

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

Article 1. (a), (b), (c), (d), (e), (f), (g), (h), and (i) as contained in the General Labor Agreement by and between the Indiana Harbor Belt Railroad Company and the United Transportation Union, as found on pages 102 and 103 is hereby abrogated and the following shall apply in substitution thereof.

Article 1. (a) A temporary vacancy/vacancies (first day vacancy/vacancies) on an assignment(s) such as but not limited to regular yard assignment(s), yard transfer assignment(s), outer belt transfer service assignment(s), flagmen assignment(s) and/or herder assignment(s) which is/are created by a regular man/men marked off for any reason shall be filled on the first day by the senior yardman/yardmen requesting that assignment(s). Such a vacancy/vacancies will be open to the senior bidder thereto up to two (2) hours before the on-duty time of the assignment at which time the senior yardman holding the vacancy will be assigned thereto for a minimum of forty-nine (49) hours or until the next Sunday mark-up board unless he is displaced by a senior yardman who has a bump coming.

(b) Vacancies created by yardmen assigning themselves to new jobs that have been put on by bulletin during the week shall be filled by the senior yardman requesting such vacancies. Such a vacancy will be open to the senior bidder thereto up to two (2) hours before the on-duty time of the assignment at which time the senior yardman holding the vacancy will be assigned thereto for a minimum of forty-nine (49) hours or until the next Sunday mark-up board unless he is displaced by a senior yardman who has a bump coming.

NOTE 1: In the event a temporary vacancy/vacancies (first day vacancy/vacancies) on an assignment(s) which is created by a regular man/men marked off for any reason is not filled on the first day by the senior yardman/yardmen requesting that assignment(s), such temporary vacancy/vacancies shall be filled on the first day from the extra board and shall continue to be filled from the extra board until such time the senior yardman/yardmen requesting that assignment(s) bids such assignment(s) in accordance with the provisions of Article 1. as contained herein. This Note 1 shall apply to Article 1. (a) and (b) as contained herein.

NOTE 2: A Yardman/Yardmen shall not be required to wait until the off duty time of an assignment(s) in order to bid on such assignment(s). This Note 2 shall apply to Article 1. (a) and (b) as contained herein.

(c) Any yardman bidding on a vacancy such as covered in paragraphs (a) and (b) above and later displaced by a senior yardman prior to the two (2) hour cut-off time may, at the time notified, exercise his seniority to another position available to him, or he shall remain on the position from which he attempted to move. If, at the time notified, it is too late for him to cover his former position or his seniority will not permit his return, he will then go to the bump board and be handled under the provisions of paragraph (e) of this agreement. Extra board men unable to return to their proper place will go first out.

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

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

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

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

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

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

Article 2. The provisions as contained in Article 1. (a), (b), (c), (d), (e), (f), (g), and (h) herein shall become effective on June 1, 1999 and shall remain in effect through and including August 31, 1999 and thereafter subject to the provisions of Article 3. or Article 4. as contained herein .

Article 3. The provisions as contained in Article 1. (a), (b), (c), (d), (e), (f), (g), and (h) herein may be cancelled by either party upon a thirty (30) day written notice. Such thirty (30) day written notice to cancel by either party may be served between September 1, 1999 and November 30, 1999. In the event the thirty (30) day written notice to cancel is utilized by either party between September 1, 1999 and November 30, 1999, the provisions as set forth in Article 1. (a), (b), (c), (e), (f), (g), (h), and (i) as contained in the General Labor Agreement by and between the Indiana Harbor Belt Railroad Company and the United Transportation Union as found on pages 102 and 103 shall be reinstated.

In the event the thirty (30) day written notice to cancel is not utilized by either party between September 1, 1999 and November 30, 1999, the provisions as set forth in Article 1. (a), (b), (c), (d), (e), (f), (g), and (h) as contained herein shall apply and shall be governed by the provisions of Article 4. as contained herein.

Article 4. Except as otherwise provided for in Article 3. herein, the provisions as contained in Article 1. (a), (b), (c), (d), (e), (f), (g) and (h) shall become effective on June 1, 1999 and shall remain in effect until and unless changed in accordance with the applicable provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana this 29th day of APRIL 1999.

FOR THE UNITED TRANSPORTATION UNION

P.D. Drennan
P.D. Drennan, General Chairman, UTU(y)

G.F. Babiarz
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FOR THE INDIANA HARBOR BELT RR CO.

J.A. Markase
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