

## 1997 CREW CONSIST AGREEMENT TABLE OF CONTENTS

<b>PART TWO .....</b>	<b>1 OF 20</b>
<b>ABROGATION OF OCTOBER 1, 1992- CREW CONSIST AGREEMENT- CREW CONSIST- PART TWO- PAGES 1 THROUGH 25, SIDE LETTERS 1 THROUGH 4 AND APPENDIX I- FORMULA FOR GUARANTEED DAILY RATE OF PAY CHART .....</b>	<b>32 PAGES</b>
<b>ABROGATION OF DECEMBER 7, 1994- CREW CONSIST AGREEMENT-ARTICLE 9, ARTICLE 11 AND ARTICLE 16-MODIFICATIONS OF OCTOBER 1, 1992- CREW CONSIST AGREEMENT .....</b>	<b>7 PAGES</b>
<b>ARTICLE 1- DEFINITIONS .....</b>	<b>1 OF 20</b>
<i>A. Yardman .....</i>	<i>1 of 20</i>
<i>B. Standard Crew .....</i>	<i>1 of 20</i>
<i>C. Reduced Crew .....</i>	<i>1 of 20</i>
<i>D. Foreman Only Crew .....</i>	<i>1 of 20</i>
<i>E. Must-Fill .....</i>	<i>1 of 20</i>
<i>F. Blankable .....</i>	<i>1 of 20</i>
<i>G. Blanked .....</i>	<i>1 of 20</i>
<i>H. Furloughed .....</i>	<i>1 of 20</i>
<b>ARTICLE 2- EMPLOYEE STATUS .....</b>	<b>1 OF 20</b>
<b>SECTION 1- PROTECTED EMPLOYEES .....</b>	<b>1 OF 20</b>
<i>A. Pre August 15, 1985 Seniority Date .....</i>	<i>1 of 20</i>
<i>B. Discipline Cannot Change Status .....</i>	<i>1 of 20</i>
<i>C. Retained Rights .....</i>	<i>2 of 20</i>
<i>D. Furlough Protection .....</i>	<i>2 of 20</i>
<b>SECTION 2- LIMITED RIGHTS PROTECTED EMPLOYEES .....</b>	<b>2 OF 20</b>
<i>A. Pre October 1, 1992 Seniority Date .....</i>	<i>2 of 20</i>
<i>B. Discipline Cannot Change Status .....</i>	<i>2 of 20</i>
<i>C. Shall Not Have Right to Blankable Positions .....</i>	<i>2 of 20</i>
<i>D Furlough Protection .....</i>	<i>2 of 20</i>
<b>SECTION 3- NON-PROTECTED EMPLOYEES .....</b>	<b>1 OF 20</b>
<i>A. Seniority Date Subsequent to October 1, 1992 .....</i>	<i>2 of 20</i>
<i>B. Discipline Shall Not Change Status .....</i>	<i>2 of 20</i>
<i>C. Employee Utilization .....</i>	<i>2 of 20</i>
<i>D. Discretion of Carrier .....</i>	<i>2 of 20</i>
<i>E. No Claim if Ran Around by Protected/ Limited Rights Protected Employee .....</i>	<i>2 of 20</i>
<i>F. Furloughed .....</i>	<i>2 of 20</i>
<b>ARTICLE 3- REDUCED TRAIN CREW ALLOWANCE .....</b>	<b>3 OF 20</b>
<i>A. Allowance .....</i>	<i>3 of 20</i>
<i>B. Flagman or Pilot .....</i>	<i>3 of 20</i>
<i>C. Future GWI and COLAS .....</i>	<i>3 of 20</i>
<i>D. Vacation Allowance .....</i>	<i>3 of 20</i>
<i>E. Productivity Saving Share Allowance .....</i>	<i>3 of 20</i>
<b>ARTICLE 4- FOREMAN ONLY ALLOWANCE .....</b>	<b>3 OF 20</b>
<i>A. 2.5 hours of Straight Time .....</i>	<i>3 of 20</i>
<i>B. Future GWI and COLAS .....</i>	<i>3 of 20</i>
<i>C. Vacation Allowance .....</i>	<i>3 of 20</i>
<i>D. Productivity Saving Share Allowance .....</i>	<i>3 of 20</i>
<b>ARTICLE 5- PRODUCTIVITY SAVING SHARE ALLOWANCE .....</b>	<b>3 OF 20</b>
<i>A. 1.5 Hours of Straight Time .....</i>	<i>3 of 20</i>

<i>B. 1.5 Hours of Straight Time</i> .....	3 of 20
<i>C. 1.5 Hours of Straight Time</i> .....	4 of 20
<i>D. Future GWIS and COLAS</i> .....	4 of 20
<i>E. Vacation Allowance</i> .....	4 of 20
<i>F. Productivity Saving Share Allowance</i> .....	4 of 20

**ARTICLE 6- YARDMEN PROTECTION ..... 4 OF 20**

SECTION 1- FURLOUGH PROTECTION SENIORITY PRIOR TO JUNE 1, 1997 .....	4 OF 20
SECTION 2- CALCULATIONS .....	4 OF 20
SECTION 3- ADDED PROTECTIONS.....	4 OF 20

**ARTICLE 7- GUARANTEED EXTRA BOARD STARTS-PROTECTED/ LIMITED RIGHTS  
PROTECTED ..... 5 OF 20**

SECTION 1- ELEVEN GUARANTEES.....	5 OF 20
SECTION 2- EXTRA BOARD.....	5 OF 20
SECTION 3- STARTS.....	5 OF 20
<i>A. All Arbitraries Calculated</i> .....	5 of 20
<i>B. Separate Seniority Districts</i> .....	5 of 20
<i>C. Crew Dispatcher Notice</i> .....	5 of 20
<i>D. Utilization</i> .....	5 of 20
<i>E. General Chairman Notification</i> .....	5 of 20
SECTION 4- AVAILABLE MIDNIGHT TO MIDNIGHT .....	5 OF 20
SECTION 5- .....	6 OF 20
SECTION 6- STARTS REDUCE GUARANTEES .....	6 OF 20
<i>A. Gibson 5 Day Work Week</i> .....	6 of 20
<i>B. Guarantee Reduction</i> .....	6 of 20
<i>C. Guarantee Reduction</i> .....	6 of 20
<i>D. Guarantee Reduction</i> .....	6 of 20
<i>E. Available 13 of 14</i> .....	6 of 20
<i>F. Guarantee Reduction</i> .....	6 of 20
SECTION 7- APPENDIX III- ATTACHED .....	7 OF 20
SECTION 8- .....	7 OF 20
SECTION 9- .....	7 OF 20
SECTION 10- .....	7 OF 20
SECTION 11- .....	7 OF 20
SECTION 12- .....	7 OF 20
SECTION 13- .....	7 OF 20
SECTION 14- .....	7 OF 20

**ARTICLE 8- EXTRA BOARD STARTS- NON-PROTECTED YARDMEN ..... 8 OF 20**

SECTION 1- .....	8 OF 20
SECTION 2- .....	8 OF 20
SECTION 3- .....	8 OF 20
SECTION 4- .....	8 OF 20
SECTION 5- .....	8 OF 20
SECTION 6- .....	9 OF 20
<i>A.</i> .....	9 of 20
<i>B.</i> .....	9 of 20
<i>C.</i> .....	9 of 20
<i>D.</i> .....	9 of 20
<i>E.</i> .....	9 of 20
<i>F.</i> .....	9 of 20
SECTION 7- .....	9 OF 20
SECTION 8- .....	10 OF 20
SECTION 9- .....	10 OF 20
SECTION 10- .....	10 OF 20

SECTION 11- .....	10 OF 20
SECTION 12- .....	10 OF 20
SECTION 13- .....	10 OF 20
SECTION 14- .....	10 OF 20

**ARTICLE 9- CONSIST OF YARD CREWS..... 10 OF 20**

SECTION 1- .....	10 OF 20
SECTION 2- .....	11 OF 20
A. ....	11 of 20
B. ....	11 of 20
C. ....	11 of 20
D. ....	11 of 20
SECTION 3- .....	11 OF 20
A. ....	11 of 20
B. ....	12 of 20
C. ....	12 of 20
SECTION 4- .....	12 OF 20
SECTION 5- .....	12 OF 20
SECTION 6- .....	12 OF 20
SECTION 7- .....	12 OF 20
A. ....	12 of 20
B. ....	12 of 20

**ARTICLE 10- CREW CONSIST NOTICE ..... 13 OF 20**

SECTION 1- .....	13 OF 20
SECTION 2- .....	13 OF 20
SECTION 3- .....	13 OF 20

**ARTICLE 11- EXHAUSTED EXTRA BOARD(S)..... 13 OF 20**

**ARTICLE 12- FILLING VACANCIES ..... 13 OF 20**

SECTION 1- .....	13 OF 20
SECTION 2- .....	13 OF 20
A. ....	13 of 20
B. ....	14 of 20
C. ....	14 of 20
SECTION 3- .....	14 OF 20
A. ....	14 of 20
B. ....	14 of 20

**ARTICLE 13- HELPER DIVERSION..... 14 OF 20**

SECTION 1- .....	14 OF 20
A. ....	14 of 20
B. ....	14 of 20
C. ....	14 of 20
SECTION 2- .....	14 OF 20
SECTION 3- .....	14 OF 20

**ARTICLE 14- FOREMAN DIVERSION ..... 15 OF 20**

SECTION 1- .....	15 OF 20
A. ....	15 of 20
B. ....	15 of 20
C. ....	15 of 20

**ARTICLE 15- CAR RETARDER OPERATOR DIVERSION..... 15 OF 20**

SECTION 1- .....	15 OF 20
A. ....	15 of 20
B. ....	15 of 20
C. ....	16 of 20
SECTION 2- .....	16 OF 20
SECTION 3- .....	16 OF 20

**ARTICLE 16- FAILS TO REPORT..... 16 OF 20**

SECTION 1- .....	16 OF 20
SECTION 2- .....	16 OF 20
SECTION 3- .....	16 OF 20

**ARTICLE 17- DISCONTINUES DUTY ..... 16 OF 20**

SECTION 1- .....	16 OF 20
SECTION 2- .....	17 OF 20
SECTION 3- .....	17 OF 20
SECTION 4- .....	17 OF 20

**ARTICLE 18- TEMPORARILY DISCONTINUES DUTY..... 17 OF 20**

SECTION 1- .....	17 OF 20
SECTION 2- .....	17 OF 20

**ARTICLE 19- VOLUNTARY RESERVE BOARD(S)..... 18 OF 20**

**ARTICLE 20- NEW BUSINESS..... 18 OF 20**

**ARTICLE 21- YARD CANCELLATIONS ..... 18 OF 20**

**ARTICLE 22- OUTER BELT TRANSFER CANCELLATIONS..... 18 OF 20**

SECTION 1- .....	18 OF 20
SECTION 2- .....	19 OF 20
SECTION 3- .....	19 OF 20

**ARTICLE 23- VOLUNTRAY SEPARATION ALLOWANCE ..... 19 OF 20**

**ARTICLE 24- COMPLEXITIES..... 19 OF 20**

**ARTICLE 25- MORATORIUM ..... 19 OF 20**

**ARTICLE 26- EFFECT OF THIS AGREEMENT..... 19 OF 20**

**SIGNATURES**

P.D. DRENNAN, GENERAL CHAIRMAN, GCA

C.H. ALLEN, GENERAL MANAGER

M.J. FRANCIOSE, VICE CHAIRMAN, LCA

J.A. MARKASE, MANAGER OF LABOR RELATIONS

SIGNED MAY 7, 1997

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

## **CREW CONSIST AGREEMENT**

### **PART TWO**

The Parties to this Agreement recognize the necessity of providing efficient and competitive transportation service to Indiana Harbor Belt Railroad Company customers and that the future success of this Company and its ability to provide employment opportunities and job stability is directly related to the ability of the Indiana Harbor Belt Railroad Company to meet this requirement. The parties also desire to provide greater benefits for Yardmen who now benefit from the existing Crew Consist Agreement.

Therefore, by mutual agreement as provided for in the October 1, 1992 Crew Consist Agreement, Crew Consist PART TWO, Side Letters, and Appendixes as contained in the October 1, 1992 Agreement between IHB and UTU(y) and the modifications to ARTICLE 9, ARTICLE 11, and ARTICLE 16 signed on December 7, 1994, effective January 1, 1995 between IHB and UTU(y) are hereby abrogated in their entirety and the following shall apply in substitution thereof, finalizing Crew Consist except as provided for in ARTICLE 25 as contained herein.

### **IT IS HEREBY AGREED:**

#### **ARTICLE 1 - DEFINITIONS**

- A. The terms "Foreman" and "Yardman" as used in this Agreement serve the purpose of identifying a craft or class and are not intended to denote gender.
- B. A "Standard Crew" is a crew which operates with not less than a Yard Foreman/Foreman and two Yard Helpers.
- C. A "Reduced Crew" is a crew which operates with not less than a Yard Foreman/Foreman and one Yard Helper.
- D. A "Foreman Only Crew" is a crew which operates with not less than a Yard Foreman/Foreman.
- E. The term "Must-Fill" positions are all positions covered by Agreements between the Carrier and the United Transportation Union (y), except second Yard Helper positions in yard service which may be blanked pursuant to this Agreement.
- F. The term "Blankable" position refers to a second Yard Helper position on a Standard Crew which is filled by a Protected Employee and which, under certain specified conditions, may be operated as a "Reduced Crew" in the absence of a second Yard Helper.
- G. The term "Blanked" position refers to a second Yard Helper position on a crew which is not filled and works as a "Reduced Crew".
- H. A "Furloughed" employee (Yardman) is an employee (Yardman) whose seniority does not entitle him/her to hold a position, regular or extra, on his/her respective seniority district.

#### **ARTICLE 2 - EMPLOYEE STATUS**

##### **Section 1 - Protected Employees**

- A. An employee holding a seniority date on one or more of the various yard seniority rosters; i.e. Norpaul, Argo, Blue Island and/or Gibson, on or prior to August 15, 1985, shall be known and designated as a "Protected Employee".
- B. A Protected Employee who is or becomes dismissed or suspended and who is subsequently reinstated with seniority rights unimpaired, shall remain a Protected Employee.

## **ARTICLE 2 - EMPLOYEE STATUS (Continued)**

### **Section 1 - Protected Employees (Continued)**

- C. A Protected Employee shall retain the right to exercise seniority to Must-Fill, Blanked, or Blankable second Yard Helper positions except as otherwise provided for in accordance with the provisions as set forth in this Agreement.
- D. A Protected Employee shall not be furloughed or remain on furlough if a Reduced Crew(s) and/or a Foreman Only Crew(s) is/are operating from that seniority district.

**NOTE:** A Protected Employee shall not be furloughed in accordance with the provisions as set forth in ARTICLE 6 as contained herein.

### **Section 2 - Limited Rights Protected Employees**

- A. An employee holding a seniority date on one or more of the various yard seniority rosters; i.e. Norpaul, Argo, Blue Island and/or Gibson, subsequent to August 15, 1985, but on or prior to October 1, 1992, shall be known and designated as a "Limited Rights Protected Employee".
- B. A Limited Rights Protected Employee who is or becomes dismissed or suspended and who is subsequently reinstated with seniority rights unimpaired shall remain a Limited Rights Protected Employee.
- C. A Limited Rights Protected Employee shall not have the right to exercise his/her seniority to, or otherwise be used on Blanked or Blankable second Yard Helper positions.
- D. Limited Rights Protected Employee(s) shall not be furloughed or remain on furlough if a Foreman Only Crew(s), excluding Outer Belt Transfer Assignments, is/are operating from that seniority district, except as provided for in this Agreement.

**NOTE:** A Limited Rights Protected Employee shall not be furloughed in accordance with the provisions as set forth in ARTICLE 6 as contained herein.

### **Section 3 - Non-Protected Employees**

- A. An employee holding a seniority date on a yard seniority roster, i.e. Norpaul, Argo, Blue Island, or Gibson, subsequent to October 1, 1992, shall be known and designated as a "Non-Protected Employee".
- B. A Non-Protected Employee who is or becomes dismissed or suspended and who is subsequently reinstated with seniority rights unimpaired shall remain a Non-Protected Employee.
- C. A Non-Protected Employee shall be utilized to fill Yardmen positions in accordance with the provisions as set forth in this Agreement.
- D. A Non-Protected Employee shall be utilized to fill Yardmen positions solely at the discretion of the Carrier.
- E. Non-Protected Employee(s) on the various extra boards shall be used in accordance with the provisions as set forth in this Agreement and shall have no claim if runaround by Protected Employees and/or Limited Rights Protected Employees filling vacancies.
- F. A Non-Protected Employee shall not be furloughed in accordance with the provisions as set forth in ARTICLE 6 as contained herein.

### **ARTICLE 3 - REDUCED TRAIN CREW ALLOWANCE**

- A. For each completed tour of duty that a Protected Employee and/or Limited Rights Protected Employee performs service as a member of a yard crew, including Outer Belt Transfer assignments, consisting of a Yard Foreman/Foreman and one Yard Helper (Reduced crew), such Yardmen, in addition to their regular earnings on that assignment, shall receive the Reduced Train Crew Allowance (RTCA) of one (1) hour (60 minutes of straight time pay) at the applicable Foreman/Helper straight time rate of pay.
- B. For each completed tour of duty that a Yardman performs service as a Flagman or Pilot, such Flagman or Pilot shall, in addition to the Foreman's regular earnings on that assignment receive the Reduced Train Crew Allowance of one (1) hour (60 minutes of straight time pay) at the Foreman's straight time rate of pay.
- C. The Reduced Train Crew allowance (RTCA) shall be subject to future general wage increases and cost-of-living increases.
- D. The Reduced Train Crew Allowance (RTCA) shall be included in computing vacation allowance.
- E. The Reduced Crew Train Allowance (RTCA) shall be in addition to the Productivity Saving Share Allowance (PSSA) as provided for in ARTICLE 5 as contained herein.

### **ARTICLE 4 - FOREMAN ONLY ALLOWANCE**

- A. For each completed tour of duty that a Protected Employee and/or Limited Rights Protected Employee performs service as a member of a yard crew, including Outer Belt Transfer Assignments, consisting of a Yard Foreman/Foreman Only Crew, such Yardman, in addition to his/her regular earnings on that assignment, shall receive the Foreman Only Allowance (FOA) of 2.5 hours (150 minutes of straight time pay) at the Foreman's straight time rate of pay.
- B. The Foreman Only Allowance (FOA) shall be subject to future wage increases and cost-of-living increases.
- C. The Foreman Only Allowance (FOA) shall be included in computing vacation allowance.
- D. The Foreman Only Allowance (FOA) shall be in addition to the Productivity Savings Share allowance (PSSA) as provided for in ARTICLE 5 as contained herein.

### **ARTICLE 5 - PRODUCTIVITY SAVING SHARE ALLOWANCE**

- A. For each completed tour of duty that a Protected Employee and/or Limited Rights Protected Employee performs service as a member of a yard crew, including Outer Belt Transfer Assignments, consisting of a Yard Foreman/Foreman and one Yard Helper (Reduced Crew), such Yardmen, in addition to their regular earnings on that assignment, shall receive the Productivity Saving Share Allowance (PSSA) of 1.5 hours (90 minutes of straight time pay) at the applicable Foreman/Helper straight time rate of pay.
- B. For each completed tour of duty that a Protected Employee and/or Limited Rights Protected Employee performs service as a member of a yard crew, including Outer Belt Assignments, consisting of a Yard Foreman/Foreman Only Crew, such Yardman, in addition to such Yardman's regular earnings on that assignment, shall receive the Productivity Saving Share Allowance (PSSA) of 1.5 hours (90 minutes of straight time pay) at the Foreman's straight time rate of pay.

## **ARTICLE 5 - PRODUCTIVITY SAVING SHARE ALLOWANCE (Continued)**

- C. For each completed tour of duty that a Protected Employee and/or Limited Rights Employee performs service on a single position assignment(s), such as but not limited to a Car Retarder Operator, Flagman and Pilot, such Yardman, in addition to such Yardman's regular earnings on that assignment, shall receive the Productivity Saving Share Allowance (PSSA) of 1.5 hours (ninety minutes of straight time pay) at the applicable Car Retarder Operator's/ Foreman's straight time rate of pay.
- D. The Productivity Saving Share Allowance (PSSA) shall be subject to future general wage increases and cost-of-living increases.
- E. The Productivity Saving Share Allowance (PSSA) shall be included in computing vacation allowance.
- F. The Productivity Saving Share allowance (PSSA) shall be in addition to the RTCA as provided for in ARTICLE 3 and the FOA as provided for in ARTICLE 4 as contained herein.

**NOTE:** A Car Retarder Operator shall not receive the RTCA or the FOA.

## **ARTICLE 6 - YARDMEN PROTECTION**

### **Section 1**

A Yardman with an employment date with Indiana Harbor Belt Railroad Company prior to June 1, 1997 as a Yardman, shall not be furloughed from active service as a Yardman, subject to the provisions of PART TWO, ARTICLE 6, 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 shall be regular and/or extra and shall not be furloughed from active service as a Yardman for a period of time equal to that Yardman's total length of service calculated from his/her initial employment month with this Carrier as a Yardman, through and including May 31, 1997, subject to the provisions as set forth herein.

**NOTE 1:** A seniority list of Yardmen identifying his/her total months he/she has accumulated since his initial employment month with this Carrier as a Yardman, through and including May 31, 1997, for the purpose of applying PART TWO, ARTICLE 6 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 2:** Example 1 through and including Example 16 are to further illustrate the application of ARTICLE 6 as contained herein. These Examples are contained in "APPENDIX II" as attached hereto, and shall be incorporated into and made a part of this Agreement to the same extent as if included herein.

### **Section 3**

The protection as afforded in PART TWO, ARTICLE 6 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.

## **ARTICLE 7 - GUARANTEED EXTRA BOARD STARTS - PROTECTED/LIMITED RIGHTS PROTECTED**

### **Section 1**

An IHB Yardman with an employment date with Indiana Harbor Belt Railroad Company on or prior to October 1, 1992, 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 eleven (11) tours of duty (starts) per pay period, subject to the provisions of PART TWO, ARTICLE 7 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 eleven (11) tours of duty (starts) per pay period for a period of time until such Yardman has been attrited for reasons such as but not limited to death, retirement, or resignation.

### **Section 3**

A "Guaranteed Extra Board Start" shall be paid at the "Guaranteed Daily Rate of Pay" for Yardmen on the extra board and a Guaranteed Daily Rate of Pay shall be computed for each entire pay period. The Guaranteed Daily Rate of Pay shall be the sum of all compensation earned from all tours of duties credited to all Yardmen with an employment date with IHB as a Yardman on or prior to October 1, 1992, working off the extra board in the entire previous pay period, divided by the total number of tours of duty (starts) made by all Yardmen with an employment date with IHB as a Yardman on or prior to October 1, 1992, working off the extra board in that same entire pay period.

**NOTE:** A day of compensation due at the Guaranteed Daily Rate of Pay in connection with ARTICLE 7 herein shall be referred to as a Guaranteed Extra Board Start.

- A. The Reduced Crew Train Allowance (RTCA), Foreman Only Allowance (FOA), Productivity Savings Share Allowance (PSSA), and all Arbitraries shall be included as compensation for the purpose of computing the Guaranteed Daily Rate of Pay.
- B. The Guaranteed Daily Rate of Pay shall be computed separately for each seniority district.
- C. The Carrier shall make available to Yardmen through the Crew Dispatcher's Office, the amount of the Guaranteed Daily Rate of Pay two (2) days prior to each scheduled pay day.
- D. In the event Yardmen do not perform any tours of duty during an entire pay period, the Guaranteed Daily Rate of Pay shall be utilized from the previous pay period and applied accordingly.
- E. The Carrier shall furnish the General Chairperson, UTU(y), in writing, the amount of the Guaranteed Daily Rate of Pay for each seniority district, as well as the data used to compute these rates.

### **Section 4**

In the event a Yardman places himself/herself on the extra board and does not make a minimum of eleven (11) tours of duty (starts) in that pay period, such Yardman shall be compensated one (1) day's pay at the Guaranteed 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 the Carrier.

**ARTICLE 7 - GUARANTEED EXTRA BOARD STARTS - PROTECTED/LIMITED RIGHTS PROTECTED  
(Continued)**

**Section 5**

Each tour of duty credited to a Yardman during a pay period shall reduce that Yardman's eleven (11) Guaranteed Extra Board Starts by one (1) for that pay period.

**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 eleven (11) Guaranteed Extra Board Starts shall be reduced by one (1) for that pay period except as provided for in ARTICLE 7, 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 Guaranteed 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 Guaranteed Extra Board Starts reduced by only one (1) for that pay period.
- C. In the event a Yardman removes himself/herself 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 Guaranteed Extra Board Starts reduced by one (1) for that pay period.
- D. In the event a Yardman removes himself/herself 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/herself regular and midnight, such Yardman shall not have his/her Guaranteed 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 Guaranteed 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 Guaranteed 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 Guaranteed 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 Guaranteed Extra Board Starts.

**ARTICLE 7 - GUARANTEED EXTRA BOARD STARTS - PROTECTED/LIMITED RIGHTS PROTECTED**  
**(Continued)**

**Section 7**

Attached hereto is a chart identified as "APPENDIX III", illustrating the mechanics of the eleven (11) Guaranteed Extra Board Starts in connection with ARTICLE 7 herein. APPENDIX III as attached hereto shall be incorporated into and made a part of this Agreement to the same extent as if included herein.

**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 7 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 Guaranteed 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 Guaranteed 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 Guaranteed Extra Board Start that a Yardman is compensated for shall count as one (1) calendar day in determining such 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 Guaranteed Extra Board Start(s) and such compensation shall be made not later than the pay day following the pay period in which the Guaranteed Extra Board Start(s) is credited.

## **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.

## **ARTICLE 9 - CONSIST OF YARD CREWS**

### **Section 1**

The consist of yard crews, including Outer Belt Transfer Assignments, except as otherwise provided for in this Agreement, shall not be less than a Yard Foreman/Foreman and two Yard Helpers.

## **ARTICLE 9 - CONSIST OF YARD CREWS (Continued)**

### **Section 2**

- A. In the event a shortage of Protected Employees occurs on a seniority district, the Carrier may establish sufficient regularly assigned Reduced Crews in that seniority district in order to better utilize Protected Employees and meet the requirements of the service.

**NOTE:** The Carrier shall have the prerogative of selecting yard crews, including Outer Belt Transfer Assignments, for the purpose of establishing regularly assigned Reduced Crews pursuant to the provisions as set forth in Section 2 A. herein.

- B. In the event all yard crews, including Outer Belt Transfer Assignments on a seniority district are operating as Reduced Crews, the Carrier may then establish regularly assigned Foreman Only Crews in that seniority district in order to better utilize Protected Employees and meet the requirements of the service.

**NOTE 1:** The Carrier shall have the prerogative of selecting yard crews, including Outer Belt Transfer Assignments, for the purpose of establishing regularly assigned Foreman Only crews pursuant to the provisions as set forth in Section 2 B. herein.

**NOTE 2:** All Hump Assignments at any yard shall operate with not less than one (1) Yard Foreman/Foreman and one (1) Yard Helper.

- C. In the event Foreman Only Crews are being operated on a seniority district and a surplus of Protected Employees and/or Limited Rights Protected Employees develops, the Carrier shall establish a sufficient number of regularly assigned Reduced Crews in that seniority district in order to ensure that all Protected Employees and/or Limited Rights Protected Employees remain in active service in that seniority district.

**NOTE:** The Carrier shall have the prerogative of selecting yard crews, including Outer Belt Transfer Assignments, for the purpose of establishing regularly assigned Reduced Crews pursuant to the provisions as set forth in Section 2 C. herein.

- D. In the event regular yard crews, including Outer Belt Transfer Assignments, are operating as Reduced Crews on a seniority district and a surplus of Protected Employees develops, the Carrier shall establish a sufficient number of regularly assigned Standard Crews in that district in order to ensure that all Protected Employees remain in active service in that seniority district.

**NOTE 1:** The Carrier shall advertise Voluntary Reserve Board Positions in accordance with the provisions contained in ARTICLE 19 prior to implementing the provisions of ARTICLE 9, Section 2 D. as contained herein.

**NOTE 2:** In the event an insufficient number of Yardmen apply for Voluntary Reserve Board Positions, the Carrier shall have the prerogative of selecting yard crews, including Outer Belt Transfer Assignments, for the purpose of establishing regularly assigned Standard Crews pursuant to the provisions as set forth in Section 2 D. herein.

### **Section 3**

- A. In the event extra yard crews, including extra Outer Belt Transfer Assignments, are called from an extra board at any of the various seniority districts and there are Protected Employees furloughed on that seniority district, the Carrier shall call extra yard crews, including extra Outer Belt Transfer Assignments as Standard Crews.

## **ARTICLE 9 - CONSIST OF YARD CREWS (Continued)**

- B.** In the event extra yard crews, excluding extra Outer Belt Transfer Assignments, are called from an extra board at any one of the various seniority districts and there are Limited Rights Protected Employees furloughed at that seniority district, the Carrier shall call extra yard crews, excluding extra Outer Belt Transfer Assignments as Reduced Crews.
- C.** In the event extra yard crews, including extra Outer Belt Transfer Assignments, are called from a extra board at any of the various seniority districts and there are no Protected Employees or Limited Rights Protected Employees furloughed at that seniority district, the crew consist of such extra yard crews, including extra Outer Belt Transfer Assignments shall be at the discretion of the Carrier except as provided for in NOTE 1, NOTE 2, and NOTE 3 as contained in ARTICLE 9, Section 3 herein.

**NOTE 1:** The Carrier shall not call extra yard crews, including extra Outer Belt Transfer Assignments from the extra board as Standard Crews unless there are Standard Crews operating as regularly assigned yard crews, including regularly assigned Outer Belt Transfer Assignments on that seniority district.

**NOTE 2:** The Carrier shall advertise Voluntary Reserve Board Positions in accordance with the provisions contained in ARTICLE 19 prior to calling extra yard crews, including extra Outer Belt Transfer Assignments from the extra board as Standard Crews.

**NOTE 3:** In the event an insufficient number of Yardmen apply for Voluntary Reserve Board Positions to enable the Carrier to continue to operate Reduced Crews and/or Foreman Only Assignments, the Carrier shall have the prerogative of selecting extra yard crews, including extra Outer Belt Transfer Assignments, for the purpose of operating such extra crews as Standard Crews pursuant to the provisions as set forth in Section 3 C. herein.

### **Section 4**

Yardmen shall not be required to operate with less than the required crew consist specified in this Agreement, nor shall they be censured or disciplined in any manner for refusal to do so.

### **Section 5**

No Carrier Official, Officer, or Supervisor, Yardmaster, Engineer, Roving Switchtender or Non-Craft Employee shall be used to supplement, supplant or substitute in the work of any train or yard crew working under UTU(y) Agreements.

### **Section 6**

The Carrier shall maintain through recall of furloughed Yardmen, recall of Yardmen on Voluntary Reserve Board Positions, and/or hiring of new employees, a sufficient number of regular and extra Yardmen to permit reasonable lay-off privileges and to protect vacancies, vacations, extra assignments and other extended vacancies.

### **Section 7**

- A.** Yardmen vacancies (both regular and extra) in each seniority district shall be filled in accordance with the rules and/or practices in effect prior to this Agreement as such applies to each seniority district, except as otherwise provided for in this Agreement.
- B.** Extra Boards in each seniority district shall be regulated in accordance with the respective individual schedule agreements for that district, except as otherwise provided for in this Agreement.

## **ARTICLE 10 - CREW CONSIST NOTICE**

### **Section 1**

The Carrier shall post notices at all seniority districts at all of the on/off duty points and this notice shall be identified as "Crew Consist Notice". This Crew Consist Notice shall identify and advertise the crew consist of all regularly assigned yard assignments, including Outer Belt Transfer Assignments, in that seniority district. This notice shall be in effect for each entire pay period commencing on the first day of such pay period, through and including the last day of such pay period. The Crew Consist i.e. Standard Crew, Reduced Crew, or Foreman Only Crew, shall not be altered for any reason and filled accordingly except as provided for in ARTICLE 11 as contained herein.

**NOTE:** The Carrier shall also furnish the information as contained in the "Crew Consist Notice" to Yardmen on a daily basis, (twenty-four (24) hours per calendar day) through the Crew Dispatcher's Office.

### **Section 2**

The Carrier shall post a current Crew Consist Notice semi-monthly that shall be posted one (1) calendar day prior to the first day of each pay period.

### **Section 3**

The Carrier shall provide a copy of the Crew Consist Notices to the General Chairperson, UTU(y), and the appropriate Crew Consist Notice to the respective Local Chairpersons, UTU(y), on a semi-monthly basis.

## **ARTICLE 11 - EXHAUSTED EXTRA BOARD(S)**

In the event there is no rested Yardman available on the extra board at a specific seniority district to fill a vacancy at that specific seniority district, the Carrier may blank the Yard Helper position(s) on such assignment(s).

## **ARTICLE 12 - FILLING VACANCIES**

In the event the extra board is exhausted on a specific seniority district, the following procedure may be utilized to fill Yardman/Yardmen vacancies on that specific seniority district. This procedure shall be adhered to in the following sequence:

1. In the event there is no Yardman available on the extra board in a specific seniority district, the vacancy shall be filled from the "Available Board" at that specific district. Such Yardman working from the "Available Board" shall be paid the applicable overtime rate of pay.
2. In the event there is no Yardman on the "Available Board" on that specific seniority district, the Carrier shall attempt to fill the Yardman vacancy from any of the various extra boards on a voluntary basis utilizing a Yardman who was employed by IHB on or prior to October 1, 1992. Such Yardman working from any of the various extra boards on a voluntary basis shall be paid at the applicable overtime rate of pay.
  - A. Such Yardman shall be called in position order and be afforded the opportunity to fill such vacancy accordingly.

**NOTE:** A Yardman on the extra board desirous of filling a vacancy on a seniority district other than his/her own, shall notify the Crew Dispatcher of his/her intent. Such Yardman shall have his/her crew tag marked accordingly. A Yardman who has not notified the Crew Dispatcher of such intent, shall not be called.

## ARTICLE 12 - FILLING VACANCIES (Continued)

- B. All compensation due to a Yardman that is earned due to such Yardman filling a vacancy on other than his/her own seniority district shall be credited to the seniority district where such Yardman earned such compensation for the purposes of computing the Guaranteed Daily Rate of Pay at that seniority district.
- C. In the event a Yardman declines to fill a vacancy on other than his/her own seniority district, he/she shall not lose his/her position on the extra board, nor be penalized in any manner for refusing to do so.

**NOTE:** It is understood that this practice is not intended to adversely affect the Guaranteed Extra Board Start(s) for a Yardman.

- 3. In the event there is no volunteer from any of the various extra boards, the Carrier may fill a vacancy from any of the various extra boards utilizing a Non-Protected Employee(s).
  - A. Such Non-Protected Employees shall be called to fill such vacancies in position order (rotary order) from any of the various extra boards.
  - B. In the event a Non-Protected Employee is called, he/she shall be required to fill such vacancy and his/her Extra Board Start(s) shall be reduced by one, if applicable.

## ARTICLE 13 - HELPER DIVERSION

### Section 1

In the event there is/are not a Yardman/Yardmen on a yard assignment, including an Outer Belt Transfer Assignment, on a seniority district and in the event there is/are no rested Yardman/Yardmen on the extra board from that same seniority district, the Carrier may divert a Yardman/Yardmen from that same district, utilizing the following procedure to fill such vacancy. Such Yardman/Yardmen shall be paid the applicable overtime rate of pay for the assignment that such Yardman/Yardmen is/are diverted to.

- A. The Carrier shall select, at their discretion, a qualified Yardman on a shift and divert such Yardman accordingly. Such Yardman shall be required to accept diversion.
- B. The Carrier may divert a Yardman from any one assignment to another assignment; however, the Carrier shall only divert such Yardman from one assignment to another assignment within the starting time bracket on the same shift that such qualified Yardman is scheduled to perform service.
- C. Such Yardman shall be contacted by telephone not less than two (2) hours prior to the starting time of the assignment that such Yardman is diverted to or not less than two (2) hours prior to the starting time of such Yardman's regular assignment, whichever assignment is earlier.

### Section 2

In the event a Yardman vacancy develops on an assignment after such assignment has commenced duty, the Carrier may divert a Yardman on that shift utilizing the provisions as set forth in ARTICLE 13, Section 1, if practicable.

### Section 3

Yardmen so diverted shall be automatically placed on their regular assignment by the Carrier for the following day.

## **ARTICLE 14 - FOREMAN DIVERSION**

### **Section 1**

In the event there is not a qualified Yard Foreman/Foreman on a yard assignment, including an Outer Belt Transfer Assignment, on a seniority district and in the event there is no rested qualified Yard Foreman/Foreman on the extra board from that same seniority district, the Carrier may divert a qualified Yard Foreman/Foreman from that same seniority district, utilizing the following procedure to fill such vacancy. The diverted Yard Foreman/Foreman shall be paid the applicable Foreman overtime rate of pay for the assignment that such Yard Foreman/Foreman is diverted to.

- A. The Carrier shall select, at their discretion, a qualified Yard Foreman/Foreman on a shift and divert such Yardman accordingly. Such Yardman shall be required to accept diversion.
- B. The Carrier may divert a qualified Yard Foreman/Foreman from any one assignment to another assignment; however, the Carrier shall only divert a qualified Yard Foreman/Foreman from one assignment to another assignment within the starting time bracket on the same shift that such qualified Yard Foreman/Foreman is scheduled to perform service.
- C. Such Yardman shall be contacted by telephone not less than two (2) hours prior to the starting time of the assignment that such Yardman is diverted to or not less than two (2) hours prior to the starting time of such Yardman's regular assignment, whichever assignment is earlier.

### **Section 2**

In the event a Yard Foreman/Foreman vacancy develops on an assignment after such assignment has commenced duty, the Carrier may divert a qualified Yard Foreman/Foreman from that shift utilizing the provisions as set forth in ARTICLE 14, Section 1, if practicable.

### **Section 3**

A qualified Yard Foreman/Foreman so diverted shall be automatically placed on such Yardman's regular assignment by the Carrier for the following day.

## **ARTICLE 15 - CAR RETARDER OPERATOR DIVERSION**

### **Section 1**

In the event there is no qualified Car Retarder Operator for a shift on a seniority district, and in the event there is no rested qualified Car Retarder Operator on the extra board from that same seniority district, the Carrier may divert a qualified car Retarder Operator from a yard assignment, including an Outer Belt Transfer Assignment, utilizing the following procedure to fill such Car Retarder Operator vacancy. The diverted Car Retarder Operator shall be paid the applicable Car Retarder Operator's overtime rate of pay for the assignment that such Car Retarder Operator is diverted to.

- A. The Carrier shall select, at their discretion, a qualified Car Retarder Operator on a shift and divert such Car Retarder Operator accordingly. Such Car Retarder Operator shall be required to accept diversion.
- B. The Carrier may divert a qualified Car Retarder Operator that is scheduled to perform duties as a Yardman from a yard assignment to be utilized as a Car Retarder Operator; however, the Carrier shall only divert a qualified Car Retarder Operator from a yard assignment to be utilized as a Car Retarder Operator within the starting time bracket on the same shift that such qualified Car Retarder Operator is scheduled to perform service as a Yardman.

## **ARTICLE 15 - CAR RETARDER OPERATOR DIVERSION (Continued)**

- C. Such Car Retarder Operator shall be contacted by telephone not less than two (2) hours prior to the starting time of the assignment that such Yardman is diverted to or not less than two (2) hours prior to the starting time of such Yardman's regular assignment, whichever assignment is earlier.

### **Section 2**

In the event a Car Retarder Operator vacancy develops on a shift after such shift has commenced duty, the Carrier may divert a qualified Car Retarder Operator on that shift utilizing the provisions as set forth in ARTICLE 15, Section 1, if practicable.

### **Section 3**

A qualified Car Retarder Operator so diverted shall be automatically placed on his/her regular assignment by the Carrier for the following day.

## **ARTICLE 16 - FAILS TO REPORT**

### **Section 1**

In the event a regularly assigned member of a Standard Crew or an extra employee properly called fails to report for duty at the assigned reporting time, the remaining crew members shall be required to work as a Reduced Crew. Such Yard Foreman/Foreman and Yard Helper shall be paid the Reduced Train Crew Allowance (RTCA) and the Productivity Savings Share Allowance (PSSA).

### **Section 2**

In the event a regularly assigned member of a Reduced Crew or an extra employee properly called fails to report for duty at the assigned reporting time, the remaining crew member, if qualified, may be required to work as a Foreman Only Crew. Such Yard Foreman/Foreman shall be paid the Foreman Only Allowance (FOA) and the Productivity Savings Share Allowance (PSSA).

### **Section 3**

In the event a regularly assigned member of a Reduced Crew or an extra employee properly called fails to report for duty at the assigned reporting time and the Carrier elects to call another Yardman, the Carrier shall have the option of starting the crew member, if qualified, to work as a Foreman Only Crew and such Yard Foreman/Foreman shall be paid the Foreman Only Allowance (FOA) and the Productivity Savings Share Allowance (PSSA), and the Yard Helper called out shall be paid the Reduced Train Crew Allowance (RTCA) and the Productivity Savings Share Allowance (PSSA).

## **ARTICLE 17 - DISCONTINUES DUTY**

### **Section 1**

In the event a member of a Standard Crew discontinues duty before completion of the crew's tour of duty, the Carrier may elect to tie the crew up or have the remaining crew members work as a Reduced Crew. In the event the Carrier requires the remaining crew members to work as a Reduced Crew, such Yard Foreman/Foreman and Yard Helper shall be paid the Reduced Train Crew Allowance (RTCA) and the Productivity Savings Share Allowance (PSSA).

## **ARTICLE 17 - DISCONTINUES DUTY (Continued)**

### **Section 2**

In the event a member of a Reduced Crew discontinues duty before completion of the crew's tour of duty, the Carrier may elect to tie the crew up or have the remaining crew member, if qualified, continue to work as a Foreman Only Crew. Such Yard Foreman/Foreman shall be paid the Foreman Only Allowance (FOA) and the Productivity Savings Share Allowance (PSSA).

### **Section 3**

In the event a member of a Reduced Crew discontinues duty before completion of the crew's tour of duty and the Carrier elects to call another Yardman, the Carrier shall have the option of continuing to work the remaining crew member, if qualified, as a Foreman Only Crew and such Yard Foreman/Foreman shall be paid the Foreman Only Allowance (FOA) and the Productivity Savings Share Allowance (PSSA). The Yard Helper called out shall be paid the Reduced Train Crew Allowance (RTCA) and the Productivity Savings Share Allowance (PSSA).

### **Section 4**

In the event a member of a Reduced Crew discontinues duty before completion of the crew's tour of duty and that employee has worked less than eight (8) hours, the employee shall not be paid the Reduced Train Crew Allowance (RTCA) or the Productivity Savings Share Allowance (PSSA). In the event such employee works eight (8) or more hours prior to discontinuing duty, the employee shall be paid the Reduced Train Crew Allowance (RTCA) and the Productivity Share Allowance (PSSA).

## **ARTICLE 18 - TEMPORARILY DISCONTINUES DUTY**

### **Section 1**

In the event a member of a Standard Crew discontinues duty temporarily for reasons such as but not limited to random drug testing, reasonable cause drug testing, personal injury, etc., and the remaining crew members are required to work as a Reduced Crew, the remaining crew members who work as a Reduced Crew for less than two (2) hours shall be paid the Reduced Train Crew Allowance (RTCA). In the event the Carrier requires the remaining crew members to work as a Reduced Crew for two (2) hours or more, such Yard Foreman/Foreman and Yard Helper shall be paid the Reduced Train Crew Allowance (RTCA) and the Productivity Savings Share Allowance (PSSA).

### **Section 2**

In the event a member of a Reduced Crew discontinues duty temporarily for reasons such as but not limited to random drug testing, reasonable cause drug testing, personal injury, etc., and the remaining crew member, if qualified, is required to work as a Foreman Only Crew, such Yard Foreman/Foreman shall be paid the Foreman Only Allowance (FOA) and the Productivity Savings Share Allowance (PSSA).

## **ARTICLE 19 - VOLUNTARY RESERVE BOARDS**

The provisions of the VOLUNTARY RESERVE BOARDS are contained in "APPENDIX V" as attached hereto and shall be incorporated into and made a part of this Agreement to the same extent as if included herein.

## **ARTICLE 20 - NEW BUSINESS**

Except as otherwise provided for in this Agreement, new business or new service may be operated as a Reduced Crew or a Foreman Only Crew; however, this shall be accomplished by Special and Separate Agreement between the General Chairperson, UTU(y) and the Director of Labor Relations.

**NOTE 1:** Outer Belt Transfer Assignment(s) established in accordance with the provisions as set forth herein, shall not be subject to the provisions of the "Equal Distribution of Work Agreement" as contained in the Agreement dated October 1, 1992, Part One, Article IX.

**NOTE 2:** In the event the General Chairperson, UTU(y) and the Director of Labor Relations 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 21 - YARD CANCELLATIONS**

In the event a regularly assigned yard assignment, excluding Outer Belt Transfer Assignments, at Norpaul, Argo, Blue Island and/or Gibson is canceled on any given shift and the Carrier operates an extra yard assignment on that same shift, the regularly assigned Yardman/Yardmen on such cancellation shall be paid the applicable Foreman's overtime rate of pay and such Yardman/Yardmen shall be credited with a start as if the cancellation was a regular tour of duty. In order to qualify for such payment, the Yardman/Yardmen must remain on the yard assignment on the day of the cancellation. Such Yardman/Yardmen shall not be required to submit a timeslip to receive this payment.

## **ARTICLE 22 - OUTER BELT TRANSFER CANCELLATIONS**

### **Section 1**

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island and/or Gibson is canceled on any given calendar day in excess of one (1) cancellation per calendar week (12:00 Midnight Monday through and including 11:59 PM Sunday) per individual assignment, the regularly assigned Yardman/Yardmen on such cancellation shall be paid one day's pay at the Foreman's overtime rate of pay and such Yardman/Yardmen shall be credited with a start as if the cancellation was a regular tour of duty. In order to qualify for such payment, the Yardman/Yardmen must remain on the Outer Belt Transfer Assignment on the day of the cancellation. Such Yardman/Yardmen shall not be required to submit a timeslip to receive this payment.

**NOTE:** In the event an Outer Belt Transfer Assignment is canceled in a given calendar week due to an emergency such as but not limited to a tornado, flood, snow storm, earthquake, major derailment, or strike, the provisions as set forth in ARTICLE 22, Section 1 shall not apply.

## **ARTICLE 22 - OUTER BELT TRANSFER CANCELLATIONS (Continued)**

### **Section 2**

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island and/or Gibson is canceled on a holiday, the provisions as set forth in ARTICLE 22, Section 1 shall not apply.

### **Section 3**

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island and/or Gibson is canceled the day preceding the holiday and/or the day following the holiday, such Yardmen may remain on the assignment as canceled and shall be qualified for the purpose of receiving holiday pay.

**NOTE:** A holiday as referred to in Section 2 and Section 3 herein, is made in reference to paid holidays as provided for in the National Holiday Agreement.

## **ARTICLE 23 - VOLUNTARY SEPARATION ALLOWANCE**

To expedite attrition, an individual Protected Employee or Limited Rights Protected Employee may request or may be offered by the Carrier, in seniority order, at any district, an opportunity for Voluntary Early Separation and accept a Voluntary Separation Lump Sum Allowance and other considerations in lieu of all other benefits and protection provided for under this Agreement. Such employee shall be given an opportunity to elect hospital-surgical and dental coverage for himself/herself and his/her dependents in lieu of a portion or all of the Separation Allowance agreed upon if he/she so desires.

**NOTE:** Such request or offer for early Voluntary Separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Director of Labor Relations.

## **ARTICLE 24 - COMPLEXITIES**

The parties hereto recognize the complexities involved in this Agreement and in keeping with its intent, purpose, and the rights and responsibilities of the parties thereunder, arrangements shall be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application shall be handled expeditiously in conference by the General Chairperson, UTU(y), and Carrier's Director of Labor Relations. Such conferences shall be held promptly at the request of either party.

## **ARTICLE 25 - MORATORIUM**

The parties to this Agreement shall not serve nor progress prior to the attrition of all Yardmen that have an employment date with the Indiana Harbor Belt Railroad Company on or prior to October 1, 1992 any notice or proposal for changing any of the specific provisions as contained in PART TWO - CREW CONSIST of this Agreement.

**ARTICLE 26 - EFFECT OF THIS AGREEMENT**

This Crew Consist Agreement (PART TWO), APPENDIX I, APPENDIX II, APPENDIX III, APPENDIX IV, and APPENDIX V, and Side Letters #1 through and including Side Letter #8 was made in accordance with the provisions as set forth in the Railway Labor act as amended, and shall become effective June 1, 1997 and shall remain in effect pursuant to the provisions as set forth in ARTICLE 25 - MORATORIUM as contained herein.

Signed at Hammond, Indiana, this 7th day of May, 1997.

FOR THE UNITED TRANSPORTATION  
UNION:

P.D. Drennan  
P.D. Drennan, General Chairman, GCA

M.J. Franciose  
M.J. Franciose, Vice Chairman, LCA

FOR THE INDIANA HARBOR BELT  
RAILROAD COMPANY:

C.H. Allen  
C.H. Allen, General Manager

J.A. Markase  
J.A. Markase, Manager of Labor Relations



# INDIANA HARBOR BELT RAILROAD COMPANY

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

C. H. ALLEN  
GENERAL MANAGER

HAMMOND  
(219) 989-4703  
FAX (219) 989-4707

May 7, 1997

## Side Letter #1 (Crew Consist)

Mr. P.D. Drennan  
General Chairman, UTU(y)  
P.O. Box 3162  
Lisle, Illinois 60532-3162

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement (Crew Consist), that Crew Consist shall not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "Protected Employees" and/or "Limited Rights Protected Employees".

If at any time you feel this commitment is not being honored, a prompt conference shall be afforded to review the matter and steps shall be taken to alleviate the complaint.

This understanding shall be incorporated into and is made a part of this Agreement to the same extent as if included therein.

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

Very truly yours,

C.H. Allen  
General Manager

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

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

C. H. ALLEN  
GENERAL MANAGER

HAMMOND  
(219) 989-4703  
FAX (219) 989-4707

May 7, 1997

## Side Letter #2 (Crew Consist)

Mr. P.D. Drennan  
General Chairman, UTU(y)  
P.O. Box 3162  
Lisle, Illinois 60532-3162

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement (Crew Consist), with respect to interpretation of the word "emergency" as used in the Crew Consist Agreement.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition:

"Emergency.....a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all or the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

### A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
4. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

### B. NOT EMERGENCIES

1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.

3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

This understanding shall be incorporated into and is made a part of this Agreement to the same extent as if included therein.

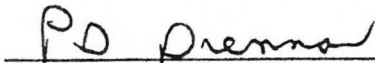
Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C.H. Allen  
General Manager

I agree:



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



# INDIANA HARBOR BELT RAILROAD COMPANY

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

C. H. ALLEN  
GENERAL MANAGER

HAMMOND  
(219) 989-4703  
FAX (219) 989-4707

May 7, 1997

## Side Letter #3 (Crew Consist)

Mr. P.D. Drennan  
General Chairman, UTU(y)  
P.O. Box 3162  
Lisle, Illinois 60532-3162

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement (Crew Consist), that operable portable radios shall be furnished to each member of Reduced Crew(s) and/or Foreman Only Crew(s) while on duty. Such radios shall not exceed three pounds in weight and shall be equipped with a suitable holder which shall firmly hold the radio close to the body or shall be of such size as to permit being placed in coat and trouser pocket. Yardman/Yardmen shall not be held responsible for accidents caused by failure of radio equipment to properly function. Sufficient frequency channels shall be utilized to provide safe communication.

Except in an emergency, Reduced Crew(s) and/or Foreman Only crew(s) shall not be required to start switching or perform transfer service without operable portable radios for each Yardman on the train crew. Such crew(s) shall not be required to start switching or perform transfer service not having an operable radio on the control unit of the locomotive consist, nor shall they be censured or disciplined in any manner for refusing to do so.

This understanding shall be incorporated into and is made a part of this Agreement to the same extent as if included therein.

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

Very truly yours,

C.H. Allen  
General Manager

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

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

C. H. ALLEN  
GENERAL MANAGER

HAMMOND  
(219) 989-4703  
FAX (219) 989-4707

May 7, 1997

## Side Letter #4 (Crew Consist)

Mr. P.D. Drennan  
General Chairman, UTU(y)  
P.O. Box 3162  
Lisle, Illinois 60532-3162

Dear Mr. Drennan:


This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement (Crew Consist), that in the event a Yardman disputes his/her number of months of protection that are applied to his/her YARDMAN PROTECTION, as provided for in ARTICLE 6 of PART TWO, the following method of resolution shall apply:

1. A Yardman shall have sixty (60) days from the effective date of this Agreement to dispute his/her number of months of protection that are applied to his/her YARDMAN PROTECTION.
2. A Yardman who disputes his/her number of months of protection that are applied to his/her YARDMAN PROTECTION must submit his/her dispute in writing to the Director of Labor Relations. He/she must specifically identify the number of months that are in dispute in connection therewith.
3. A Yardman who disputes his/her number of months of protection that are applied to his/her YARDMAN PROTECTION shall be notified by the Director of Labor Relations within sixty (60) days from the date the dispute is received by same as to the disposition of such dispute.
4. A dispute found to be valid shall be corrected accordingly and the Yardman(s) that filed the dispute(s) shall be notified promptly by the Director of Labor Relations of such correction.
5. In the event a dispute cannot be resolved, the parties signatory hereto shall resolve such dispute in accordance with the applicable provisions as contained in the October 1, 1992 Agreement, PART ONE, ARTICLE XI - TIME LIMITS FOR HANDLING CLAIMS AND/OR GRIEVANCES between IHB and UTU(y).

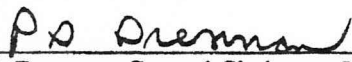
This understanding shall be incorporated into and is made a part of this Agreement to the same extent as if included therein.

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

Very truly yours,

  
C.H. Allen  
General Manager

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

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

C. H. ALLEN  
GENERAL MANAGER

HAMMOND  
(219) 989-4703  
FAX (219) 989-4707

May 7, 1997

## Side Letter #5 (Crew Consist)

Mr. P.D. Drennan  
General Chairman, UTU(y)  
P.O. Box 3162  
Lisle, Illinois 60532-3162

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement (Crew Consist), that in the event a guaranteed extra board or extra board is exhausted, the Carrier shall have the option of utilizing ARTICLE 11, ARTICLE 12, or ARTICLE 13 in filling Yardmen vacancies in connection therewith.

This understanding shall be incorporated into and is made a part of this Agreement to the same extent as if included therein.

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

Very truly yours,

C.H. Allen  
General Manager

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

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

C. H. ALLEN  
GENERAL MANAGER

HAMMOND  
(219) 989-4703  
FAX (219) 989-4707

May 7, 1997

## Side Letter #6 (Crew Consist)

Mr. P.D. Drennan  
General Chairman, UTU(y)  
P.O. Box 3162  
Lisle, Illinois 60532-3162

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement (Crew Consist), in regards to APPENDIX V, ARTICLE 19, Section 12. It is understood that duly accredited UTU(y) Representatives shall be entitled to Voluntary Reserve Board position(s) and their duties to represent and other union related activities shall not be considered in conflict of interest.

This understanding shall be incorporated into and is made a part of this Agreement to the same extent as if included therein.

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

Very truly yours,

C.H. Allen  
General Manager

I agree:

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



# INDIANA HARBOR BELT RAILROAD COMPANY

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

C. H. ALLEN  
GENERAL MANAGER

HAMMOND  
(219) 989-4703  
FAX (219) 989-4707

May 7, 1997

## Side Letter #7 (Crew Consist)

Mr. P.D. Drennan  
General Chairman, UTU(y)  
P.O. Box 3162  
Lisle, Illinois 60532-3162

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement (Crew Consist), that a Roving Switchtender, as defined in the October 1, 1992 Agreement between IHB and UTU(y) (Switchtender/Operators), shall not be used to supplement, supplant, or substitute in the work of any train or yard crew working under UTU(y) Agreements. A Roving Switchtender shall not be considered a member of the train crew/yard crew for the purpose of applying the Crew Consist Agreement or for any other reason.

This understanding shall be incorporated into and is made a part of this Agreement to the same extent as if included therein.

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

Very truly yours,

C.H. Allen  
General Manager

I agree:

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



## INDIANA HARBOR BELT RAILROAD COMPANY

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

C. H. ALLEN  
GENERAL MANAGER

HAMMOND  
(219) 989-4703  
FAX (219) 989-4707

May 7, 1997

### Side Letter #8 (Crew Consist)

Mr. P.D. Drennan  
General Chairman, UTU(y)  
P.O. Box 3162  
Lisle, Illinois 60532-3162

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement (Crew Consist), that the issue of Crew Consist is hereby finalized and shall not be subject to negotiations until all IHB Yardmen that were employed on or prior to October 1, 1992 have been attrited for reasons such as not limited to death, retirement, or resignation.

This understanding shall be incorporated into and is made a part of this Agreement to the same extent as if included therein.

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

Very truly yours,

C.H. Allen  
General Manager

I agree:

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