

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 VII. 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.

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- (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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12/17/19 00:09 EST           TIME REPORTING           PST589N
ORD: 12/12/19 03:59P TRAIN: KG21      SVC TYP: YARD ORIG: 00503 DEST: 00503
ONDTY: 12/12/19 03:59P OFFDTY: 12/12/19 11:10P INTM:      LEFT:
CRFT EMPLOYEE NAME                EMP ID      CLAIM ASSIGNMENT  TIMESLIP#  TTOD
S1 WOLTERS, J. R.      (JUSTIN) 000360255  IH BR Y YKGS21   020904703   07:11
  
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    <<< SUBMITTED CLAIMS: >>> -----REPORTED AMOUNT----- PAYABLE
    X                          MILES      HHHMM      DOLLAR OTHER VALUE
    =  *S-*SERVICE TYPE*                -            -          YARD
    -  *P-CLAIMED POSITIO                -            -          S1
    -  ST-STRAIGHT TIME (YARD)            -        800 -          800
    -  N1-NO 1ST MEAL                     -        30 -          30
  
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F1=HELP  F2=PRINT( _____ )  F3=EXIT  F4=VALIDATIONS  F5=UPDATE  F6=REMARKS
F7/8=SCROLL  F10=AVAILABLE CLAIMS  F11=PREV EMPLOYEE  F12=NEXT EMPLOYEE
EXIT TO RETURN TO PREVIOUS SCREEN
  
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- (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.

EMPLOYEE#: [REDACTED] NAME: [REDACTED]

TIMESLIP#: _____

CLAIM DATES(MMDDYY) FROM: 010119 TO: 121719

TRAIN: _____

PENDING ONLY: N (Y/N)

SUMMARY/DETAIL: D (S/D)

X	TIMESLIP	CRFT	COT	DESCRIPTION	PAY PRD	STATUS	AMOUNT	N T X
	340785904	S1	N1	111419 KG23	NO 1ST MEAL	2019121B PROC	47.98	
	340785904	S1	RL	111419 KG23	STU COND A	2019121B ACTIVE	31.98	
	870770402	F0	ST	111019 KG21	STRAIGHT TI	2019112B ACTIVE	265.89	
	870770402	F0	C5	111019 KG21	COND CERTIF	2019112B ACTIVE	5.00	
	000764703	S1	ST	110919 KG21	STRAIGHT TI	2019112B ACTIVE	255.85	
	940761403	S1	ST	110819 KG21	STRAIGHT TI	2019112B ACTIVE	255.85	
	430754204	S1	ST	110619 KG21	STRAIGHT TI	2019112B ACTIVE	255.85	
	940739003	S1	ST	110319 KG21	STRAIGHT TI	2019112B ACTIVE	255.85	
	940739003	S1	OT	110319 KG21	OVERTIME <1	2019112B ACTIVE	103.94	
	940739003	S1	N1	110319 KG21	NO 1ST MEAL	2019112B DECL	0.00	
	020734305	S1	ST	110219 KG21	STRAIGHT TI	2019112B ACTIVE	255.85	
	320711302	F0	ST	102719 KG21	STRAIGHT TI	2019111B ACTIVE	265.89	
	320711302	F0	C5	102719 KG21	COND CERTIF	2019111B ACTIVE	5.00	
	280705103	S1	ST	102619 KG21	STRAIGHT TI	2019111B ACTIVE	255.85	

TAXABLE: 32654.62 NON-TAXABLE: 0.00 TOTAL: 32654.62

ENTER=INQUIRE F1=HELP F3=EXIT F5=ADJUST TIMESLIP

F6=VIEW DECLINATIONS F7/8=SCROLL UP/DOWN

RECORDS DISPLAYED

