, time slip will be returned with the objection noted. The undisputed portion of the slip will be allowed.
- (b) Engineers who are short eight hours or more in their pay will upon request be given a voucher for the amount.

Article 26 - Backing Up

Cancelled (blank)

(See Memorandum of Agreement dated April 12, 1956 on Page 20)

Article 27 - Regular Engines

Engineers on regular runs shall have regular engines when possible

update
NYC Agreement

Article 28 - Equipment, Cab and Terminal Work

- (a) Engines will be furnished with back boards, drop curtains and side curtains from October 1st. to May 1st.
- (b) Engineers will not be required to fill lubricator, grease cups, or clean head lights, cab lights or markers, at terminals where roundhouse force is maintained.
- (c) Engines will be cleaned inside and outside of cab and will have the running board swept or blown off by roundhouse forces before leaving terminals where roundhouse force is maintained.
- (d) Engineers will not be required to take coal or sand, or clean fires, where roundhouse force is employed for this purpose.
- (e) Engines will be equipped with squirt hoses, necessary tools and supplies where roundhouse force is employed for this purpose.

Article 29 - Ice

During warm weather ice will be furnished when possible. Receptacles will be furnished on engines for purpose of its use. (See letter of November 17, 1950 on Page 15)

Article 30 - Work Trains Tied Up

It is understood that engineers on work trains tied up at non-terminal stations will be paid not less than one day's pay for each twenty-four hours so held, except Sundays and Holidays.

Article 31 - Rest

Engineers shall be given 8 hours rest exclusive of call if they request it upon being relieved.

Article 32 - On Duty ~~16~~ Hours

Where regularly assigned engineers work sixteen hours and are unable to go out on their assigned run next day on account of legal rest period required by law, their run will be set back, or they will be given at least 8 hours of other work, it being understood that if engineers do not accept other work no compensation will be paid.

Article 33 - Discipline May 1st-1974

(a) Engineers suspended or discharged shall be given a fair and impartial trial or hearing within ten (10) days and if found blameless shall be allowed such wages as they would have earned during the time of suspension or discharge. They shall have the right to select one of their number to assist them in their defense.

(b) A transcript of all evidence taken at investigations shall be furnished Chairman of Committee upon request, providing the Chairman presents the Company's officer with a written request, from the engineer disciplined, for such transcript, and a statement of the engineers reasons and contention for believing that the discipline administered is unjust.

Article 34 - Attending Investigations

When practicable engineers shall not be asked to attend investigations until they have had their needed rest.

Article 35 - Handling of Contracts, Rules and Rates of Pay

The General Committee of Adjustment of the Brotherhood of Locomotive Engineers will represent all locomotive engineers in the making of contracts, rules, rates and working conditions and interpretations thereof.

Article 36 - Duration of Agreement

Either party desiring to change or terminate the foregoing express contract may do so, provided the usual thirty (30) days' written notice is given.

Article 40 - Representation and Mileage Regulations

(a) Should it become necessary to hire locomotive engineers due to there not being firemen on the seniority district who have successfully passed all examinations and are eligible for service as engineers, such hired engineers will be given a date on the engineers roster corresponding with the date they first performed service. *Keep*

Hired engineers laid off off account reduction in force will be returned to service in the order of their seniority before additional firemen are promoted to positions as engineers, and will retain all seniority rights provided they return to actual service within sixty days from date they are notified that their services are required. *Keep*

(b) The seniority date of a promoted engineer will be the date of his first service as an engineer when called for such service, provided that there are no demoted engineers back firing on the seniority district. If for any reason the senior man eligible for promotion to engineer is not available, and the junior qualified man is promoted and used in actual service, out of his turn, whatever standing the junior man, so used, establishes, shall go to the credit of the senior eligible man to be promoted. *Keep*

(c) Nothing in this article shall restrict representatives of engineers in attempting to have discharged engineers re-employed or re-instated on their former seniority district. *Keep*

(d) When from any cause it becomes necessary to reduce the number of engineers, reductions will be made in reverse order of seniority. *Keep*

No reductions will be made so long as engineers in passenger service can average the equivalent of 4,000 miles per month, and in service paying freight rates, except extra service, the equivalent of 3,200 miles per month. *Out*

The list will be increased when engineers in extra passenger service can average the equivalent of 4,800 miles per month, and in service paying freight rates, except extra service, the equivalent of 3,800 miles per month. *Out*

Engineers in passenger service will not be allowed to exceed the equivalent of 4,800 miles per month, and in service paying freight rates, except extra service, the equivalent of 3,800 miles per month. *Out*

(e) When engineers are used in combination service, they will be permitted to make the equivalent of 3,800 miles in freight service. *out*

(f) Extra freight lists will be regulated so that engineers will be able to make between 2,600 and 3,800 miles per month. *out*

(g) Engineers in yard service will not be allowed to exceed the equivalent of 35 days per month. *22 Start*

(h) No reductions will be made so long as extra yard engineers are averaging the equivalent of 26 days per month. *8 hours/day or 26 departures*

Article 40 - Representation and Mileage
Regulations (contd)

(i) The regulations of mileage and checking periods will be handled between local officials and the Brotherhood of Locomotive Engineers' Local Chairman in such manner as will permit the requirements of the service to be met.

22 start
out

(j) The foregoing mileage regulations are agreed to with the understanding that they shall not operate to interfere with the satisfactory handling of traffic, or result in additional expense to the Company.

out

Article 41 - Application of ¹²16 Hour Law to Assignment

(a) Under the laws limiting the hours of duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the expiration of fourteen hours on duty under the Federal Law, or within two hours of the time limit provided by State Laws, if State Laws govern.

(b) If road crews are tied up in a less number of hours than provided in the preceeding paragraph, they shall not be regarded as having been tied up under the law, and their service will be paid for under the individual schedules of the different roads.

(c) When road crews are tied up between terminals under the law they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crews; provided the longest period of rest required by any member of the crew, either eight or ten hours, to be the period of rest for the entire crew.

(d) A continuous trip will cover movement straight-away or turn-around, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew is released for rest, a new trip will commence when the crew resumes duty.

(e) Engineers tied up between terminals on account of the hours of Service Law, will be paid continuous time from initial point to tie-up-point. When they resume duty on a continuous trip they will be paid from tie-up-point to terminals on the following basis; for fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles, or more than (4) hours, actual miles, or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit running engines through terminals or around other crews at terminals unless such practice is permitted under the pay schedule.

(See Agreement of February 20, 1956 on Page 18) Vacation Agreement Argo

(10)

Article 41 - Application of ~~16~~ Hour Law
(contd) 12

(f) Road crews tied up for rest under the law, and then towed or deadheaded into terminals, with or without engine or caboose, will be paid therefore as per Article (e) the same as if they had run the train to such terminal.

(g) If any service is required of an engine crew, or if held responsible for the engine, during the tieup under the law, they will be paid for such service.

(h) The foregoing articles constitute an agreement with conductors, trainmen, engineers and firemen as to runs that are tied up in conformity with the law and becomes a part of the schedule or agreements. Nothing herein contained shall be construed to amend or annul any rule in the agreements or schedules.

For the Engineers;

M.C. McPherson - General Chairman B. of L.E.

For the Indiana Harbor Belt R.R. Co.;

F. G. Swafford - General Superintendent

November 17, 1950

Mr. W. T. Shahan, General Chairman
Brotherhood of Locomotive Engineers
9 Elizabeth Street
Calumet City, Illinois

Dear Sir:

As you are aware, we have adopted a program whereby electric water coolers are being installed on locomotives in lieu of furnishing ice as required by Article 29 of the current agreement effective August 1, 1928.

My understanding is that the provisions of Article 29 referred to will not apply in instances where operative electric water coolers are installed on locomotives, but would like to have you sign and return to me one copy of this letter which is transmitted to you herewith in duplicate to signify your concurrence.

Yours very truly

R. H. McGraw
General Manager

Accepted for the Employees:

W. T. Shahan
General Chairman, Brotherhood
of Locomotive Engineers

Later in
Book

(16)

Agreement made this 4th day of June, 1953, by and between
the New York Central Railroad - Buffalo and East
New York Central Railroad - West of Buffalo
New York Central Railroad - Ohio Central Lines,
including the K&W Railroad
Boston & Albany Railroad
Cleveland, Cincinnati, Chicago & St. Louis Railway,
including the Peoria & Eastern Railway and
L&JB & Railway Company
Indiana Harbor Belt Railroad and Illinois Division
Chicago River & Indiana Railroad
Pittsburgh & Lake Erie Railroad
Michigan Central Railroad
and the employees of said railroads represented by the

Brotherhood of Locomotive Engineers

If as a result of the application of Rule 9 of the regulations and requirements governing physical examinations of employees periodically dated August 1, 1925, and engineer is removed from service or has been restricted as to service, and he feels that such action is not warranted, he may, through his General Chairman, or the company may request that the procedure outlined below be followed:

1. A physician selected by the General Chairman and a physician selected by management will select a third physician. Such third physician will examine the engineer and render a report to the parties within a reasonable time describing such engineers physical condition and giving his opinion as to the fitness of such engineer to return to service and to perform the duties of an engineer. Report of such third physician will be accepted by the parties as final, and in the event the third physician finds that such engineer is physically qualified to work as an engineer he will be promptly returned to service so as to minimize the loss of time, or if in restricted service will be permitted to work in other service for which he is qualified as promptly as arrangements therefor can be made.

2. The parties hereto are agreed that if the procedure herein is followed then one-half of the fee of the third physician and such other medical or hospital expenses incidental to the examination incurred by direction of such third physician will be assumed and paid by the company and one-half of such fee and expenses will be paid by the organization.

For the Brotherhood

W. D. Palmer

General Chairman, New York
Central, East and Boston & Albany

F. J. Ryan

General Chairman, New York
Central West

For the Carriers:

M. Horning

Vice President, Personnel

Roy H. Kennedy

General Chairman, Indiana
Harbor Belt Railroad and
Illinois Division

MEMORANDUM OF UNDERSTANDING BETWEEN THE BROTHER-
HOOD OF LOCOMOTIVE ENGINEERS AND THE INDIANA
HARBOR BELT RAILROAD COMPANY WITH REFERENCE TO
PILOTING DIESEL LOCOMOTIVES TO AND FROM THE
ELECTRO-MOTIVE PLANT AT LA GRANGE, ILLINOIS

All diesel locomotives to be piloted from the
Electro-Motive plant at La Grange, Ill., will be manned by
Locomotive Engineers called from the Norpaul, Ill. board.

All Diesel locomotives to be piloted to the Electro-
Motive plant at La Grange, Ill., will be manned by
Locomotive Engineers called from the Engineers' board at
the Engine House nearest to point of delivery to the Indiana
Harbor Belt Railroad.

In the event that when calls are made on the Norpaul
Engineers' Board there are no Engineers available,
then Engineers should be called from the Blue Island, Ill.
Engineers' Board.

For the Brotherhood of
Locomotive Engineers

A. W. Telley
Local Chairman

For the Indiana Harbor
Belt Railroad Company

W. L. Houghton
Supt. of Equipment

For the Brotherhood of
Locomotive Engineers

R. E. Davidson
General Chairman

Chicago, Illinois
May 8, 1945

Abrogated

AGREEMENT BETWEEN THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND THE INDIANA HARBOR BELT RAILROAD
COMPANY CONCERNING THE MATTER OF ALLOWANCE TO BE
APPLIED IN FILLING CERTAIN ASSIGNMENTS AT ARGO
DURING VACATION PERIODS.

Whereas the National Vacation Agreement, effective July 1, 1949 provided that the absence of an employee on vacation with pay will not be considered as a vacancy, it is therefore mutually agreed that an allowance of two and one-half (2 1/2) hours in each direction will be paid to extra engineers on the Norpaul board filling these assignments during the said vacation periods and no deadhead allowance will be made.

This agreement is effective February 20, 1950 and will continue in effect until revised or terminated as provided for by the Railway Labor Act as amended.

Signed
For the Brotherhood of
Locomotive Engineers:

W. T. Shahan
General Chairman

Roy H. Kennedy
Vice General Chairman

Signed
For the Indiana Harbor
Belt Railroad Company

L. T. Schmidt
Superintendent

By M.W. Amoss

Notation

(This agreement is accepted at straight time)

UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD
AND ITS LOCOMOTIVE ENGINEERS REPRESENTED BY THE BROTHER-
HOOD OF LOCOMOTIVE ENGINEERS, AS TO THE MEANING AND APP-
PLICATION OF ARTICLES 1 (A) and (B) AND 13 OF THE
GENERAL AGREEMENT OF AUGUST 1, 1928.

It is agreed that a locomotive engineer will be employed on
self-propelled machines such as locomotive cranes, ditchers, clam
shells, pile drivers, scarifiers, wrecking derricks, weed burners
or similar machines when such machines are used in work train
service and propel themselves and one or more standard cars, except
the idler car, on main tracks or yard tracks when such tracks have
not been set aside for their exclusive use but are also used by
transfer or yard crews for the performance of their regular work.

ACCEPTED FOR THE ENGINEERS

A. W. Telley
Vice General Chairman
Brotherhood of Locomotive Engineers

ACCEPTED FOR THE INDIANA HARBOR BELT RAILROAD

T. L. Green
General Manager

Gibson, Indiana
June 22, 1945

(20) Article 23+26

MEMORANDUM OF AGREEMENT ELIMINATING ARTICLE 26
OF THE AGREEMENT BETWEEN THE BROTHERHOOD OF
RAILROAD ENGINEERS AND THE INDIANA HARBOR BELT
RAILROAD EFFECTIVE APRIL 12th, 1956

WHEREAS, a dispute has arisen with respect to whether or not Article 26 of the agreement between the Brotherhood of Locomotive Engineers and the Indiana Harbor Belt Railroad should apply in view of the fact that diesel type engines are now in use and the steam type is no longer used.

IT IS AGREED:

1. That the Engineer of each so-called Outer Belt Transfer crew in lieu of turning engine of their assignment as has been done, will hereafter be paid the sum of only \$1.00, in addition to regular earnings, for each trick or tour of duty in such service, except that no such allowance will be paid in instances where a two unit engine is used for the entire trick or tour of duty and the units of which are headed in opposite directions.
2. The allowance as specified in Item 1 above will not be paid to engineers of so-called yard transfer or yard crews.
3. This agreement is made in the interest of avoiding the turning of engines to expedite traffic and it is understood that the provisions of Article 26 mentioned above are cancelled by the execution of this agreement.

This agreement signed at Gibson, Indiana this 12th day of April, 1956 will be effective April 12th, 1956 and will remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

ACCEPTED FOR THE EMPLOYEES:

W. T. Shahan
General Chairman
Brotherhood of Locomotive Engineers

C. Warren Iliff
Vice General Chairman
Brotherhood of Locomotive Engineers

ACCEPTED FOR THE INDIANA
HARBOR BELT RAILROAD

W. F. Davis
General Manager

10-min

(21)

MEMORANDUM OF AGREEMENT BETWEEN THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND THE INDIANA HARBOR BELT RAILROAD
COMPANY WITH RESPECT TO ENGINEERS MAKING INSPECTION OF
ENGINES AND PREPARING WORK REPORTS.

It is agreed:

That an engineer who is on a double or triple crewed assignment that is relieved in yard will be paid 10 (ten) minutes at straight time rate in addition to his earnings on such assignment to compensate him for making out reports, making the necessary inspection of engine and checking bulletin boards.

This Memorandum of Agreement is to be effective August 31, 1949 and continue in effect until revised or terminated as provided for by the Railway Labor Act as amended.

FOR THE ENGINEERS

A. W. Telley
General Chairman, B.ofL.E.

FOR THE INDIANA HARBOR
BELT RAILROAD

R. H. McGraw
General Manager

Gibson, Indiana
September 1, 1949

MEMORANDUM OF AGREEMENT WITH RESPECT TO REVISION
OF SECTIONS (b) AND (c) OF ARTICLE I OF THE
WAGE SCHEDULE AND WORKING CONDITIONS APPLICABLE TO
LOCOMOTIVE ENGINEERS.

Effective October 7, 1950, Sections (b) and (c) of Article 1 of freight service rates of pay and rules are superseded in their entirety by agreement hereinafter set forth:

(b) Engineers going on duty at any point east of the Eastward Home Signal for Calumet Park Interlocking to obtain transfer rate of pay must perform work at points located outside of the limits herein specified:

MarX -> Youngstown Sheet and Tube Steel Plant, Indiana Harbor, to 173rd Street, Hammond.
Westward Home Signal at Ivanhoe to Eastward Home Signal at Calumet Park.
The entire East Chicago Belt.
Eastward Home Signal at Calumet Park to north end of Burnham Yard.

Crews going on duty at other points as enumerated hereinafter must perform work outside the limits as specified to obtain transfer rate;

<u>Terminal</u>	<u>Limits</u>
Blue Island	Westward home signal at Dolton to Wireton
Agro	Stickney to Superior
	Argo or C&A tower to Harlem Ave.
Norpaul	Broadview to Franklin Park

Note: Going beyond the limits specified to cross over or to get entire train clear of switch leading to or from the territory shall not be considered as performing work at points located outside the limits specified.

(c) Engineers who are required to make trip to the Standard Oil Plant at Whiting via the EJ&E will receive transfer rate.

(d) Article 11(b) of current agreement does not apply to engineers engaged in service for which transfer rate is paid.

The provisions of Memorandum of Agreement by and between the Indiana Harbor Belt Railroad Company and the Brotherhood of Locomotive Engineers granting transfer rate of pay for movements on foreign roads, effective October 15, 1948, remains in force and effect.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

W. T. Shahan
General Chairman

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY

R. H. McGraw
General Manager

At Gibson, Indiana
October 6, 1950

Engine change

(23)

MEMORANDUM OF AGREEMENT COVERING CHANGING
OF ENGINES BY ENGINE CREWS

It is agreed:

1. For the purposes of this agreement, it is recognized that only four terminals comprise the entire area of this property, as follows:

Gibson - Blue Island - Argo - Norpaul

2. That if and when crews change or are required to change an engine assigned to them for another engine either at a roundhouse or at any other location on I.H.B. operated tracks outside roundhouse territory one hour's time at the regular straight time rate of pay will be allowed engineers and firemen of such crews in addition to their earnings on their assignments and that in consideration of this allowance no claim involving the changing of engines will be considered as valid or having merit under the rules of the agreements with the Engineers, Firemen and Hostlers including any claims that such changes may otherwise have no relationship to the movement of the trains being handled or associated with the work or trips of such crews.
3. The allowance as stipulated in Paragraph No. 2 will apply when an engine is operated as two or more units and one or more units cut off or one or more units added to an engine at a terminal other than the one from which the crew went on duty.
4. The allowance as stipulated in Paragraph No. 2 will also apply at locations where no outside hostlers are employed such as at Argo, Norpaul, Calumet City and Michigan Avenue, if and when an engineer and fireman of a crew are required to change their engine providing such changes are made during their tour of duty and not at the beginning or ending of their assignment.

Argo
Norpaul

EXCEPT

- (a) That the allowance as stipulated in Paragraph No. 2 will not apply to crews changing engines in instances where an engine is brought from roundhouse territory to a yard or location outside roundhouse territory by a hostler unless such engineers and firemen are on an assignment that is scheduled to tie up at a terminal other than that in which the engine change is made.

EXAMPLE:

A Norpaul terminal crew making an engine change at Gibson will be entitled to the allowance but a Gibson terminal crew making such a change within Gibson Terminal Area will not be entitled to the allowance.

4.(a) Cont'd.

This exception (a) will not prevent the allowance being paid an engineer and fireman of a crew if and when such crew are required to change engine on their assignment with another crew providing such change is made during their tour of duty and not at the beginning or ending of their assignment.

(b) That the allowance as stipulated in Paragraph No. 2 will not apply in any instance where it is necessary for a crew to change engines assigned to them in circumstances that might make it necessary or desirable to discontinue engine in such service because of engine failure, its derailment or other conditions affecting the serviceability of such engine and secure another engine in its place in order to resume duty on assignment or finish the day's work as it is considered that engine changes may be made and required of crews without penalty under such conditions inasmuch as it is associated with their assignment or day's work.

(c) That the allowance as stipulated in Paragraph No. 2 will not apply in any instance where a crew ties up at a terminal other than their regular terminal and subsequently in starting out therefrom receive an engine other than the one they had when tied up.

5. The terms of this agreement do not apply to engines moved dead in trains or engines with motors running with riders and not operated as motive power.

This agreement will not otherwise modify agreements now in effect as they pertain to employment or work to be done by hostlers as provided for in such agreements.

This agreement is to be effective November 1, 1949, and continue until terminated by thirty (30) days' notice in writing by either party to the other.

Signed at Gibson, Indiana, this 31st, day of October, 1949.

FOR THE EMPLOYEES:

(sgd) A. W. Telley
General Chairman, B.ofL.E.

(sgd) C. J. Huber
General Chairman B.ofL.E.

(sgd) B. M. Hart
Local Chairman B. ofL.F.&E.

(sgd) W. H. Clark
Local Chairman, B.ofL.F.&E.

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY:

(sgd) R. H. McGraw
General Manager

*Abrogated
Home rule
Eliminated*

MEMORANDUM OF AGREEMENT BETWEEN THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND THE INDIANA HARBOR BELT RAILROAD
COMPANY WITH REFERENCE TO THE ENGINEERS'
EXTRA BOARDS

Engineers displaced as a result of reduction in
Engineers' Extra Boards at Gibson, Blue Island or Norpaul
must report immediately to the terminal of his choice where
his seniority permits him to work and exercise his seniority
on such board.

Engineers displaced as a result of reductions
will not be permitted to work on the board at terminal from
which he is removed on account of such reduction unless his
seniority permits.

Engineers will report immediately to the proper
board after their notification that they have been set
up as Engineers.

This agreement shall terminate at the expiration
of ten (10) days' notice in writing from one party to the
other.

FOR THE ENGINEERS:

(sgd) W. T. Shahan
Local Chairman, B. of L. E.

(sgd) A. W. Telley
General Chairman, B. of L. E.

FOR THE INDIANA HARBOR
BELT RAILROAD:

(sgd) L. T. Schmidt
Superintendent

Gibson Indiana,
January 5, 1949

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA
HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES
REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS EFFECTIVE MARCH 20, 1950

It is agreed that the following paragraph will be added to Article 11 of the current agreement effective August 1, 1928 and is to be identified as paragraph (c)

Article 11 - Arbitrariness and special allowances

- (c) Engineers who are called for yard switching service and who are diverted from such work and used to perform wrecking service or work train service shall be paid at the applicable rate for time spent in such service ~~with~~ a minimum of one hour in addition to time consumed in said service. This rule is not intended to apply in instances where only the incidental moving of a ~~steam~~ crane by a crew is required. The term wrecking service as used in this paragraph is intended to mean only service in which equipment is used as outlined in paragraph (a) of Article 22 of the current agreement or such other similar standard railroad rolling stock that comprises the equipment used in wrecking service.

This Memorandum of Agreement will be effective March 20, 1950 and will remain in effect until changed or cancelled under the provisions of the Railway Labor Act as amended.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

W. T. Shaban
General Chairman

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY

R. H. McGraw
General Manager

Gibson, Indiana
March 24, 1950

This agreement covers all yard assignments

MEMORANDUM OF AGREEMENT BETWEEN THE
INDIANA HARBOR BELT RAILROAD COMPANY
AND THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS GRANTING TRANSFER RATE OF
PAY FOR MOVEMENTS ON FOREIGN ROADS.

Effective October 15, 1948, Yard Engineers will be paid the transfer rate of pay if movements are made over tracks of foreign lines as hereinafter specified:

Via the CMSTP&P Railroad to Bensenville (for the purpose of this agreement Bensenville is considered as beginning just west of the Eastbound Home Signal for the IHBelt connection with the CMSTP&P Railroad, Franklin Park)

Via the C&NW Railway to Proviso
Via the Illinois Central Railroad to Broadview
Via the CRI&P Railway to Burr Oak
Via the Illinois Central Railroad to Markham
Via the B&OCT Railroad to Barr Yard
Via the Pan Handle to Dolton
Via the CI&L Railroad to South Hammond
Via the Erie Railroad to Hammond
Via the B&OCT Railroad to East Chicago

It is agreed and understood that this agreement will not in any way effect the requirements of the Engineers' Schedule under Article 1, Paragraph (c). It is further agreed and understood that Paragraph (b) of Article 11 will be applicable in accordance with agreement contained in former Superintendent Swafford's letter of March 9, 1929 and addressed to General Chairman M.C. McPherson.

This agreement will remain in effect until changed under procedure of the Railway Labor Act as amended.

FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:

A. W. Telley
General Chairman

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY

L. T. Schmidt
Superintendent

W. T. Shahan
Local Chair., B.ofL.E.

Gibson, Indiana,
October 18, 1948

Compilation of rules in effect as of May 1, 1943 governing engineer on the I.H.B. in addition to those incorporated in the printed schedule for Engineers.

No. 1 Engineers wishing to make bump, though not displaced, must give at least twelve (12) hours notice.

No. 2 Engineers having been displaced through bump or cancellation must make bump not less than two (2) hours within the time job is called for.

No. 3 Engineers holding regular six (6) day job will be permitted to work the regular jobs if ordered for Sunday or Holidays, providing these jobs are called for the regular week day starting time.

No. 4 Engineers are not permitted to make bump if day has already been made.

No. 5 Engineers on the I.H.B. will not be permitted to bump from one board to another unless they give twelve (12) hours notice to change terminals. *Abrogated*

No. 6 Engineers taking a job must work same on his first departure.

No. 7-a An engineer will not be permitted to give up a job for the purpose of being off duty or not working for one or more days.

No. 7-b Any vacancy created by an engineer being off duty or not working for one or more days will be worked by an extra engineer for the first five (5) days, unless taken by an engineer senior to the engineer working the job the time vacancy is originated.

No. 7-c An engineer will be required to give up a job at his terminal when transferring to another terminal, and the job so vacated will be considered an open job.

No 8-a When an engineer takes a job, then finds it impossible to work same on first departure, that vacancy goes to the extra man.

No. 8-b If an engineer takes a job and cannot work same on first departure account of not having sufficient rest, he may give up job and be permitted to take another job by giving twelve (12) hours notice.

No. 8-c If a job is cancelled and the engineer wishes to take another job, he must take a job within eight (8) hours of time notified of cancellation or must give twelve (12) hours notice to take another job.

No. 8-d If an engineer wishes to bump into the pool, he must bump youngest engineer holding the pool turn.

No. 9 An engineer on the joint I.H.B.-N.Y.C. Seniority Roster, after working a day on the I.H.B., is not to be permitted to work same day on the N.Y.C. or, an engineer, after working a day on the

N.Y.C., is not to be permitted to work same day on I.H.B., except in case of emergency and to protect service of either the I.H.B. or N.Y.C., except when an engineer is used off his regular job to protect any other service, he may, after returning to terminal from which used, work his regular job, whether or not day has been made.

No. 10-a. An extra job ordered for, or, on three (3) consecutive days with same starting time, (Sunday & Holidays excluded), will be considered a regular job.

No. 10-b. A regular job will be considered vacant when the regular man stays off for five (5) or more consecutive days. Upon returning to duty the regular man will be required to give at least three (3) hours' notice to take the job back. (In event the regular man marks up at any time and again lays off before performing any service, the job will be considered a vacancy for extra men for another five (5) days.)

Abrogated No. 10-c. An engineer out of service for thirty (30) days or more must give at least twelve (12) hours notice upon returning to service to take a regular yard, transfer or pool job.

Abrogated No. 11. Engineers holding a regular job and who desire to mark up on the extra board must do so within one (1) hour from the time finishing their previous assignment, otherwise they will not be permitted to take the extra board.

Changed No. 12. An engineer who has been displaced will be notified as soon as possible and if he desires to take the extra board, must do so within one (1) hour after being notified. If it is the desire to take another regular job he must do so within eight (8) hours, otherwise bump will be lost and twelve (12) hours notice must be given.

No. 13. A regular engineer laying off must report for a regular job instead of the extra board when reporting if able to hold one, and must work at least one departure before being permitted to mark on the extra board. He then would be governed by rule No. 11.

Abrogated No. 14. Engineers taking the extra board at Gibson, Blue Island, and Norpaul will go to the foot of the board and work first in, first out. They must make at least three (3) departures off extra board before being permitted to take a regular job. *Nov. 24 1974*
1467

No. 15. Cancelled (blank)

No. 16. Extra engineers must declare themselves at time of going off duty or at time of reporting after being layed off three (3) or more days, for any regular job or vacancy seniority may entitle them to, otherwise they must remain on extra board for at least one more departure.

No. 17-a. Extra engineers, when missing a call, will be held off extra board for ten (10) hours from time job called for and then automatically placed at foot of board.

No. 17-b. When calling an engineer off the extra board, and his phone is out of order, or it is found later that the phone was out of order, the ten (10) hours rule will not apply account of missing call; the man will hang first out on the board until he is reached by telephone.

No. 17-c. When two or more runs are called for the same time, necessitating the use of extra engineers, the engineer first out should be so informed when called and at that time must advise the crew dispatcher which of such runs he desires to cover. Similar procedure should be followed as each engineer is called in his turn. the person accepting the call in the absence of the engineer must make the choice for him at the time the call is accepted and must then so advise the crew dispatcher.

*10hrs
lay off*
No. 18. Extra engineers marking off will not be permitted to mark up until after the expiration of ten (10) hours or more from time of marking off and will then be placed at foot of board.

No. 19. Extra engineers standing three (3) or more times out will not lose extra board standing in case not available for Pennsylvania Transfer or Danville Line Service.

No. 20. The Company may disregard the ten (10) hour limitation above mentioned if necessary to do so to protect the service.

*before
2d start
agreement*
No. 21. In the event the engineers' extra list is exhausted at any terminal where an engineers' extra list is maintained, the senior available qualified engineer who is in firing service at the time and working out of the terminal involved, will be called for engineers service for which wanted instead of calling an engineer who is assigned to a regular job or in pool service. (this supersedes the past practice of calling the oldest available qualified fireman.)

Eliminated
No. 22. In calling extra engineers other than in an emergency case; engineers will be given only a two (2) hour call for job at Argo, Illinois, and for jobs starting work on the Chicago junction.

No. 23. In event of shortage of extra engineers a fireman laying off on a seven (7) day assignment or laying in on a six (6) day assignment will not be used as an extra engineer on their day off except in an emergency case.

No. 24. Extra engineers working on outpost jobs must call the crew dispatcher and give him their tie-up time before crew dispatcher will mark them up on extra board.

No. 25. APPLIES AT NORPAUL ONLY;

Abrogated
(a) Pool engineers will work "first in, first out."

(b) Such number of regular assignments will be worked as may be decided by the company and any runs ordered for same time, will be considered regular assignments after the third (3) day, until changed.

Changed (c) Engineers bumping into the pool must displace youngest engineer.

(d) The assigned regular engineer will be used after starting time of a regular transfer job is changed not to exceed one and one-half (1 1/2) hours either way; i.e., an eight (8) o'clock job may be started as early as six-thirty (6.30) or as late as nine-thirty (9.30)

(e) Engineers, when laying off, must be off at least one trip, i.e. in pool service, must lose their first turn out. In regular assigned service, should run be cancelled on day for which lay off was requested, day off must be considered same as if job had worked. Engineers laying off as covered by this rule, will not be used lay-off day in other service, except in company emergency.

Abrogated (f) Engineers taking regular yard jobs will hold same not less than three (3) working days, unless displaced by senior engineer or his job is cancelled.

(g) An extra list will be maintained and regulated from time to time by Local Chairman of Brotherhood of Locomotive Engineers and Road Foreman of Engines, or any other designated official as may be necessary to meet requirements of service.

(h) Engineer from extra list will be used "first in, first out" to fill all vacancies, and will work extra jobs.

Compiled by Superintendent of Equipment, Chicago, Illinois. May 1, 1943.

See Memorandum of Agreement Dated January 5, 1949 on Page 25

Changed @ 1973
(48)

Chicago, Ill. November 8, 1945

Memorandum of Agreement between the New York Central Railroad and the Indiana Harbor Belt Railroad and their employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen respecting the handling of interchange between the two railroads at Indiana Harbor, Indiana.

It is agreed that effective from 12:01., Sunday, November 19, 1945 New York Central Yard crews will deliver interchange cars to the Indiana Harbor Belt in the I.H.B. Michigan Ave., New Yard, and the Indiana Harbor Belt Yard crews will deliver interchange cars to the New York Central in the N.Y.C. Elevator Yard.

This understanding is made to conform with the seniority rules in the various agreements involved on both named railroads, and may be revised or cancelled as provided by the Railway Labor Act as amended.

Accepted for New York Central
Employees

(sgd) W. L. Mason
Gen'l Chairman B.ofL.E.

(sgd) E. L. Holtcamp
General Chairman
B.ofL. .&E.

(sgd) C. A. Anderson
Chairman B.ofR.F.

Accepted for the New York
Central Railroad

(sgd) M. T. MacLaury
Supt. of Personnel

Accepted for the Indiana Harbor
Belt Employees

(sgd) A. W. Telley
Vice Gen'l Chairman BofL.E.

(sgd) C. J. Huber
General Chairman B.ofL.F.&E.

(sgd) C. C. Kitts
Gen'l Chairman BofR.T.

Accepted for the Indiana
Harbor Belt Railroad

(sgd) M.T. MacLaury
Supt. of Personnel

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA
HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD
OF RAILROAD TRAINMEN, BROTHERHOOD OF LOCOMOTIVE
ENGINEERS, AND BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN, CONCERNING THE HANDLING OF INTER-
CHANGE TRAFFIC BETWEEN THE CHICAGO AND NORTH WESTERN
RAILWAY COMPANY AND THE INDIANA HARBOR BELT RAIL-
ROAD COMPANY.

As it will be necessary for the Indiana Harbor Belt Railroad Company to designate the point of delivery covering traffic for movement via the Indiana Harbor Belt Railroad from the Chicago and North Western Railway, effective March 1, 1954, under an arrangement which will be different from that now prevailing, it is agreed that:

1. Business from the C.&N.W.Ry. for movement via the I.H.B.R.R., now being pulled from the C&N.W. Proviso Yard in trains by I.H.B. crews will be delivered to the I.H.B. by C.&N.W. crews on either one or both to the two tracks located on the I.H.B.R.R. in their Norpaul District between 25th Avenue and the junction at Melrose, which tracks are known as the C.&N.W. Lead track and the Middle Lead.

It is understood that when the capacity of the two tracks referred to is insufficient to accommodate cars received in interchange, or for other operating reasons, other available tracks in the Norpaul Yard may be used for the receipt of this traffic. Business delivered on these tracks will be moved therefrom by I.H.B. crews.

2. The present method of delivering so-called I.H.B. local traffic from the C.&N.W. Proviso Yard to the Norpaul Yard by C.&N.W. crews will remain unchanged.

3. The present arrangement whereby I.H.B. crews deliver all of their Proviso traffic to Proviso Yard will be continued in the same manner as now obtained.

4. The present arrangement whereby I.H.B. crews deliver I.H.B. traffic for the C.&N.W. Ry. Co. 40th Street District to the C.&N.W. Ry. Co. at their 40th Street Yard will be continued.

5. Traffic from the C.&N.W. Ry. Co. 40th Street Yard may be delivered to the I.H.B. on the interchange tracks known as the C.&N.W. Lead and the Middle Lead in the Norpaul District or to the Norpaul Yard Proper.

This agreement shall be effective as of March 1, 1954 and shall remain in effect thereafter until changed or terminated in accordance with the provisions of the Railway Labor Act as amended.

Signed at Gibson, Indiana, this 11th day of February 1954

For the Employees:

L. E. Dunn

Acting General Chairman, Brotherhood
of Railroad Trainmen

Roy H. Kennedy

General Chairman, Brotherhood
of Locomotive Engineers.

C. J. Huber

General Chairman, Brotherhood of
Locomotive Firemen and Enginemen

For the Indiana Harbor Belt Railroad Company

W. F. Davis

General Manager

MEMORANDUM OF UNDERSTANDING OF THE OPERATION
OF THE INTER-TRANSIT COAL STORAGE ARRANGEMENT
BETWEEN THE NEW YORK CENTRAL RAILROAD AND THE
CARNEGIE ILLINOIS STEEL COMPANY AT DUNE PARK

- - - - -

The matter at hand involves the Indiana Harbor Belt Railroad only as it pertains to the spotting of coal in gondola cars and the pulling of the empties from the unloading tracks and placing the empties where New York Central Railroad crews may pick them up. New York Central Railroad crews will set out the cars at Dune Park only and will pick up the empties. This is New York Central Railroad (Western Division) business.

It is pointed out very specifically that this is not interchange business and the cars are not in possession of the Indiana Harbor Belt Railroad, but so long as the operation is on tracks operated normally by the Indiana Harbor Belt, the Indiana Harbor Belt will have the right and will do the spotting. At the beginning of the operation it will involve a simple switch, that is setting up the inbound loads and pulling the outbound empties. Later on additional switching and standby service may be necessary. It may later on involve starting crews to work at Dune Park for the purpose of this particular operation only and without effect or influence on any future matters and without prejudice to the right of the Indiana Harbor Belt to start crews at Dune Park, which at one time was a starting point.

Because of the unusual and peculiar circumstances in connection with this operation we will pay, when the necessity requires to tie crews up or start them at Dune Park, travel time in the amount of four (4) hours in each direction to Engineers, Firemen, Yard Foremen and Yardmen at straight time rates, with the understanding that the employees will assume and pay their own travel expense. In the event it is found advisable to use two crews, whereby the first crew would take the engine to Dune Park from Gibson and turn it over to the second crew, then each member of the first crew would get four hours travel time in returning to Gibson and the members of the second crew would get four hours travel time to go to Dune Park. The same basis would be carried out if there were a need for three tricks, with one of the tricks bringing the engine from Gibson and another trick taking it back to Gibson. In the event the engine is tied up at Dune Park, then each member of each crew will receive four hours at straight time rate in each direction for going to and from Dune Park.

It is also understood that other work aside from the spotting service of the coal may be required to be performed.

When the coal in the storage piles is reloaded into cars, the agreement herein contained will apply.

This memorandum is made as a matter of record for the files of each organization and the Management to cover this special arrangement. It will have no effect or influence on any schedule matters not relating to this operation.

FOR THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS:

C. J. Huber

General Chairman

For the Brotherhood of Locomotive Engineers:

Roy H. Kennedy

Acting General Chairman

For the Brotherhood of Railroad Trainmen:

L. M. Lawrence

General Chairman

L. E. Dunn

Local Chairman

At Gibson, Indiana, February 2, 1952

FOR THE INDIANA HARBOR BELT RAILROAD COMPANY.:

L. T. Schmidt

Superintendent

by M. W. Amoss

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR
BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF
LOCOMOTIVE FIREMEN AND ENGINEMEN AND BROTHERHOOD OF
RAILROAD TRAINMEN, RESPECTING THE USE OF TRACK
SERVING HARTONG AND COMPANY AT GIBSON, INDIANA

Whereas Hartong and Company desire to use Track 23 in the Gibson Repair Yard near Summer Street and Indianapolis Blvd. Hammond, Indiana, and Whereas the employees of the Indiana Harbor Belt Railroad represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad trainmen are desirous of obtaining business of Hartong and Company who will use Track 23 in the Gibson Repair Yard which track is owned by the New York Central Railroad and operated by the Indiana Harbor Belt Railroad, and Whereas the said Hartong and Company desire to construct a hopper for unloading railroad cars, also facilities and equipment on said track

It is Agreed:

That no protest or claim in behalf of any Indiana Harbor Belt crew or employee represented by the Organizations signatory hereto will be filed, progressed or considered valid due to or arising out of the manner in which railroad cars or other equipment are moved or caused to be moved by Hartong and Company, its agents or employees on the said track.

The provisions of this agreement do not permit Hartong and Company, its agents or employees to move railroad cars from one track to another.

This agreement signed at Gibson, Indiana this 5th day of May, 1954 will be effective May 5, 1954, and will remain in effect until changed, revised or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

ACCEPTED FOR THE EMPLOYEES:

(sgd) Roy H. Kennedy
General Chairman
Brotherhood of Locomotive Engineers

(sgd) C. J. Huber
General Chairman
Brotherhood of Locomotive Firemen and
Enginemen

(sgd) L. M. Lawrence
General Chairman
Brotherhood of Railroad Trainmen

ACCEPTED FOR THE RAILROAD

(sgd) W. F. Davis
General Manager

MEMORANDUM OF AGREEMENT

Between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen in connection with the handling of interchange as between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the Indiana Harbor Belt Railroad Company.

IT IS HEREBY AGREED:

1. (a) The Bensenville Yard of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company is the designated point for receiving cars in interchange from the Indiana Harbor Belt Railroad Company and the Norpaul Yard of the IHB Company is the designated point for CMStP&P crews to deliver cars in interchange to the IHB Company.

(b) All interchange transfer movements from the CMStP&P Railroad Company to the IHB Railroad Company shall be handled by CMStP&P yard crews except that IHB crews may be used to operate light movements into the CMStP&F Bensenville Yard for the purpose of handling out of that yard not to exceed one hundred forty (140) whippet trains per calendar month, consisting of livestock or perishable and not to exceed forty (40) cars per day of other than livestock or perishable, in interchange movement to points on the IHB Railroad or connecting lines.

2. The CMStP&F Railroad Company will keep a daily record of all transfer movements handled out of the CMStP&F Bensenville Yard by IHB crews and transfer movements handled out of the IHB Norpaul Yard by CMStP&F Crews. This record will indicate the date, engine number and the time passing Soo Line Tower in both directions.

3. Copy of this record, including the number of cars of other than perishable or livestock handled on each train, shall be furnished to the local chairmen of the BLE, BLF&E, and BRT no later than the 5th day of the succeeding calendar month.

4. (a) In consideration of IHB crews handling trains out of Milwaukee Road Yard at Bensenville as outlined in Section 1-(b) of this agreement the CMStP&F Railroad will allow an arbitrary of one hour at the pro-rata rate to each member of a Milwaukee crew making a trip to the IHB Yard at Norpaul throughout the course of the month. To carry out the provisions of this Agreement, each Milwaukee crew making a trip to the IHB Yard at Norpaul will show on their time slip the one hour arbitrary allowance which will permit it being paid currently.

(b) In the event IHB crews are used to handle in excess of forty (40) cars of other than livestock or perishable in a calendar day out of the Milwaukee Road Bensenville Yard, a Milwaukee crew consisting of an engineer, fireman, foreman and two helpers shall be entitled to and allowed a minimum day of eight (8) hours at pro-rata rates.

(c) If at the end of a calendar month the number of Milwaukee crews used in transfer movement from the IHB Norpaul Yard with cars (It is intended Milwaukee crews will bring from Norpaul Yard with cars that are switched and available on one track at the time the Milwaukee crew departs Norpaul) does not equal the number of IHB crews used in transfer movements out of the CMStP&F Bensenville Yard, a Milwaukee crew consisting of an engineer, fireman, foreman, and two helpers will be entitled to and allowed a minimum day at pro-rata rates for each trip movement IHB crews were used in excess of the number of trips made by Milwaukee crews.

Note: It is understood the payments referred to in Paragraph (b) and (c) shall be made to the available extra men, and if no extra men are available, the payments shall accrue to the senior available regular men who lost time from their assignment through no fault of their own during the second half payroll period during which the shortage occurred. If no extra men were available and no regular men lost time from their assignment during this period, the payment will be allowed to the men designated by the local chairmen of the respective Organizations.

5. The Management of the CMStP&F Railroad Company agrees to assume full responsibility for carrying out the provisions of this agreement.

6. This agreement is effective January 16, 1951, and will remain in effect until cancelled or changed in accordance with the provisions of the Railway Labor Act as amended.

(sgd) John J. McCrane
General Chairman - BLE

(sgd) W. L. Schroder
General Chairman - BLE&E

(sgd) G. D. Houser (R.A.R.)
General Chairman - BRT

(sgd) W. J. Whalen
General Manager - CMStP&F

(sgd) C. P. Downing
Asst. to the Vice President
CMStP&F

Approved
(sgd) R. E. Davidson
Asst. G.C.E. - BLE

(sgd) J. L. Witherspoon
Vice President - BLE&E

(sgd) W. M. Dolan
Vice President - BRT

Memorandum of Agreement Between the Indiana Harbor Belt Railroad Company and Its Employees Represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen, Respecting the Handling of Interchange at Blue Island, Illinois.

It is agreed that effective 12:01 A.M., November 22, 1946 the Chicago Rock Island and Pacific Railway Company yard crews will deliver all interchange cars to the Indiana Harbor Belt Railroad Company in the Indiana Harbor Belt Railroad Blue Island Yard and the Indiana Harbor Belt Railroad crews will deliver all interchange cars to the Chicago Rock Island and Pacific Railway Company in the Chicago Rock Island and Pacific Burr Oak Yard.

In event delivery of cars is made at points other than above referred to, an additional days pay will be paid to crew or crews of the Indiana Harbor Belt Railroad, who may be required to make such set outs or pick ups, of any cars set out short of either Burr Oak or Blue Island Yard. This will not apply on cars set out due to bad order condition, cars involved in accident or cars in movements when delivery is prevented by derailment, and which may be set out and picked up without penalty.

This understanding is made to conform with the seniority rules in the several agreements involved and may be revised or cancelled as provided for by the Railway Labor Act as amended.

Accepted for the Indiana
Harbor Belt Railroad Employees

(sgd) R. E. Davidson
General Chairman, B. of L.E.

(sgd) C. J. Huber
General Chairman, B. of L.F. & E.

(sgd) C. C. Kitts
General Chairman, B of RT

Accepted for the Indiana
Harbor Belt Railroad
Company

(sgd) R. H. McGraw
General Manager

Memorandum of Agreement between the Indiana Harbor Belt Railroad and its Employees represented by the Brotherhood of Locomotive Engineers with respect to point for going on or off duty at other than designated point.

IT IS AGREED:

1. That when an engineer is on an assignment with a regular designated starting point at Michigan Avenue Yard other than an Engine Terminal Track is required to go on duty and receive his engine at the Engine Terminal Track he will be paid an allowance of fifteen (15) minutes.
2. That when an engineer is on an assignment with a designated tie up point at Michigan Avenue Yard other than an engine terminal track is required to go off duty at an engine terminal track will be paid an allowance of fifteen (15) minutes.

The allowance provided for in paragraph 1 and 2 above will be in addition to other earnings for the tour of duty and will be paid for at the straight time rates of pay.

This Memorandum of Agreement cancels the letter agreement dated June 22, 1945.

This Memorandum of Agreement is effective June 1, 1953 and will remain in effect until cancelled, changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

FOR THE EMPLOYEES:

Roy H. Kennedy
General Chairman, Brotherhood
of Locomotive Engineers

W. F. Shahan
Acting Local Chairman,
Brotherhood of Locomotive
Engineers

FOR THE INDIANA HARBOR BELT
RAILROAD

W. F. Davis
General Manager

(67)

In accordance with Agreements on File with the General Chairman concerning men going off duty at other than the designated point as follows:

In either direction between;	Gibson Enginehouse and	
	Columbia Ave, (West End),.....	1 hour
" " " "	Gibson Engine House and	
	Gibson Transfer (LCL).....	1 hour
" " " "	Gibson Enginehouse and	
	North or South Hump.....	30 mins.
" " " "	Gibson South Yard to	
	Roundhouse.....	18 mins.
" " " "	Blue Island East Yard or	
	the Arcady Farms Milling Co.	
	and Engine House or Hump.....	48 mins.
" " " "	Blue Island Engine House	
	and Blue Island Hump or	
	West Yard.....	18 mins.
" " " "	Calumet City Stock Yard to Pit..	12mins.
" " " "	Norpaul Yard to Roundhouse.....	12mins.

(sgd) W. T. Shahan
General Chairman

January 1957

INDIANA HARBOR BELT RAILROAD COMPANY

Copy Messrs: L.W. Payne
W.L. Houghton
M.T. MacLaury

Gibson, Indiana
(P.O. Hammond, Ind.)
March 5, 1946

Mr. A. W. Telley, Vice General Chairman
Brotherhood of Locomotive Engineers
1125 Wilcox Street
Hammond, Indiana

File 1-11-aa

Dear Sir:

As agreed at our conference today, we will arrange to cover open jobs at Argo from the Engineers extra board at Norpaul first in-first out in line with your letter of last November to Master Mechanic Rasor which reads:

"In answer to your request for a definition of an open job, as described in my proposed change in manning jobs at Argo.

"An open job is a job that has not been taken by any engineer as his regular run. Since no one has taken open job at Argo as their regular run, they are known as open jobs.

"Instead of forcing the junior engineers to man these open jobs at Argo as their regular runs in accordance with the present rule, our organization has requested that we change the present rule, and man the open jobs at Argo by engineers called from the extra board at Norpaul, applying the first in-first out rule. Thus, when an extra engineer is called from Norpaul to deadhead to Argo for an open job, he will do so without compensation for deadheading either to or from Argo, when working an open job only.

"At the time they go off duty at Argo, these Engineers will be placed on extra at Norpaul.

"These open jobs at Argo are available as regular runs and may be taken by any engineers as their regular runs when the required notice is given."

With the understanding that the arrangement outlined shall become effective March 15, 1946 and shall be given a "try out" for a six month's period.

Conference will be arranged for during the week of September 8th at which this subject will again be given consideration.

Please signify your concurrence by signing and returning one copy of this letter.

I concur in the above:
(sgd) A. W. Telley
Vice General Chairman BofLE

Yours Very Truly,
(sgd) T. L. Green
General Manager