

AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND THE BROTHERHOOD OF RAILROAD TRAINMEN WITH RESPECT TO THE METHOD WHICH THE CREW BOARD AT GIBSON WILL BE OPERATED

IT IS AGREED:

1. A "Tag" Board has been established and will be accessible to Yardmen at all times in the Crew Dispatcher's office.

2. Deleted.

3. 10-10-75 Mediation Agreement

"1. The issuing carrier official will furnish the General Chairman copies of bulletins and notices issued to crew dispatchers relative to job

assignments at all terminals.

"2. Local Chairmen desiring to inspect crew dispatcher records pertaining to job assignments, displacements, dispatchments or extra and available boards may do so as long as it does not interfere with the duties of the crew dispatcher. The Local Chairman may inspect and copy from the crew dispatcher records referred to herein above; however, he will not be permitted to remove any files or records from the crew dispatcher office.

"3. This Agreement shall constitute full, final, and complete settlement of the disputes involved between the parties signatory hereto over the subject matters as set out herein above.

"4. This Agreement shall supersede and modify any existing rule or agreement which is in conflict herewith."

4. Crew Dispatchers will inform extra men how they stand on Board when requested. Crew Dispatchers will name occupants of specific assignments as requested by Yardmen.

5. Personnel will be available 24 hours per day to handle Crew Dispatchers' work.

6. In calling employees that Crew Dispatchers will identify themselves and will determine that they have the employees' usual calling place.

7. Agreement dated 5-24-63

"A yardman displaced must pick an assignment within one (1) hour of being notified of displacement or give a three (3) hour notice to displace a junior employee on another assignment. However, a yardman may select a vacancy on a regular assignment or on an extra assignment by giving not less than two (2) hours advance notice. In no case can a displaced employee pick an assignment commencing in less than two (2) hours after being notified of displacement. Yardmen must pick an assignment within thirty-six (36) hours and must work within forty-eight (48) hours after being notified of displacement or be absent without permission."

"It is understood that the said Item 7 will have no application where rest days or vacation periods are involved."

8. Extra men called to fill a vacancy will not be required to mark off duty, provided they have not been on duty in excess of eight (8) hours. If they have been on duty in excess of eight hours, they will be placed on the bottom of the Extra Board as of their tie-up time, providing they call the Crew Dispatcher upon tying up, otherwise they will be placed on the bottom of the Board as of the time they call. Extra men working in excess of eight hours by doubling over will not be required to mark off duty.

Clarification 12-26-61

"An extra yardman, who is on duty in excess of eight (8) hours, and fails to report his time off duty, as provided for under Item eight (8) of Agreement dated January 15, 1959, will be required to lose one full turn on the extra board when his error is discovered."

9. A Yardman calling to pick an assignment will be required to identify himself by giving his name and seniority number.

10. A Yardman calling relief during his tour of duty or laying off sick will be considered off until he marks up and then give at least twelve (12) hours notice in picking assignment.

11. Regular men laying off for one day will be carried over on the same assignment for the following day, but if marking off for more than one day, they will not be carried over on their previous assignment and will be required to give at least twelve (12) hours notice when picking their next assignment or marking up.

12. A regular Yardman will be permitted to select a new assignment, providing he gives at least twelve (12) hours notice. Yardmen will be allowed to pick assignments for the following day thirty (30) minutes in advance of their scheduled time to go on duty, but in no case in excess of twenty-four (24) hours in advance of the scheduled starting time.

Interpretation 11-19-65

"Carrier's interpretation of the above Article 12, and the practice on this property thereunder, is that a yardman cannot select an assignment in excess of twenty-four (24) hours in advance of the scheduled starting time of the assignment he desires. For example, if a yardman calls the crew dispatcher at 9:00 a.m. on Saturday and requests to be marked up on an assignment starting at 11:00 p.m. Sunday, he would not be allowed to mark up on the 11:00 p.m. Sunday assignment because the request is being made in excess of twenty-four hours in advance of the scheduled starting time of the 11:00 p.m. Sunday assignment.

"If you concur, please so indicate by signing one copy of this letter, which is being furnished you in duplicate."

13. Yardmen at Gibson will be notified immediately of displacements when they occur, and tags will be adjusted accordingly, except that when Yardmen displace on assigned rest days, the junior men will be notified at least twelve (12) hours in advance of the regular starting time of the assignment that they have been displaced.

This Agreement becomes effective 12:01 a.m., Friday, January 16, 1959. It supersedes all former agreements covering this subject, and shall continue in effect until changed under the provisions of the Railway Labor Act as amended.

Gibson, Indiana, January 15, 1959