

## **ARTICLE 8 - EXTRA BOARD STARTS - NON-PROTECTED YARDMEN**

### **Section 1**

An IHB Yardman with an employment date with Indiana Harbor Belt Railroad Company subsequent to October 1, 1992, but prior to June 1, 1997, as an IHB Yardman, who is working off the extra board at one of the various terminals, i.e. Norpaul, Argo, Blue Island, or Gibson, shall be entitled to and guaranteed a minimum of nine (9) tours of duty (starts) per pay period, subject to the provisions of PART TWO, ARTICLE 8 as set forth herein.

**NOTE:** A Yardman dismissed for cause that is subsequently reinstated with seniority rights unimpaired shall be entitled to all of the provisions as contained in PART TWO herein.

### **Section 2**

Effective June 1, 1997 and thereafter, a Yardman may place himself on the extra board and shall be entitled to and guaranteed a minimum of nine (9) tours of duty (starts) per pay period for a period of time equal to that Yardman's total length of service calculated from his initial employment month with this Carrier as a Yardman, through and including May 31, 1997, subject to the provisions of PART TWO, ARTICLE 8 as set forth herein.

### **Section 3**

A seniority list of Yardmen identifying his/her total number of months that he/she has accumulated since his/her initial employment month with this Carrier as a Yardman, through and including May 31, 1997, for the purpose of applying PART TWO, ARTICLE 8 as contained herein, is set forth in "APPENDIX I" as attached hereto and shall be incorporated into and made a part of this Agreement to the same extent as if included herein.

**NOTE:** Example 12 and Example 16 as contained in "APPENDIX II" further illustrates the application of ARTICLE 8. However, the verbiage "Therefore, he/she shall be entitled to and guaranteed a minimum of nine (9) tours of duty (starts) per pay period on the extra board until" shall be used in substitution of the verbiage "Therefore, he shall not be furloughed from 6-01-97 through and including".

### **Section 4**

In the event a Yardman places himself/herself on the extra board and does not make a minimum of nine (9) tours of duty (starts) in that pay period, such Yardman shall be compensated one (1) day's pay at his/her applicable rate of pay at the Foreman's eight (8) hour basic daily rate of pay for each full calendar day (midnight to midnight) that such Yardman was available on the extra board but did not perform service for this Carrier.

**NOTE 1:** A day of compensation due a Yardman at his/her applicable rate of pay at the Foreman eight (8) hour basic daily rate of pay shall be referred to as an "Extra Board Start".

**NOTE 2:** The applicable Foreman eight (8) hour basic daily rate of pay in connection herewith shall be subject to future general wage and/or cost of living increases.

### **Section 5**

Each tour of duty credited to a Yardman during a pay period shall reduce that Yardman's nine (9) Extra Board Starts by one (1) for that pay period.

## **ARTICLE 8 - EXTRA BOARD STARTS - NON-PROTECTED YARDMEN (Continued)**

### **Section 6**

In the event a Yardman removes himself/herself from the extra board or is not available on the extra board during a full calendar day (midnight to midnight), that Yardman's nine (9) Extra Board Starts shall be reduced by one (1) for that pay period except as provided for in ARTICLE 8, Section 6, A, B, C, D, E and F below.

- A.** In the event a Gibson Yardman completes his/her five (5) day work week in less than seven (7) calendar days, such Yardman's off days shall not reduce his/her Extra Board Starts.
- B.** Each time a Yardman removes himself/herself from the extra board at any time during a calendar day and he/she places himself/herself back on the extra board within 24 hours thereof, he/she shall have his/her Extra Board Starts reduced by only one (1) for that pay period.
- C.** In the event a Yardman removes himself from the extra board for the purpose of marking up on a regular assignment(s) on that same calendar day and is subsequently bumped, and such Yardman immediately places himself/herself back on the extra board upon notification of a bump(s), such yardman shall not have his/her Extra Board Starts reduced by one (1) for that pay period.
- D.** In the event a Yardman removes himself from the extra board for the purpose of marking up on a regular assignment(s) for the following calendar day and would not have been called off the extra board to perform service for the Carrier between the time such Yardman called to assign himself regular and midnight, such Yardman shall not have his/her Extra Board Starts reduced by one (1) for that pay period.
- E.** In the event a Yardman is fully available and does not remove himself/herself from the extra board for twelve (12) days in a fourteen (14) day pay period, thirteen (13) days in a fifteen (15) day pay period, or fourteen (14) days in a sixteen (16) day pay period, such Yardman shall have his/her Extra Board Starts reduced by only one (1) for that entire pay period.

**NOTE:** In the event a Gibson Yardman completes his/her five (5) day work week in less than seven (7) calendar days, such Yardman's off days shall not reduce his/her Extra Board Starts.

- F.** In the event a Yardman is fully available and does not remove himself/herself from the extra board for thirteen (13) days in a fourteen (14) day pay period, fourteen (14) days in a fifteen (15) day pay period, or fifteen (15) days in a sixteen (16) day pay period, such Yardman shall not have his/her Extra Board Starts reduced by one (1) for that pay period unless such Yardman removes himself/herself from the extra board on the last calendar day of the pay period.

**NOTE:** In the event a Gibson Yardman completes his/her five (5) day work week in less than seven (7) calendar days, such Yardman's off days shall not reduce his/her Extra Board Starts.

### **Section 7**

Attached hereto is a chart identified as "APPENDIX IV" illustrating the mechanics of the nine (9) Extra Board Starts in connection with ARTICLE 8 herein. APPENDIX IV as attached hereto shall be incorporated into and made a part of this Agreement to the same extent as if included herein.

## **ARTICLE 8 - EXTRA BOARD STARTS - NON-PROTECTED YARDMEN (Continued)**

### **Section 8**

In the event a Yardman is set up in a regular status and cannot hold a regular assignment on any full calendar day, such Yardman may revert to the extra board at his/her seniority district for the remainder of that pay period.

### **Section 9**

The protection as afforded in PART TWO, ARTICLE 8 as contained herein shall be in addition to any other form(s) of protection that are negotiated for and/or awarded to Yardmen, such as but not limited to New York Dock, etc.

### **Section 10**

Each Extra Board Start a Yardman is compensated for shall count as eight (8) qualifying hours in determining eligibility for vacation and shall be considered compensated service in determining compensation due for vacation pay, in accordance with the provisions as set forth in the National Vacation Agreement.

### **Section 11**

Each Extra Board Start a Yardman is compensated for shall count as an actual tour of duty (start) when determining a Yardman's eligibility to qualify for holiday pay, in accordance with the provisions as set forth in the National Holiday Agreement.

### **Section 12**

An IHB Yardman may remove himself/herself from the extra board on the day preceding a paid holiday, the actual day of a paid holiday, and/or the day following a paid holiday, and shall still be qualified for the purpose of receiving such holiday pay. Except as provided for herein, all of the other provisions as contained in the National Holiday Agreement shall apply.

### **Section 13**

Each Extra Board Start a Yardman is compensated for shall count as one (1) calendar day in determining a Yardman's eligibility to qualify for Health and Welfare, Dental, and Vision Care.

### **Section 14**

A Yardman shall not be required to submit a timeslip to receive his/her compensation for Extra Board Start(s) and such compensation shall be made no later than the pay day following the pay period in which the Extra Board Start(s) is credited.