### CLAIM- LUNCH NOT AFFORDED ARBITRARY DENIED

Claiming 8 hours pay in addition to any other compensation for the violation of Article VIII, Section 2, (a) Page 13 of the June 1st, 1997 Agreement. (EXHIBIT A)

### (EXHIBIT A)

### Section 2-Lunch period for Yardman working in other than Outer Belt Transfer Service.

(a) A yardman in other than outer belt transfer service shall be allowed thirty (30) minutes for lunch without deduction in pay. The lunch period shall commence between 3 hours and 7 hours after the starting time of the assignment.

While working run	on (Date)	at
(Time)	, I was never afforded a lunch.	

I was duty for an excess of 7 hours see **EXHIBIT B.** 

I attempted to claim the lunch entitled per in accordance with Section2 (b) (EXHIBIT C)

# (EXHIBIT C)

(b) In the went a Yardman in other than Outer Belt Transfer Service is not afforded a lunch period during his tour of duty in accordance with the provisions as set forth in ARTICLE VIII. Section 2 (a) herein. such Yardman shall be paid thirty (30) minutes at the applicable overtime rate of pay in addition to any other compensation in lieu thereof. It is hereby understood that. additionally, such Yardman shall be allowed a lunch period as close to the four (4) hour period as service requirements permit, subject to the provisions as contained in ARTICLE WII. Section 2 (c) herein.

Entitled Lunch was subsequently denied. See (EXHIBIT D)



#### ARTICLE VIII - LUNCH PERIOD

ARTICLE IV - Lunch Period, as contained in the October 1, 1992 Agreement between Indiana Harbor Belt Railroad Company and its Employees represented by United Transportation Union (y) is hereby abrogated and the following shall apply in substitution thereof.

## Section 1 - Lunch Period for Yardmen Working in Outer Belt Transfer Service

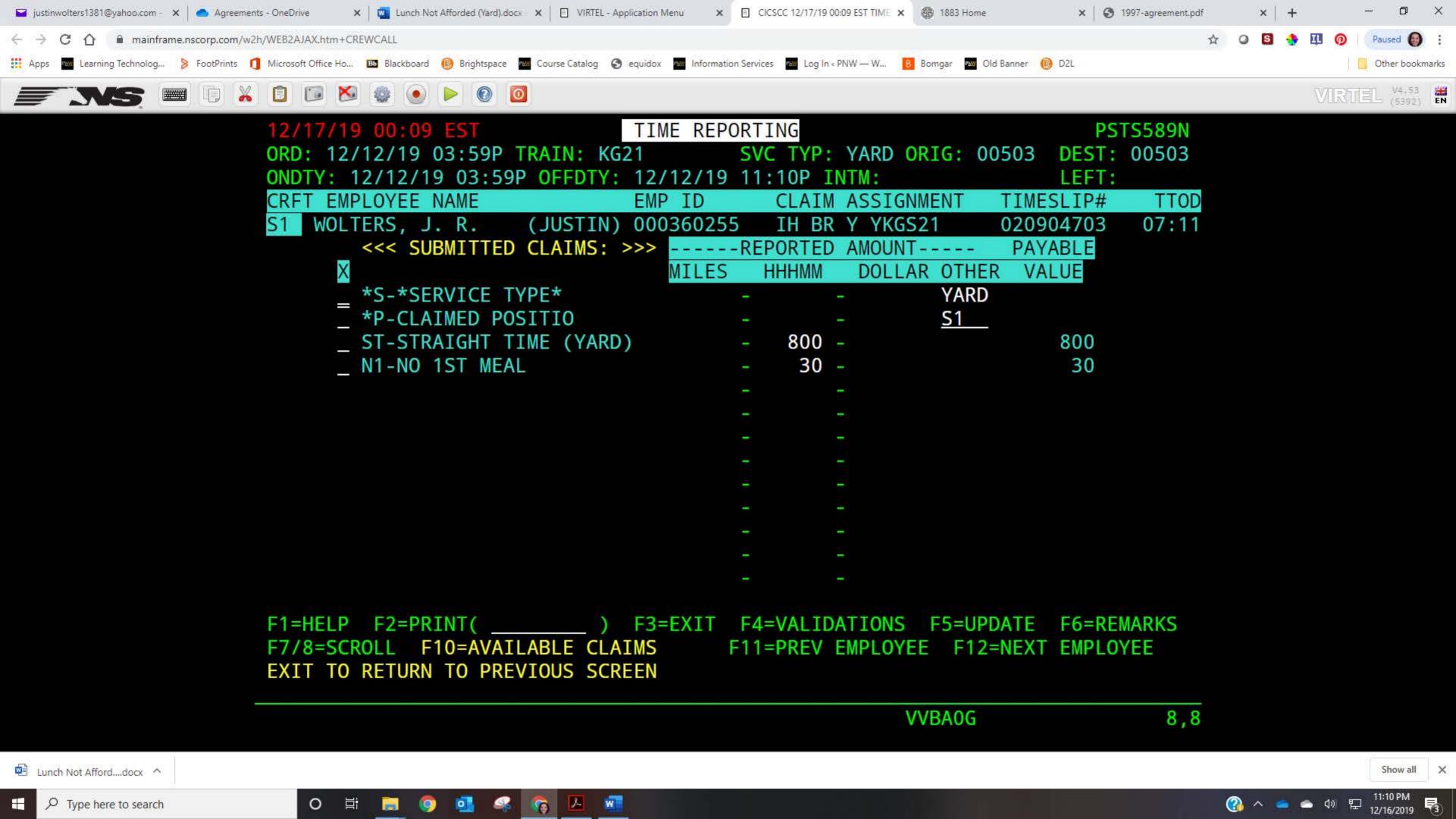
- (a) A Yardman in Outer Belt Transfer Service shall be allowed thirty (30) minutes for lunch without deduction in pay. The lunch period shall commence between 3 hours and 8 hours after the starting time of the assignment.
- (b) In the event a Yardman in Outer Belt Transfer Service is not afforded a lunch period during his tour of duty as specified in ARTICLE VIII. Section 1 (a) herein, the lunch period shall be considered waived and that Yardman shall be paid thirty (30) minutes at the applicable overtime rate of pay in addition to any other compensation, in lieu thereof.
- (c) It is agreed that all members of the crew shall begin and end their lunch period as a unit.
- (d) It is agreed that all members of the crew shall be afforded an appropriate/reasonable facility for lunch.

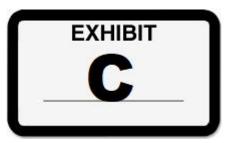
#### Section 2 - Lunch Period for Yardmen Working in Other Than Outer Belt Transfer Service.

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- In the event a Yardman in other than Outer Belt Transfer Service is not afforded a lunch period during his tour of duty in accordance with the provisions as set forth in ARTICLE VIII, Section 2 (a) herein, such Yardman shall be paid thirty (30) minutes at the applicable overtime rate of pay in addition to any other compensation, in lieu thereof. It is hereby understood that, additionally, such Yardman shall be allowed a lunch period as close to the four (4) hour period as service requirements permit, subject to the provisions as contained in ARTICLE VIII, Section 2 (c) herein.
- (c) In the event a Yardman in other than Outer Belt Transfer Service is not afforded a lunch period prior to ten (10) hours on duty, such Yardman shall be paid an additional thirty (30) minutes at the applicable overtime rate of pay in addition to thirty (30) minutes at the applicable overtime rate of pay as provided for in Section 2 (b) herein, for a total of sixty (60) minutes at the applicable overtime rate of pay in addition to any other compensation and the lunch period shall be considered waived.
- (d) It is agreed that all members of the crew shall begin and end their lunch period as a unit.
- (e) It is agreed that all members of the crew shall be afforded an appropriate/reasonable facility for lunch.

#### Section 3 - Lunch Period for Car Retarder Operators

- (a) Car Retarder Operators shall be allowed thirty (30) minutes for lunch without deduction in pay. The lunch period shall commence between 3 and 7 hours after the starting time of the assignment.
- (b) Car Retarder Operators shall not be required to work longer than 7 hours without being allowed to go to lunch without deduction in pay or time therefor.





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TIME SLIP INQUIRY
                                                                  PSTS551N
12/17/19 00:16 EST
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                                                    TIMESLIP#:
EMPLOYEE#:
CLAIM DATES(MMDDYY) FROM: <u>010119</u> TO: <u>121719</u>
                                                         TRAIN:
                                                  SUMMARY/DETAIL: D (S/D)
PENDING ONLY: N (Y/N)
           CRFT COT
                                               PAY PRD
X TIMESLIP
                          DESCRIPTION
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                                                                   47.98
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_ 340785904 S1
               RL 111419 KG23
                                                                  31.98
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               ST 111019 KG21
_ 870770402 FO
                                                                  265.89
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_ 870770402 FO
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_ 000764703 S1
               ST 110919 KG21
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                                    STRAIGHT TI 2019112B ACTIVE
_ 940761403 S1
               ST 110819 KG21
                                                                  255.85
_ 430754204 S1
                                    STRAIGHT TI 2019112B ACTIVE
                                                                  255.85
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_ 940739003 S1
                                    STRAIGHT TI 2019112B ACTIVE
               ST 110319 KG21
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_ 940739003 S1
               OT 110319 KG21
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_ 940739003 S1
               N1 110319 KG21
                                   NO 1ST MEAL 2019112B DECL 0.00
_ 020734305 S1
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                              STRAIGHT TI 2019111B ACTIVE
                                                                 265.89
_ 320711302 F0
               ST 102719 KG21
              C5 102719 KG21 COND CERTIF 2019111B ACTIVE 5.00
_ 320711302 F0
_ 280705103 S1
                              STRAIGHT TI 2019111B ACTIVE
               ST 102619 KG21
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                   32654.62 NON-TAXABLE:
                                             0.00 TOTAL:
                                                          32654.62
ENTER=INQUIRE F1=HELP
                        F3=EXIT
                                             F5=ADJUST TIMESLIP
                         F7/8=SCROLL UP/DOWN
F6=VIEW DECLINATIONS
RECORDS DISPLAYED
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7,3