

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.