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#### Signatures

P.D Drennan, General Chairman, UTU (y)  
J.K. Beatty, Manager Labor Relations/ Personnel  
G.F. Babiarz, Vice General Chairman, UTU (y)  
C.H. Allen, General Manager  
October 1, 1992

Side Letter #1 Wages  
Side Letter #2 COLA  
Side Letter #3 Lump Sum Payments  
Side Letter #4 Wage Increases  
Side Letter #5 Wage Increases  
Side Letter #6 May 1, 1998 Rate Progression Exemption  
Side Letter #7 May 1, 1988 Termination of Seniority Exemption  
Side Letter #8 Vacation Computing  
Side Letter #9 Yardmen Promotion to Yard Foreman  
Side Letter #10 Exclusive Rights  
Side Letter #11 Protected Employees and Limited Protected Employees Leave of Absence to Work in Different Districts  
Side Letter #12 Entitled Payments

DISCLAIMER: This Table of Contents is for educational purposes only. Opinions and/ or points of view expressed in this Table of Contents represent the view(s) of its creator and does not necessarily represent the official positions or policies of the Indiana Harbor Belt Railroad Company and/ or The United Transportation Union (y) currently known as SMART Transportation Division. Or any other governing body that may interpret the language within. This Table of Contents is not a part of the original agreement and/ or agreements referenced and is not intended to modify any language as set forth in the provisions of the Railway Labor Act.....Justin Wolters, General Chairperson GCA



## INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

August 31, 1992

Mr. P.D. Drennan  
General Chairman, UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

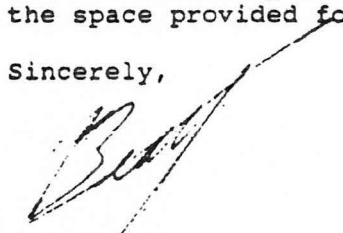
Dear Mr. Drennan:

This will confirm our understanding reached in our conference of August 31, 1992, at Hammond, Indiana, wherein it is mutually agreed and understood that the Labor Agreement dated October 1, 1992, Appendix I, II and III, Side Letters 1 through and including 12, and Side Letters 1 through and including 4 (Crew Consist), shall be null and void if this Agreement is not ratified by the UTU Membership (Yardmen).

The General Chairman, UTU(y) shall notify the Carrier on or prior to September 22, 1992, as to the outcome of the Membership Ratification (Yardmen).

If this correctly sets forth our understanding, please affix your signature in the space provided for below.

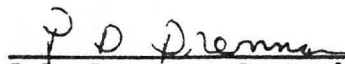
Sincerely,

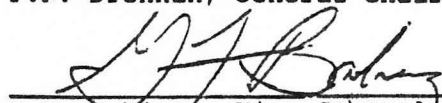
  
J.K. BEATTY

I CONCUR:

  
C.H. Allen, General Manager

AGREED:

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

  
G.F. Babiarz, Vice General Chairman, UTU(y)



OCTOBER 1, 1992

Agreement between the

INDIANA HARBOR BELT RAILROAD COMPANY

and its Employees

Represented by the

UNITED TRANSPORTATION UNION (y)  
(Yardmen)

Part One:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 - Lump Sum Payment

Each employee subject to this Agreement who rendered compensated service on a sufficient number of days during the calendar year 1991 to qualify for an annual vacation in the calendar year 1992 will be paid \$2,000. Those employees who rendered compensated service on an insufficient number of days during the calendar year 1991 to qualify for an annual vacation in the calendar year 1992 will be paid a proportional share of that amount. This Section shall be applicable solely to those employees subject to this Agreement who had an employment relationship as of the date of this Agreement, or who have retired or died on or subsequent to January 1, 1991. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

NOTE: Yardmen shall be paid the lump sum payment by separate check no later than thirty (30) days subsequent to the effective date of this Agreement.

Section 2 - First General Wage Increase

Effective July 1, 1991, all standard basic hourly and daily rates of pay in effect on June 30, 1991, for employees represented by the United Transportation Union (y) (Yardmen) shall be increased by three (3) percent.

NOTE: Yardmen shall receive retroactive backpay commencing on July 1, 1991, through and including September 30, 1992, due in accordance with the provisions as set forth in Article I, Section 2, herein. The retroactive backpay shall be paid by separate check no later than thirty (30) days subsequent to the effective date of this Agreement.

Section 3 - Second General Wage Increase

Effective July 1, 1993, all standard basic hourly and daily rates of pay in effect on June 30, 1993, for employees represented by the United Transportation Union (y) (Yardmen) shall be increased in the amount of three (3) percent.

#### Section 4 - Third General Wage Increase

Effective July 1, 1994, all standard basic hourly and daily rates of pay in effect on June 30, 1994, for employees represented by the United Transportation Union (y) shall be increased in the amount of four (4) percent.

#### Section 5 - Standard Rates

The standard basic daily rates of pay produced by application of the increases provided for in this Article are set forth in Appendix 1, which is a part of this Agreement.

#### Section 6 - Application of Wage Increase

(a) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(b) Existing money differentials above existing standard daily rates shall be maintained.

### ARTICLE II - COST-OF-LIVING PAYMENTS

#### Part A - Cost-of-Living Lump Sum Payments Through January 1, 1995

##### Section 1 - First Lump Sum Cost-of-Living Payment

Subject to Section 6, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period April 1, 1991 through March 31, 1992, will receive a lump sum payment on July 1, 1992, of \$1,287.00.

NOTE: Yardmen shall be paid the first lump sum cost of living payment by separate check no later than thirty (30) days subsequent to the effective date of this Agreement.

##### Section 2 - Second Lump Sum Cost of Living Payment

Subject to Section 6, employees with 1,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period April 1, 1992 through September 30, 1992, will receive a lump sum payment on January 1, 1993 equal to the difference between (i) \$1,273.00, and (ii) the lesser of \$636.50 and one quarter of the amount, if any, by which the carriers' 1993 payment rate for foreign-to-occupation health benefits under the Railroad Employees National Health and Welfare Plan (the "Plan") exceeds the sum of (a) the amount of such payment rate for 1992 and (b) the amount per covered employee that will be taken during 1993 from that certain special account maintained at the Travelers Insurance Company known as the "Special Account Held in Connection with the Amount for the Close-Out Period" (the "Special Account") to pay or provide for Plan foreign-to-occupation health benefits.

### Section 3 - Third Lump Sum Cost-of-Living Payment

Subject to Section 6, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period October 1, 1992 through September 30, 1993, will receive a lump sum payment on January 1, 1994 equal to the difference between (i) \$1,297.00, and (ii) the lesser of \$648.50 and one quarter of the amount, if any, by which the carriers' 1994 payment rate for foreign-to-occupation health benefits under the Plan exceeds the sum of (a) the amount of such payment rate for 1993 and (b) the amount per covered employee that will be taken during 1994 from the Special Account to pay or provide for Plan foreign-to-occupation health benefits.

### Section 4 - Fourth Lump Sum Cost-of-Living Payment

Subject to Section 6, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period October 1, 1993 through September 30, 1994, will receive a lump sum payment on January 1, 1995 equal to the difference between (i) \$890.00, and (ii) the lesser of \$445.00 and one quarter of the amount, if any, by which the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan exceeds the amount of such payment rate for 1994.

### Section 5 - Definition of Payment Rate for Foreign-to-Occupation Health Benefits

The carrier's payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve times the payment made by the carriers to the Plan per month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1 hereof.

### Section 6 - Employees Working Less Than Full-Time

For employees who have fewer straight time hours (as defined) paid for in any of the respective periods described in Sections 1 through 4 than the minimum number set forth therein, the dollar amounts specified in clause (i) thereof shall be adjusted by multiplying such amounts by the number of straight time hours (including vacations, holidays and guarantees in protective agreements or arrangements) for which the employee was paid during the applicable measurement period divided by the defined minimum hours. For any such employee, the dollar amounts described in clause (ii) of such Sections shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

### Section 7 - Eligibility for Receipt of Lump Sum Payments

The lump sum cost-of-living payments provided for in this Article will be payable to each employee subject to this Agreement who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payments. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

**PART B - Cost of Living Allowance and Adjustments Thereto**  
**After January 1, 1995**

**Section 1 - Cost of Living Allowance and Effective Dates of**  
**Adjustments Thereto**

(a) A cost of living allowance will be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective July 1, 1995 based, subject to paragraph (d), on the BLS CPI for September 1994 as compared with the BLS CPI for March 1995. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d) (iii), according to the formula set forth in paragraph (e).

**Measurement Periods**

<b><u>Base Month</u></b>	<b><u>Measurement Month</u></b>	<b><u>Effective Date of Adjustment</u></b>
September 1994	March 1995	July 1, 1995
March 1995	September 1995	January 1, 1996

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable for all years subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, vacations, holidays and to special allowances in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, or fixed amounts of money.

(c) The amount of the cost-of-living allowance, if any, that will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d)(i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<b><u>Effective Date of Adjustment</u></b>	<b><u>Maximum CPI Increase That May Be Taken Into Account</u></b>
July 1, 1995	3% of September 1994 CPI
January 1, 1996	6% of September 1994 CPI, less the increase from September 1994 to March 1995



Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) **Limitation.** In calculations under paragraph (e), only fifty (50) percent of the increase in the BLS CPI in any measurement period shall be considered.

(iii) If the increase in the BLS CPI from the base month of September 1994 to the measurement month of March 1995 exceeds 3% of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such September base index less the 3% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective July 1, 1995 during such measurement period.

(iv) Any increase in the BLS CPI from the base month of September 1994 to the measurement month of September 1995 in excess of 6% of the September 1994 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent years in which this Article is in effect.

(e) **Formula.** The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance in effect on December 31, 1995 will be adjusted (increased or decreased) effective January 1, 1996 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the BLS CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on December 31, 1995 if the BLS CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains at zero or above. The same procedure will be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department

of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

#### Section 2 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective July 1, 1995 shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1994, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above. For the purpose of the foregoing calculation, the amount of any increase described in clause (ii) that has been taken into account in determining the amount received by the employee as a lump sum payment on January 1, 1995 shall not be taken into account.

(b) The cost-of-living allowance payable to each employee effective January 1, 1996, shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1996 payment rate for foreign-to-occupation health benefits under the Plan over the amount of such payment rate for 1995, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above.

(c) The procedure specified in paragraph (b) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(d) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 5 of Part A shall apply with respect to any year covered by this Section.

(e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

#### Section 3 - Application of Cost-of-Living Allowances

The cost-of-living allowance provided for in this Part will not become part of basic rates of pay. Such allowance will be applied as follows:

Each one cent per hour of cost-of-living allowance will be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Article I of this Implementing Document. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Section 6 of Article I.

Section 4 - Continuation of Part B

The arrangements set forth in Part B of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

ARTICLE III - HEALTH AND WELFARE PLAN AND EARLY RETIREMENT MAJOR MEDICAL BENEFIT PLAN

All of the provisions contained in Article III entitled "Health and Welfare Plan and Early Retirement Major Medical Benefit Plan", of the IMPLEMENTING DOCUMENTS EFFECTIVE NOVEMBER 1, 1991, between railroads represented by the NATIONAL CARRIERS' CONFERENCE COMMITTEE and employees of such railroads represented by the UNITED TRANSPORTATION UNION shall be incorporated into and made a part of this Agreement, to the same extent, as if included herein.

ARTICLE IV - LUNCH PERIOD

ARTICLE VII - LUNCH PERIOD as contained in the May 1, 1988 Agreement between the Indiana Harbor Belt Railroad and the United Transportation Union (y) is hereby abrogated and the following shall apply in substitution thereof:

Section 1 -

Lunch period for yard crews in Outer Belt Transfer service.

- (a) Yard crews in Outer Belt Transfer service shall be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period shall commence between 3 1/2 and 8 hours after the starting time of the assignment.
- (b) In the event an Outer Belt Transfer crew is not afforded a lunch period during their tour of duty as provided for in this section, the lunch period shall be considered to be waived and each member of the crew shall be paid thirty (30) minutes at the applicable overtime rate of pay in lieu thereof, in addition to any other compensation.
- (c) It is hereby agreed that all members of an Outer Belt Transfer Assignment shall begin and end their lunch period as a unit.

Section 2 -

Lunch period for yard crews in other than Outer Belt Transfer Service.

- (a) Yard crews in other than Outer Belt Transfer service shall be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period shall commence between 3 1/2 and 6 1/2 hours after the starting time of the assignment.

- (b) In the event a yard crew is not afforded a lunch period during their tour of duty as provided for in this section, each member of the crew shall be paid thirty (30) minutes at the applicable overtime rate of pay, in addition to any other compensation; however, it is hereby understood that, additionally, the members of a yard crew shall be allowed a lunch period as close to the one-hundred-eighty (180) minute period as service requirements permit.
- (c) It is hereby agreed that all members of the yard crew shall begin and end their lunch period as a unit.

**Section 3 -**

**Lunch Period Agreement Pertaining To Car Retarder Operators.**

- (a) Car Retarder Operators shall be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period shall commence between 3 1/2 and 6 1/2 hours after the starting time of the assignment.
- (b) Car Retarder Operators shall not be required to work longer than 6 1/2 hours without being allowed to go to lunch without deduction in pay or time therefor.

**ARTICLE V - WORK RULE CHANGES - INCIDENTAL WORK**

IHB Yardmen may perform the following items of work in connection with their own assignment(s) without additional compensation.

**Section 1 - Removing Yard Air Line(s)**

- (a) IHB Yardmen may be required to remove yard air line(s) on trains at yards where yard air line(s) are utilized.
- (b) IHB Yardmen shall only be required to remove yard air line(s) on cars and/or trains that are intended to be advanced, handled and/or moved by that train crew.

NOTE 1: IHB Yardmen shall not be required to affix yard air line(s) on trains for any reason.

NOTE 2: The provisions as contained in Section 1 of this Article are not intended to infringe on the work rights of another craft as established.

**Section 2 - Restoring Main Line Switch(es)**

IHB Yardmen may be required to restore main line switch(es) to their normal position, as instructed by the Carrier, in behalf of any train crew operating on the Indiana Harbor Belt Railroad.



### Section 3 - Preferred (Specific) Cut

ARTICLE XVI - RULES CHANGES, Section 5 - Preferred (Specific) Cut as contained in the May 1, 1988 Agreement between the Indiana Harbor Belt Railroad and the United Transportation Union (y) is hereby abrogated and the following shall apply in substitution thereof.

IHB Yardmen may be required to make one (1) preferred (specific) cut on a train and double that portion of their train to another track within the confines of that yard. When a preferred (specific) cut has been made, it shall not be necessary that any one track be filled to capacity.

NOTE: The aforementioned rule shall apply to trains being delivered to an IHB yard as well as a foreign yard by IHB Yardmen.

### Section 4 - Miscellaneous Duties

IHB Yardmen may be required to engage in the use of communication devices; copy and handle train orders, clearances and/or other messages.

## ARTICLE VI - REGULARLY ASSIGNED OUTER BELT STARTING TIME ADJUSTMENTS

### Section 1 -

The fixed advertised starting time of regularly assigned Outer Belt Transfer Assignments may be adjusted by exactly one (1) hour to reflect a later starting time of exactly one (1) hour.

Question: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions of Section 1 as contained herein, what will the adjusted starting time be?

Answer: 9:00 AM.

### Section 2 -

The fixed advertised starting time of regularly assigned Outer Belt Transfer Assignments may be adjusted by exactly two (2) hours to reflect a later starting time of exactly two (2) hours.

Question: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions of Section 2 as contained herein, what will the adjusted starting time be?

Answer: 10:00 AM.

### Section 3 -

In the event the provisions of Section 1 or Section 2 are utilized, the day/date of the fixed advertised starting time of such assignment shall be used for the purpose of crediting such Yardman or Yardmen with a start in connection with the five (5) day work week (Gibson) or the Twenty-two Start Agreement (Norpaal, Argo, Blue Island) and also for the purpose of crediting such Yardmen with compensation.

#### Section 4 -

In the event a regularly assigned Outer Belt Transfer Assignment is subject to a starting time change in accordance with the provisions as set forth in Section 1 or Section 2, the regularly assigned Yardman or Yardmen shall be notified by telephone two (2) hours prior to the fixed advertised starting time of the regularly assigned Outer Belt Transfer Assignment and shall be informed as to what the adjusted starting time of their assignment shall be.

Question: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions contained in Section 1 or Section 2, what time will the Carrier notify the regularly assigned Yardman or Yardmen affected by the adjusted starting time?

Answer: 6:00 AM

#### Section 5 -

In the event an extra Yardman or extra Yardmen are utilized on a regularly assigned Outer Belt Transfer Assignment and the provisions as contained in Section 1 or Section 2 are utilized, the extra Yardman or extra Yardmen shall be called two (2) hours prior to the adjusted starting time of the assignment and shall be informed by the Crew Dispatcher that a regular assignment with a fixed starting time has been adjusted and as to what the adjusted starting time of the assignment shall be.

Question 1: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions of Section 1, what time will the Carrier notify the extra Yardman or extra Yardmen of the adjusted starting time of such assignment and be called to fill such vacancy?

Answer 1: 7:00 AM

Question 2: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions of Section 2, what time will the Carrier notify the extra Yardman or extra Yardmen of the adjusted starting time of such assignment and be called to fill such vacancy?

Answer 2: 8:00 AM

#### Section 6 -

In the event the provisions of Section 1 or Section 2 are utilized, Yardmen shall be compensated commencing from the fixed advertised starting time of the regularly assigned Outer Belt Transfer Assignment.

Question 1: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 1, and the adjusted starting time of the assignment is 9:00 AM, what time will the Yardmen begin to be compensated?

Answer 1: 8:00 AM.

**Question 2:** If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 2, and the adjusted starting time of the assignment is 10:00 AM, what time will the Yardmen begin to be compensated?

**Answer 2:** 8:00 AM.

**Question 3:** If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 1, and the adjusted starting time of the assignment is 9:00 AM, what time will the Yardmen begin to be compensated at the overtime rate of pay?

**Answer 3:** 4:00 PM.

**Question 4:** If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 2, and the adjusted starting time of the assignment is 10:00 AM, what time will the Yardmen begin to be compensated at the overtime rate of pay?

**Answer 4:** 4:00 PM.

**Question 5:** If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 1 or Section 2, what time will the extra Yardman or extra Yardmen begin to be compensated and what time will the extra Yardman or extra Yardmen begin to be compensated at the overtime rate of pay?

**Answer 5:** The extra Yardman or extra Yardmen shall be compensated as is a regular Yardman or Yardmen in accordance with the provisions as set forth in this Section.

#### **Section 7 -**

In the event the provisions of Section 1 or Section 2 are utilized, the fixed starting time of the regularly assigned Outer Belt Transfer Assignment shall be utilized for the purpose of applying Article II, Section 8(c), found on page 2, as contained in the General Labor Agreement by and between the Indiana Harbor Railroad Company and the United Transportation Union (y).

#### **Section 8 -**

In the event the provisions of Section 1 or Section 2 are utilized, the adjusted starting time of the regularly assigned Outer Belt Transfer Assignment shall be utilized for the purpose of complying with the Hours of Service Act.

#### **Section 9 -**

In the event the provisions of Section 1 or Section 2 are utilized, and the regularly assigned Yardman or Yardmen are not rested under the applicable provisions of the Hours of Service Act for their assignment on the following day, the fixed advertised starting time of the regularly assigned Outer Belt Transfer Assignment shall be adjusted in accordance with the provisions as set forth in Section 1 or Section 2, in order for the Yardman or Yardmen affected to be rested for their regular assignment under the Hours of Service Act. The Carrier shall utilize the provisions of Section 4 and Section 6 as set forth in this Article.

Section 10 -

- A. The provisions as contained in this Article VI, Section 1 through and including Section 9, may be cancelled by either party upon written notice. Such notice to cancel must be served between the time period of January 1, 1993 and August 31, 1993.
- B. In the event a cancellation notice is served consistent with the requirements contained in Paragraph A above, all of the provisions in Article VI as contained in this Agreement, shall automatically cancel on September 30, 1993, and the parties signatory hereto shall revert to agreement rules, practices, and/or understandings that were in effect prior to October 1, 1992.
- C. Except as otherwise provided for in Paragraphs A and B hereof, the provisions as contained in Article VI, Section 1 through and including Section 9, shall become effective on October 1, 1992, and shall remain in effect until and unless changed in accordance with the applicable provisions of the Railway Labor Act as amended.

ARTICLE VII - INTERCHANGE

Foreign line road crew(s) may receive their over the road train(s), or deliver their over the road train(s) to designated points on the Indiana Harbor Belt Railroad provided that such train(s) are solid train(s) moving intact for the purpose of interchange; however, this shall be accomplished by a Separate and Special Agreement by and between the General Chairperson, UTU(y) and the Manager Labor Relations/Personnel.

NOTE 1: The provisions of this Article are not intended to impose restrictions in connection with interchange where restrictions did not exist prior to the effective date of this Agreement.

NOTE 2: In the event the General Chairperson, UTU(y), and the Manager Labor Relations/Personnel are unable to consummate a Separate and Special Agreement, this shall not be construed as bargaining in poor faith on the part of either party.

ARTICLE VIII - FLEXIBLE YARD STARTING TIME

The Carrier may bulletin a regularly assigned yard crew outside of the starting time brackets for the purpose of obtaining or retaining a customer and better responding to the needs of that customer; however, this shall be accomplished by Separate and Special Agreement by and between the General Chairperson, UTU(y) and the Manager Labor Relations/Personnel.

NOTE 1: The provisions of this Article are not intended to impose restrictions in connection with yard starting times where restrictions did not exist prior to the effective date of this Agreement.

NOTE 2: In the event the General Chairperson, UTU(y), and the Manager Labor Relations/Personnel are unable to consummate a Separate and Special Agreement, this shall not be construed as bargaining in poor faith on the part of either party.

#### ARTICLE IX - EQUALIZATION OF OUTER BELT TRANSFER CREWS

The equalization of Belt Transfer Crews between the Gibson, Blue Island, Argo and Norpaul Districts effective July 14, 1971, Paragraphs 1. and 2. (a), (b) and (c) as contained in the General Labor Agreement by and between the Indiana Harbor Belt Railroad Company and the United Transportation Union found on page 55 and page 56 thereof, is hereby abrogated and the following shall apply in substitution thereof:

##### Section 1 -

Effective October 1, 1992, the number of regularly assigned seven day Outer Belt Transfer Assignments are:

Norpaul District	- 3
Blue Island District	- 5
Gibson District	- 3
Argo District	- 2

The number of regularly assigned Outer Belt Transfer Assignments referred to herein are reasonably consistent with the present general level of traffic; however, this number shall be and is subject to any fluctuation of business and shall be adjusted upward or downward equally in each district accordingly, except the Argo District which shall not be considered in these adjustments.

##### Section 2 -

In the event the Carrier operates in excess of one hundred twenty (120) extra Outer Belt Transfer Assignments combined and totaled from all four districts in any one calendar month, the Carrier shall, within three (3) calendar days subsequent to the last day of such calendar month, establish an additional regularly assigned Outer Belt Transfer Assignment at the Norpaul, Blue Island, and Gibson Districts.

#### ARTICLE X - DISCIPLINE RULE AND PROCEDURES

Article XXI as contained in the General Labor Agreement by and between the Indiana Harbor Belt Railroad Company and the United Transportation Union (y) is hereby abrogated and the provisions as contained in Appendix II shall apply in substitution thereof.

NOTE: Appendix II is made a part hereof, to the same extent, as if included herein.

#### ARTICLE XI - TIME LIMITS FOR HANDLING CLAIMS AND/OR GRIEVANCES

Article XV as contained in the General Labor Agreement by and between the Indiana Harbor Belt Railroad Company and the United Transportation Union (y) is hereby abrogated and the provisions as contained in Appendix III shall apply in substitution thereof.

NOTE: Appendix III is made a part hereof, to the same extent, as if included herein.



**ARTICLE III - EFFECT OF THIS AGREEMENT**

**Section 1 -**

This Agreement is made in full and final disposition of all outstanding notices, if any, served upon the Indiana Harbor Belt Railroad Company by the Organization signatory hereto and also all notices served upon the United Transportation Union (y) on or about February 4, 1991 and March 11, 1991, by the Indiana Harbor Belt Railroad Company, for concurrent handling, pursuant to the provisions of the Railway Labor Act as amended.

**Section 2 -**

The parties to this Agreement shall not serve nor progress prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal for the purpose of changing provisions of this Agreement and any proposals in pending notices relating to such subject matters are hereby withdrawn.

No party to this Agreement shall serve or progress, prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal which might properly have been served when the last moratorium ended on July 1, 1988.

**Section 3 -**

New proposals properly served under the Railway Labor Act covering subject matters which do not request compensation may be progressed under the provisions of the Railway Labor Act, as amended.

**Section 4 -**

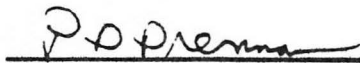
This Article will not bar Management and the Organization from agreeing upon any subject of mutual interest.

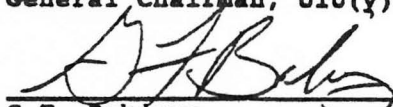
**Section 5 -**

Except as provided for in Article VI, Section 9 herein, this Agreement, APPENDIXES I, II and III, and Side Letters #1 through and including #12 shall become effective October 1, 1992, and shall remain in effect through December 31, 1994 and thereafter, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

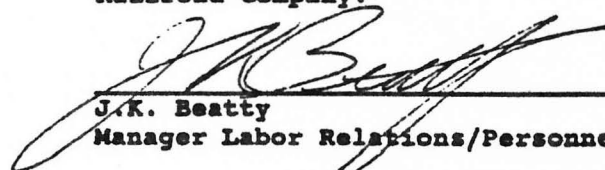
Signed at Hammond, Indiana, this 31st day of August, 1992.

For the Employees Represented by  
the United Transportation Union (y)

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

  
G.F. Babiarz  
Vice General Chairman, UTU(y)

For the Indiana Harbor Belt  
Railroad Company:

  
J.K. Beatty  
Manager Labor Relations/Personnel

APPROVED:

  
C.H. Allen, General Manager



## INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #1

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This refers to the increase in wages provided for in Part I, Article I, Section 2 as contained in this Agreement dated October 1, 1992.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who continued their employment relationship up to the effective date of this Agreement, or who retired or died on or subsequent to January 1, 1992.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

August 28, 1992

Side letter #2

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This refers to the lump sum payments provided for in Part I, Article II of this Agreement dated October 1, 1992.

Sections 1 to 4, inclusive, of Part A of Article II - Cost-of-Living Payments are structured so as to provide lump sum payments that are essentially based on the number of straight time hours credited to an employee during a specified 12-month base period. Section 7 provides that all of these lump sum payments are payable to an employee who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payment. Thus, for example, under Section 1 of Part A of Article II, except for an employee who has retired or died, the Agreement requires that an employee have an employment relationship as of July 1, 1992, in order to receive a lump sum payment which will be based essentially on the number of straight time hours credited to such employee during a period running from April 1, 1991 through March 31, 1992.

The intervals between the close of the measurement periods and the actual payments established in the 1985-86 National Agreements were in part a convenience to the carriers in order that there be adequate time to make the necessary calculations.

In recognition of this, we again confirm the understanding that an individual having an employment relationship with a carrier on the last day of a particular measurement period will not be disqualified from receiving the lump sum (or portion thereof) provided for in the event his employment relationship is terminated following the last day of the measurement period but prior to the payment due date.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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





# INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side Letter #3

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding with respect to the calculations of straight time hours in connection with the lump sum payments provided for in Part I, Article II of this Agreement dated October 1, 1992.

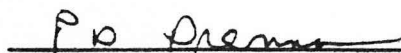
It is understood that the straight time equivalent number of hours paid for at the overtime rate of pay for employees engaged in yard service shall be included in such calculations.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #4

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the October 1, 1992 Agreement, that after the Carrier applies the First General Wage Increase effective July 1, 1991, the Yard Helper rate of pay shall be rounded up to reflect a basic eight (8) hour daily rate of pay for the Helper of one hundred twenty dollars (\$120.00) per day.

Additionally, this will confirm our understanding reached during the negotiations of the October 1, 1992 Agreement, that after the Carrier applies the First General Wage Increase effective July 1, 1991, the Yard Foreman rate of pay shall be rounded up to reflect a basic eight (8) hour daily rate of pay for the Foreman of one hundred twenty-five dollars (\$125.00) per day.

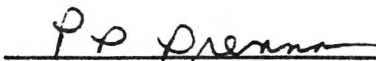
Furthermore, it is hereby understood that subsequent wage increases and Cost-of-Living Adjustments shall apply to the Yard Helper basic daily rate of one hundred twenty dollars (\$120.00) and the Yard Foreman basic daily rate of one hundred twenty-five dollars (\$125.00).

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #5

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the October 1, 1992 Agreement, that after the Carrier applies the First General Wage Increase effective July 1, 1991, the Car Retarder Operator rate of pay shall be rounded up to reflect a basic eight (8) hour daily rate of pay for the Car Retarder Operator of one hundred forty-one dollars (\$141.00) per day.

Furthermore, it is hereby understood that subsequent wage increases and Cost-of-Living Adjustments shall apply to the Car Retarder Operator basic daily rate of one hundred forty-one dollars (\$141.00).

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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



INDIANA HARBOR BELT RAILROAD COMPANY  
2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #6

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

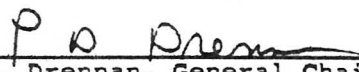
This will confirm our understanding reached during our negotiations of October 1, 1992, that Article V - Rate Progression - New Hires, as contained in the May 1, 1988, Agreement shall not apply to Yardmen who have established seniority prior to October 1, 1992.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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



## INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #7

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of October 1, 1992, that Article VI - Termination of Seniority, as contained in the May 1, 1988 Agreement, shall not apply to Yardmen who have established seniority prior to October 1, 1992.


Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



J.K. Beatty  
Manager Labor Relations/Personnel

I agree:



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



## INDIANA HARBOR BELT RAILROAD COMPANY

2721-161st STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #8

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the October 1, 1992 Agreement, that Yardmen who, during a vacation qualifying year, work part of the time as a Yardmaster, part of the time in Train or Engine Service, and/or part of the time under a vacation agreement covering another class or craft, that if the employee fails to render sufficient compensated service in a qualifying year to qualify for vacation either under the Yardmaster Agreement, the Operating Employees Agreement, or under the agreement applicable to such other craft or class, all such compensated service shall be combined for vacation qualifying purposes, and there shall be applied to him/her the provisions of vacation rules, including rates of pay, applicable to the craft or class in which he rendered the preponderance of his compensated service in the qualifying year.

All compensation earned by the employee in the qualifying year will be included in computing the vacation compensation due in accordance with the applicable agreement provisions under which the vacation is granted.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.E. Beatty  
Manager Labor Relations/Personnel

I agree:

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



## INDIANA HARBOR BELT RAILROAD COMPANY

2721-161st STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #9

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the October 1, 1992 Agreement relative to promoting Yardmen to Yard Foreman, whereby it was mutually agreed that except for valid medical reasons, all Yardmen must accept promotion to Foreman. Furthermore, once promoted to Foreman, the employee, including those already promoted, shall not be permitted to relinquish their standing as a Foreman except for medical reasons. The Carrier shall not demote a Foreman for any reason.

Yardmen who establish seniority subsequent to October 1, 1992, shall be examined for promotion to Foreman between the completion of their first 200 days actual work as a Yardman and their 500th day of actual work as a Yardman, or as soon as possible thereafter.

Such Yardmen shall be provided with a written notice of the Foreman Promotional Examination not less than thirty (30) calendar days prior to the date the examination is scheduled. Such Yardmen shall be paid one (1) day's pay at the Yard Foreman's rate of pay for taking the Foreman Promotional Examination. Furthermore, the Carrier shall make available optional classes designed to assist Yardmen for the examination. Yardmen opting to attend these classes shall do so without pay or any additional expense to the Carrier.

After being notified of a scheduled promotional examination, if a Yardman fails to appear or pass the first examination, he/she shall be allowed thirty (30) days in which to prepare for a second examination. If the Yardman fails to appear or pass the second examination, he/she shall be allowed an additional thirty (30) days to prepare for a third examination. If the Yardman fails to appear or pass the third examination, he/she shall cease to be an employee of the Indiana Harbor Belt Railroad Company.

Yardmen who have established seniority on or before October 1, 1992, and who have been promoted to Foreman under previous promotional procedures, shall not be required to take promotional examinations.

Yardmen who established seniority prior to October 1, 1992, and who have not been promoted to Foreman must request promotion to Foreman by contacting Carrier's Superintendent prior to January 1, 1993. The Superintendent shall arrange for promotional examinations to be conducted for these Yardmen in accordance with the procedure set forth for Yardmen employed subsequent to October 1, 1992. It is understood, however, that despite the best efforts of all concerned, if such a Yardman cannot pass the Foreman Promotional Examination, he/she shall be permitted to continue to work as a Yardman on assignments that do not require Foreman qualification.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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





INDIANA HARBOR BELT RAILROAD COMPANY  
2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #10

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the October 1, 1992 Agreement, that Yardmen shall have the exclusive right to handle all hand-thrown switches that pertain to the movement of their train(s) except switches that are traditionally handled by Switchtender/Operators.

Additionally, it is hereby agreed that Yardmen shall have the exclusive right to perform all other duties either by virtue of applicable Agreements and scope rules and/or past practices that pertain to the movement of their train(s).

Furthermore, Yardmen shall have the exclusive right to perform the duties as Foreman on a train crew.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side Letter #11

Mr. P.D. Drennan  
General Chairman, UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the October 1, 1992 Agreement, that Protected Employees and Limited Rights Protected Employees may request a leave of absence for the purpose of performing duties as a Yardman in a seniority district other than the one in which such employee currently holds seniority. In the event such a leave of absence is granted by the Carrier, such Yardman shall receive the same benefits and allowances, excluding his/her seniority date, as if performing duties as a Yardman on his/her own seniority district.

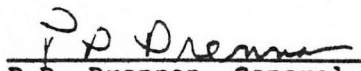
Furthermore, such Yardman or the Carrier may rescind such leave of absence at any time by written notice, and such Yardman shall make himself/herself available on their own seniority district promptly.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. BEATTY  
Manager Labor Relations/Personnel

I agree:

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



INDIANA HARBOR BELT RAILROAD COMPANY  
2721-161ST STREET, HAMMOND, IN 46323-1099

---

August 28, 1992

Side letter #12

Mr. P.D. Drennan  
General Chairman - UTU(y)  
533 South Tower  
1000 E. 80th Place  
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the October 1, 1992 Agreement, that Yardmen entitled to receive one or more of the following payments shall receive one separate check for the following:

1. LUMP SUM PAYMENT (Part One - Article I - Section 1)
2. Retroactive Backpay (Part One - Article I - Section 2 - Note)
3. First Lump Sum COLA Payment (Part One - Article II - Section 1)
4. Signing Bonus (Part Two - Article 25 - Section 1)

However, it is also understood that the Carrier shall provide each and all Yardmen a breakdown attributed to each payment as referred to above as to identify such payments separately.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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

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DISCLAIMER: This Table of Contents is for educational purposes only. Opinions and/ or points of view expressed in this Table of Contents represent the view(s) of its creator and does not necessarily represent the official positions or policies of the Indiana Harbor Belt Railroad Company and/ or The United Transportation Union (y) currently known as SMART Transportation Division. Or any other governing body that may interpret the language within. This Table of Contents is not a part of the original agreement and/ or agreements referenced and is not intended to modify any language as set forth in the provisions of the Railway Labor Act.....Justin Wolters, General Chairperson GCA

Productivity Survey of the Foreman  
(PSSA)

Foreman only Allowance (FOA)

30.00

FOREMAN PAY SCHEDULE EFFECTIVE 7/1/90

APPENDIX I

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$125.000	\$148.438	\$171.875	\$195.313	\$218.750	\$242.188	\$265.625	\$289.063
5	\$126.953	\$150.391	\$173.828	\$197.266	\$220.703	\$244.141	\$267.578	\$291.016
10	\$128.906	\$152.344	\$175.781	\$199.219	\$222.656	\$246.094	\$269.531	\$292.969
15	\$130.859	\$154.297	\$177.734	\$201.172	\$224.609	\$248.047	\$271.484	\$294.922
20	\$132.813	\$156.250	\$179.688	\$203.125	\$226.563	\$250.000	\$273.438	\$296.875
25	\$134.766	\$158.203	\$181.641	\$205.078	\$228.516	\$251.953	\$275.391	\$298.828
30	\$136.719	\$160.156	\$183.594	\$207.031	\$230.469	\$253.906	\$277.344	\$300.781
35	\$138.672	\$162.109	\$185.547	\$208.984	\$232.422	\$255.859	\$279.297	\$302.734
40	\$140.625	\$164.063	\$187.500	\$210.938	\$234.375	\$257.813	\$281.250	\$304.688
45	\$142.578	\$166.016	\$189.453	\$212.891	\$236.328	\$259.766	\$283.203	\$306.641
50	\$144.531	\$167.969	\$191.406	\$214.844	\$238.281	\$261.719	\$285.156	\$308.594
55	\$146.484	\$169.922	\$193.359	\$216.797	\$240.234	\$263.672	\$287.109	\$310.547

FOREMAN PAY SCHEDULE EFFECTIVE 7/1/93

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$128.750	\$152.891	\$177.031	\$201.172	\$225.313	\$249.453	\$273.594	\$297.734
5	\$130.762	\$154.902	\$179.043	\$203.184	\$227.324	\$251.465	\$275.605	\$299.746
10	\$132.773	\$156.914	\$181.055	\$205.195	\$229.336	\$253.477	\$277.617	\$301.758
15	\$134.785	\$158.926	\$183.066	\$207.207	\$231.348	\$255.488	\$279.629	\$303.770
20	\$136.797	\$160.938	\$185.078	\$209.219	\$233.359	\$257.500	\$281.641	\$305.781
25	\$138.809	\$162.949	\$187.090	\$211.230	\$235.371	\$259.512	\$283.652	\$307.793
30	\$140.820	\$164.961	\$189.102	\$213.242	\$237.383	\$261.523	\$285.664	\$309.805
35	\$142.832	\$166.973	\$191.113	\$215.254	\$239.395	\$263.535	\$287.676	\$311.816
40	\$144.844	\$168.984	\$193.125	\$217.266	\$241.406	\$265.547	\$289.688	\$313.828
45	\$146.855	\$170.996	\$195.137	\$219.277	\$243.418	\$267.559	\$291.699	\$315.840
50	\$148.867	\$173.008	\$197.148	\$221.289	\$245.430	\$269.570	\$293.711	\$317.852
55	\$150.879	\$175.020	\$199.160	\$223.301	\$247.441	\$271.582	\$295.723	\$319.863

FOREMAN PAY SCHEDULE EFFECTIVE 7/1/94

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$133.900	\$159.006	\$184.113	\$209.219	\$234.325	\$259.431	\$284.538	\$309.644
5	\$135.992	\$161.098	\$186.205	\$211.311	\$236.417	\$261.523	\$286.630	\$311.736
10	\$138.084	\$163.191	\$188.297	\$213.403	\$238.509	\$263.616	\$288.722	\$313.828
15	\$140.177	\$165.283	\$190.389	\$215.495	\$240.602	\$265.708	\$290.814	\$315.920
20	\$142.269	\$167.375	\$192.481	\$217.588	\$242.694	\$267.800	\$292.906	\$318.013
25	\$144.361	\$169.467	\$194.573	\$219.680	\$244.786	\$269.892	\$294.998	\$320.105
30	\$146.453	\$171.559	\$196.666	\$221.772	\$246.878	\$271.984	\$297.091	\$322.197
35	\$148.545	\$173.652	\$198.758	\$223.864	\$248.970	\$274.077	\$299.183	\$324.289
40	\$150.638	\$175.744	\$200.850	\$225.956	\$251.063	\$276.169	\$301.275	\$326.381
45	\$152.730	\$177.836	\$202.942	\$228.048	\$253.155	\$278.261	\$303.367	\$328.473
50	\$154.822	\$179.928	\$205.034	\$230.141	\$255.247	\$280.353	\$305.459	\$330.566
55	\$156.914	\$182.020	\$207.127	\$232.233	\$257.339	\$282.445	\$307.552	\$332.658

(RTCA)

## HELPER PAY SCHEDULE EFFECTIVE 7/1/91

APPENDIX I

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$120.000	\$142.500	\$165.000	\$187.500	\$210.000	\$232.500	\$255.000	\$277.500
5	\$121.875	\$144.375	\$166.875	\$189.375	\$211.875	\$234.375	\$256.875	\$279.375
10	\$123.750	\$146.250	\$168.750	\$191.250	\$213.750	\$236.250	\$258.750	\$281.250
15	\$125.625	\$148.125	\$170.625	\$193.125	\$215.625	\$238.125	\$260.625	\$283.125
20	\$127.500	\$150.000	\$172.500	\$195.000	\$217.500	\$240.000	\$262.500	\$285.000
25	\$129.375	\$151.875	\$174.375	\$196.875	\$219.375	\$241.875	\$264.375	\$286.875
30	\$131.250	\$153.750	\$176.250	\$198.750	\$221.250	\$243.750	\$266.250	\$288.750
35	\$133.125	\$155.625	\$178.125	\$200.625	\$223.125	\$245.625	\$268.125	\$290.625
40	\$135.000	\$157.500	\$180.000	\$202.500	\$225.000	\$247.500	\$270.000	\$292.500
45	\$136.875	\$159.375	\$181.875	\$204.375	\$226.875	\$249.375	\$271.875	\$294.375
50	\$138.750	\$161.250	\$183.750	\$206.250	\$228.750	\$251.250	\$273.750	\$296.250
55	\$140.625	\$163.125	\$185.625	\$208.125	\$230.625	\$253.125	\$275.625	\$298.125

## HELPER PAY SCHEDULE EFFECTIVE 7/1/93

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$123.600	\$146.775	\$169.950	\$193.125	\$216.300	\$239.475	\$262.650	\$285.825
5	\$125.531	\$148.706	\$171.881	\$195.056	\$218.231	\$241.406	\$264.581	\$287.756
10	\$127.463	\$150.638	\$173.813	\$196.988	\$220.163	\$243.338	\$266.513	\$289.688
15	\$129.394	\$152.569	\$175.744	\$198.919	\$222.094	\$245.269	\$268.444	\$291.619
20	\$131.325	\$154.500	\$177.675	\$200.850	\$224.025	\$247.200	\$270.375	\$293.550
25	\$133.256	\$156.431	\$179.606	\$202.781	\$225.956	\$249.131	\$272.306	\$295.481
30	\$135.188	\$158.363	\$181.538	\$204.713	\$227.888	\$251.063	\$274.238	\$297.413
35	\$137.119	\$160.294	\$183.469	\$206.644	\$229.819	\$252.994	\$276.169	\$299.344
40	\$139.050	\$162.225	\$185.400	\$208.575	\$231.750	\$254.925	\$278.100	\$301.275
45	\$140.981	\$164.156	\$187.331	\$210.506	\$233.681	\$256.856	\$280.031	\$303.206
50	\$142.913	\$166.088	\$189.263	\$212.438	\$235.613	\$258.788	\$281.963	\$305.138
55	\$144.844	\$168.019	\$191.194	\$214.369	\$237.544	\$260.719	\$283.894	\$307.069

## HELPER PAY SCHEDULE EFFECTIVE 7/1/94

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$128.544	\$152.646	\$176.748	\$200.850	\$224.952	\$249.054	\$273.156	\$297.258
5	\$130.553	\$154.655	\$178.757	\$202.859	\$226.961	\$251.063	\$275.165	\$299.267
10	\$132.561	\$156.663	\$180.765	\$204.867	\$228.969	\$253.071	\$277.173	\$301.275
15	\$134.570	\$158.672	\$182.774	\$206.876	\$230.978	\$255.079	\$279.182	\$303.284
20	\$136.578	\$160.680	\$184.782	\$208.884	\$232.986	\$257.088	\$281.190	\$305.292
25	\$138.587	\$162.689	\$186.791	\$210.893	\$234.995	\$259.096	\$283.199	\$307.301
30	\$140.595	\$164.697	\$188.799	\$212.901	\$237.003	\$261.105	\$285.207	\$309.309
35	\$142.604	\$166.706	\$190.808	\$214.909	\$239.012	\$263.114	\$287.216	\$311.318
40	\$144.612	\$168.714	\$192.816	\$216.918	\$241.020	\$265.122	\$289.224	\$313.326
45	\$146.621	\$170.723	\$194.825	\$218.927	\$243.029	\$267.131	\$291.233	\$315.335
50	\$148.629	\$172.731	\$196.833	\$220.935	\$245.037	\$269.139	\$293.241	\$317.343
55	\$150.638	\$174.739	\$198.842	\$222.944	\$247.046	\$271.148	\$295.250	\$319.352



## CRO PAY SCHEDULE EFFECTIVE 7/1/91

APPENDIX I

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$141.000	\$167.438	\$193.875	\$220.313	\$246.750	\$273.188	\$299.625	\$326.063
5	\$143.203	\$169.641	\$196.078	\$222.516	\$248.953	\$275.391	\$301.828	\$328.266
10	\$145.406	\$171.844	\$198.281	\$224.719	\$251.156	\$277.594	\$304.031	\$330.469
15	\$147.609	\$174.047	\$200.484	\$226.922	\$253.359	\$279.797	\$306.234	\$332.672
20	\$149.813	\$176.250	\$202.688	\$229.125	\$255.563	\$282.000	\$308.438	\$334.875
25	\$152.016	\$178.453	\$204.891	\$231.328	\$257.766	\$284.203	\$310.641	\$337.078
30	\$154.219	\$180.656	\$207.094	\$233.531	\$259.969	\$286.406	\$312.844	\$339.281
35	\$156.422	\$182.859	\$209.297	\$235.734	\$262.172	\$288.609	\$315.047	\$341.484
40	\$158.625	\$185.063	\$211.500	\$237.938	\$264.375	\$290.813	\$317.250	\$343.688
45	\$160.828	\$187.266	\$213.703	\$240.141	\$266.578	\$293.016	\$319.453	\$345.891
50	\$163.031	\$189.469	\$215.906	\$242.344	\$268.781	\$295.219	\$321.656	\$348.094
55	\$165.234	\$191.672	\$218.109	\$244.547	\$270.984	\$297.422	\$323.859	\$350.297

## CRO PAY SCHEDULE EFFECTIVE 7/1/93

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$145.230	\$172.461	\$199.691	\$226.922	\$254.153	\$281.383	\$308.614	\$335.844
5	\$147.499	\$174.730	\$201.960	\$229.191	\$256.422	\$283.652	\$310.883	\$338.114
10	\$149.768	\$176.999	\$204.230	\$231.460	\$258.691	\$285.922	\$313.152	\$340.383
15	\$152.038	\$179.268	\$206.499	\$233.730	\$260.960	\$288.191	\$315.421	\$342.652
20	\$154.307	\$181.538	\$208.768	\$235.999	\$263.229	\$290.460	\$317.691	\$344.921
25	\$156.576	\$183.807	\$211.037	\$238.268	\$265.499	\$292.729	\$319.960	\$347.190
30	\$158.845	\$186.076	\$213.307	\$240.537	\$267.768	\$294.998	\$322.229	\$349.460
35	\$161.115	\$188.345	\$215.576	\$242.806	\$270.037	\$297.268	\$324.498	\$351.729
40	\$163.384	\$190.614	\$217.845	\$245.076	\$272.306	\$299.537	\$326.768	\$353.998
45	\$165.653	\$192.884	\$220.114	\$247.345	\$274.575	\$301.806	\$329.037	\$356.267
50	\$167.922	\$195.153	\$222.383	\$249.614	\$276.845	\$304.075	\$331.306	\$358.537
55	\$170.191	\$197.422	\$224.653	\$251.883	\$279.114	\$306.345	\$333.575	\$360.806

## CRO PAY SCHEDULE EFFECTIVE 7/1/94

HOURS	8	9	10	11	12	13	14	15
MIN.								
0	\$151.039	\$179.359	\$207.679	\$235.999	\$264.319	\$292.638	\$320.958	\$349.278
5	\$153.399	\$181.719	\$210.039	\$238.359	\$266.679	\$294.998	\$323.318	\$351.638
10	\$155.759	\$184.079	\$212.399	\$240.719	\$269.039	\$297.358	\$325.678	\$353.998
15	\$158.119	\$186.439	\$214.759	\$243.079	\$271.399	\$299.718	\$328.038	\$356.358
20	\$160.479	\$188.799	\$217.119	\$245.439	\$273.759	\$302.078	\$330.398	\$358.718
25	\$162.839	\$191.159	\$219.479	\$247.799	\$276.119	\$304.438	\$332.758	\$361.078
30	\$165.199	\$193.519	\$221.839	\$250.159	\$278.479	\$306.798	\$335.118	\$363.438
35	\$167.559	\$195.879	\$224.199	\$252.519	\$280.839	\$309.158	\$337.478	\$365.798
40	\$169.919	\$198.239	\$226.559	\$254.879	\$283.199	\$311.518	\$339.838	\$368.158
45	\$172.279	\$200.599	\$228.919	\$257.239	\$285.558	\$313.878	\$342.198	\$370.518
50	\$174.639	\$202.959	\$231.279	\$259.599	\$287.918	\$316.238	\$344.558	\$372.878
55	\$176.999	\$205.319	\$233.639	\$261.959	\$290.278	\$318.598	\$346.918	\$375.238



APPENDIX II  
DISCIPLINE RULE AND PROCEDURES

ARTICLE I

Section A. General Requirements

1. An employee shall not be discharged, suspended or otherwise disciplined without just cause and without a fair and impartial hearing, except that an employee may waive a hearing in accordance with Section B (2) of this Article I.
2. An employee shall not be held from service pending hearing except in serious cases, such as theft, altercation, Rule "G" violation, insubordination, major accidents, serious misconduct and major offenses whereby the employee's retention in service could create a hazard to the public, fellow employees or Company property.
3. Discipline may take the form of:
  - a. Reprimand
  - b. Deferred suspension
  - c. Actual suspension
  - d. Dismissal

NOTE: Unless required to do so by Governmental Law and/or Regulation, the Carrier shall not impose a fine on an employee represented by the United Transportation Union (y).

Section B. Formal Hearing

1. Notice of Hearing

- A. An employee directed to attend a formal hearing to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified in writing by certified mail, return receipt requested, to the last known address within a reasonable period of time but not to exceed ten (10) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), from the time they first have knowledge thereof. The notice shall contain a clear and specific statement of the date, time, place, and nature of the occurrence or incident that is to be the subject of the hearing. The notice shall be sent in duplicate in order that the employee may transmit a copy to the employee's representative, if the employee so desires.

NOTE: This rule does not preclude delivery of the notice at reasonable times by a Carrier Representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable. (Employee's notice of hearing may be confirmed by telephone.)

- B. The notice shall state the date, time, and place the hearing is to be held which shall be not less than five (5) days after the date of notification or more than ten (10) days after the date of notification unless otherwise agreed to.

- C. The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of hearing shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's representative may bring to the attention of the responsible Carrier Official the name or names of other witnesses who may provide material facts.
- D. The notice shall inform each employee so notified of the right to representation and to bring in witnesses.
- E. If an employee who is to receive a notice of hearing will not be permitted to exercise the option under Section B(2) of this Article I, the notice of hearing shall so specify.

## 2. Waiver of Hearing

- A. An employee who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official, either personally, through or with the employee's representative, the act or occurrence and the employee's responsibility, if any.

If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of hearing and shall specify the maximum discipline which may be imposed for the employee's acceptance of responsibility.

Disposition of cases under this paragraph (A) shall not establish precedents in the handling of any other cases.

- B. No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

## 3. Postponements of Hearing

Consistent with the provisions of Section A.1 for a fair and impartial hearing, postponements of the formal hearing may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld. When employees are held from service the Carrier will not be permitted a postponement unless agreed upon by the organizations.

## 4. Conduct of Hearing

- A. The hearing shall be conducted by an officer of the employing Carrier who may be assisted by other officers. If practicable to do so, the hearing shall be held at the home terminal of the employee involved or in cases where more than one employee is involved at the home terminal of the majority of the employees.

NOTE: When another carrier is involved, this will not preclude an officer of that carrier from conducting the hearing or assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer at a time.

- B. The employees shall have the right to be represented at the hearing by an employee or a duly authorized organization representative of the employee's own choosing. The employee and/or the employee's representative shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, and to question all witnesses.
- C. An employee's personal service record will not be included in or referred to in the hearing or in the transcript of the hearing. The employee's personal record may be taken into consideration in assessing the amount of discipline imposed, if any.
- D. If the formal hearing is not held within the time limits specified in Section B.1(B) the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.
- E. The employee and witnesses will be permitted time off if requested in order to have sufficient rest prior to and following the hearing.

#### Section C. Transcript of Hearing

It is recognized that the Carrier is responsible for ensuring that an accurate transcript of the hearing proceedings is made. However, this will not preclude the employee or employee's representative from making a record of the proceedings for their own use.

If, during the hearing, a partial transcript is made prior to conclusion of the hearing, such partial transcript will be made available to the employee and employee's representative upon request. If electronic recording devices are used and recordings are available for review by Carrier officials, they also shall be made available upon request for review by the employee and employee's representative at the appropriate Carrier facility.

In any cases where discipline is assessed, or in cases where discipline is not assessed but nevertheless there is a transcript, a copy of the transcript will be furnished to the employee's representative promptly upon request.

#### Section D. Hearing Decision

1. If the formal hearing results in assessment of discipline, such decision shall be rendered within fifteen (15) calendar days from the date the hearing is concluded, and the employee will be notified in writing of the reason therefor by certified or registered U.S. mail. The notification shall be in duplicate in order that the employee may transmit a copy to his/her representative, if the employee so desires.

NOTE: This rule does not preclude delivery of the decision at reasonable times by a Carrier Representative. Such delivery at the employee's home shall be made only when other means of delivery are not practicable.

2. If the hearing does not result in discipline being assessed, any charges related thereto entered in the employee's personal service record shall be voided.

#### Section E. Compensation for Attending Hearings

1. Witnesses, as referred to in Section B.1.(C), who are directed by the Carrier to attend a hearing, shall be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost, they will be paid for actual time attending the hearing, with a minimum of four (4) hours to be paid for at the rate of pay applicable to the last service performed.
2. When an employee involved in a formal hearing is not assessed discipline, the employee shall be compensated for all time lost. In addition, the employee will be reimbursed for actual, reasonable and necessary expenses incurred for each day of the hearing. Where no time is lost the employee shall be paid for actual time attending the hearing with a minimum of four (4) hours for each day of the hearing, to be paid for at the rate of pay applicable to the last service performed.

#### Section F. Time Limit on Appeals

1. When discipline has been assessed as a result of a formal hearing and the decision as rendered by the Carrier is not acceptable to the employee, any appeal must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same; the Superintendent, within sixty (60) days from the date of notification of the assessment of discipline. Failing to comply with this provision the decision shall be considered final, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other discipline cases.
2. The Superintendent shall, within sixty (60) days from the date the appeal is filed render a decision in writing on the appeal and, if the appeal is denied, the reasons for such denial shall be given. If no decision is rendered within sixty (60) days, the appeal shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other discipline cases.
3. If an appeal disallowed by the Superintendent is to be appealed to the highest officer designated by the Carrier to handle such appeal, such appeal must be made in writing within sixty (60) days of the date of the disallowance by the Superintendent; otherwise the appeal shall be deemed abandoned and barred but this shall not be considered as a precedent or waiver of the contentions of the employees as to other discipline cases.
4. When an appeal is disallowed by the highest officer designated by the Carrier to handle such appeal, such disallowance must be in writing within sixty (60) days of receipt of appeal, otherwise the appeal will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar discipline cases.
5. All appeals involved in a decision of the highest officer shall be barred unless within one year from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the appeal involved. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.
6. With respect to appeals involving an employee dismissed, suspended or held out of service, the original notice of request for reinstatement with pay for time lost shall be sufficient.

7. If at any point in this appeals procedure or in proceeding before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with pay for all time lost and with seniority and other rights unimpaired.
8. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

**Section G. Effect of Time Limits**

The time limits set forth in this Article will govern the discipline procedure to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing. Time limits as outlined herein will not be applicable when an employee requests reinstatement on a leniency basis.

APPENDIX III

TIME LIMITS FOR HANDLING CLAIMS AND/OR GRIEVANCES

ARTICLE I - ALL CLAIMS AND/OR GRIEVANCES ARISING ON OR AFTER OCTOBER 1, 1992,  
SHALL BE HANDLED AS FOLLOWS:

- A. All time claims or grievances must be presented in writing by the employee involved or his authorized representative on behalf of the employee, to the officer of the company authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such time claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the employee or his representative in writing of the reasons for such disallowance. If not so notified, the time claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar time claims or grievances.
- B. If a disallowed time claim or grievance is to be appealed to the Superintendent, such appeal must be made in writing to the Superintendent within sixty (60) days from receipt of notice of disallowance. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar time claims or grievances.
- C. When an appealed time claim or grievance is disallowed by the Superintendent such disallowance must be in writing within sixty (60) days of receipt of appeal otherwise the claim will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- D. If a time claim or grievance disallowed by the Superintendent is to be appealed to the highest officer designated by the Carrier to handle such time claims or grievances, such appeal must be made in writing within sixty (60) days of the date of the disallowance by the Superintendent; otherwise the claim or grievance shall be deemed abandoned and barred but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar time claims or grievances.
- E. When an appealed time claim or grievance is disallowed by the highest officer designated by the Carrier to handle such claims or grievances such disallowance must be in writing within sixty (60) days of receipt of appeal, otherwise the claim will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- F. All time claims or grievances involved in a decision of the highest officer shall be barred unless within one year from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.



- G. This Agreement recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

NOTE: The provisions of this Agreement shall not bar an individual from progressing his own case only. However, if at any stage of handling on the property, the individual desires assistance, such assistance must be rendered only by a duly accredited representative of the organization holding the contract, and further, any case an individual may handle in his own behalf must be handled under the agreements, rules, interpretations, etc., of the parties signatory to this agreement. Any settlements or decisions in connection with disputes or matters arising under the labor agreements between the parties hereto, made with individuals will not be binding upon the organization or the Carrier in any future negotiations, or be considered as an interpretation of agreements in effect.

- H. In connection with the initial filing and handling of time claims, it is agreed that claims may be filed for an available man or an available crew. This is generally understood to be the man or crew who was first out at midnight, that is, at 12:01 AM of the date following date of claim. In the event such claim(s) is filed, it shall be filed by the authorized representative on behalf of the employee(s).

Upon request by the authorized representative UTU(y), such authorized representative UTU(y) and the proper designated Carrier Representative shall meet in conference for the purpose of ascertaining the name(s) of an available man or an available crew for date(s) as identified by the authorized representative UTU(y). This conference shall take place within fifteen (15) consecutive days subsequent to the date of such request. Once the names of such available man or available crew are determined in conference for date(s) as identified by the authorized representative UTU(y), the name(s) of the available man or available crew shall be considered as the proper claimant(s).

It is also understood that claims of this type must carry some identification that the claim is filed for an "available man" or "available crew".

It is also understood that should a claim or claims be filed under the provisions as set forth hereinabove, the available man and/or available crew shall be utilized for the purposes of filing any and all claims for the entire calendar day, therefore; an available man and/or an available crew may appear on more than one claim and in the event that the claim(s) have merit, he/she shall be paid multiple times as evidenced by the actual claims.