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11-19-76

Holiday Rule Implementing Agreement covering Employees represented by the Brotherhood of Locomotive Engineers, implementing Article III - Holidays - of the Agreement of March 6, 1975.



INDIANA HARBOR BELT RAILROAD COMPANY

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3-6-75 agree
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Gibson, Indiana, December 21, 1976

Mr. M. E. Beckert:

Enclosed is copy of Agreements dated November 10, 1976 implementing Article III - Holidays - of the Agreement of January 29, 1975 covering employees represented by the United Transportation Union and of the Agreement of March 6, 1975 covering employees represented by the Brotherhood of Locomotive Engineers.

These Agreements do the following:

(1) Eliminate the Employee's Birthday from the list of holidays in existing holiday provisions and understandings, effective January 1, 1976; and add Good Friday to such list effective with Good Friday 1976, and Christmas Eve (the day before Christmas is observed) thereto effective with Christmas Eve 1976 - all carrying out the provisions of Article III of the January 29 and March 6, 1975 National Agreements identified above.

(2) Eliminate from existing holiday provisions and understandings all references to the Employee's Birthday, and all special qualifying and other provisions and understandings which relate to the Employee's Birthday.

(3) Specify that qualifying requirements and all other conditions with respect to both Good Friday and Christmas Eve are the same as for the other holidays, except as mentioned in the next paragraph.

(4) Provide a specific arrangement under which employees may qualify for both Christmas Eve and Christmas Day.

There are many provisions which relate to qualification for holiday pay. None of those provisions is changed by these agreements; all of them will apply to all holidays including Good Friday, Christmas Eve and Christmas Day. However, application of the provisions is modified in cases in which an employee can qualify for holiday pay for both Christmas Eve and Christmas Day. The following examples may be helpful:

Assume a regularly assigned yard service employee whose assignment works December 22, 23, 24, 25 and 26. Under existing holiday provisions (e.g., April 5, 1957 BRT Agreement, Article IV, Section 2(b), as amended), he qualifies for holiday pay for Christmas Day if he performs service as a regularly assigned employee in yard service on December 24 and 26 and fulfills his assignment on December 25.

(a) If such employee performs service as a regularly assigned employee in yard service on December 23 and 26 and fulfills his assignment on December 24 and 25, he will qualify for holiday pay for both Christmas Eve and Christmas Day.

(b) If such employee performs service as a regularly assigned employee in yard service on December 23 and 25 but not on December 26 and fulfills his assignment on December 24, he will qualify for holiday pay for Christmas Eve but not for Christmas Day.

(c) If such employee performs service as a regularly assigned employee in yard service on December 24 and 26 but not on December 23 and fulfills his assignment on December 25, he will qualify for holiday pay for Christmas Day but not for Christmas Eve.

(d) If such employee fails to perform such service or fulfill his assignment on any two of December 23, 24, 25 or 26, he will not qualify for holiday pay for either Christmas Eve or Christmas Day.

These examples are confined to the 8 hours pay for the holiday itself and do not relate to pay for work on the holiday.

Also enclosed is copy of two letters, one addressed to President Al H. Chesser of the United Transportation Union and the other addressed to President John F. Sytsma of the Brotherhood of Locomotive Engineers, in response to their requests for an understanding on two matters related to the Implementing Agreements.

W. F. Snell

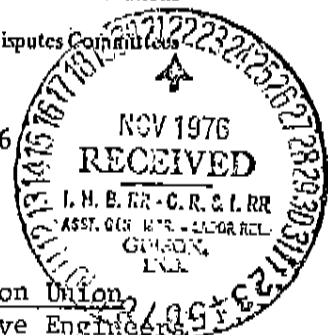
CC Messrs. R. J. Bodnar
A. B. Cravens

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman H. E. GREER, Vice Chairman ROBERT BROWN, Vice Chairman
 W. L. BURNER, Jr., Director of Research J. F. GRIFFIN, Director of Labor Relations
 D. P. LEE, General Counsel T. F. STRUNCK, Administrator of Disputes Committees

November 19, 1976



Holiday Rule Implementing Agreements
Covering Employees Represented by United Transportation Union
and Employees Represented by the Brotherhood of Locomotive Engineers

CIRCULAR NO. 607-7
CIRCULAR NO. 621-7

TO MEMBER ROADS:

Enclosed is copy of Agreements dated November 10, 1976 implementing Article III - Holidays - of the Agreement of January 29, 1975 covering employees represented by the United Transportation Union and of the Agreement of March 6, 1975 covering employees represented by the Brotherhood of Locomotive Engineers.

These Agreements do the following:

- (1) Eliminate the Employee's Birthday from the list of holidays in existing holiday provisions and understandings, effective January 1, 1976; and add Good Friday to such list effective with Good Friday 1976, and Christmas Eve (the day before Christmas is observed) thereto effective with Christmas Eve 1976 - all carrying out the provisions of Article III of the January 29 and March 6, 1975 National Agreements identified above.
- (2) Eliminate from existing holiday provisions and understandings all references to the Employee's Birthday, and all special qualifying and other provisions and understandings which relate to the Employee's Birthday.
- (3) Specify that qualifying requirements and all other conditions with respect to both Good Friday and Christmas Eve are the same as for the other holidays, except as mentioned in the next paragraph.
- (4) Provide a specific arrangement under which employees may qualify for both Christmas Eve and Christmas Day.

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There are many provisions which relate to qualification for holiday pay. None of those provisions is changed by these agreements; all of them will apply to all holidays including Good Friday, Christmas Eve and Christmas Day. However, application of the provisions is modified in cases in which an employee can qualify for holiday pay for both Christmas Eve and Christmas Day. The following examples may be helpful:

Assume a regularly assigned yard service employee whose assignment works December 22, 23, 24, 25 and 26. Under existing holiday provisions (e.g., April 5, 1957 BRT Agreement, Article IV, Section 2(b), as amended), he qualifies for holiday pay for Christmas Day if he performs service as a regularly assigned employee in yard service on December 24 and 26 and fulfills his assignment on December 25.

(a) If such employee performs service as a regularly assigned employee in yard service on December 23 and 26 and fulfills his assignment on December 24 and 25, he will qualify for holiday pay for both Christmas Eve and Christmas Day.

(b) If such employee performs service as a regularly assigned employee in yard service on December 23 and 25 but not on December 26 and fulfills his assignment on December 24, he will qualify for holiday pay for Christmas Eve but not for Christmas Day.

(c) If such employee performs service as a regularly assigned employee in yard service on December 24 and 26 but not on December 23 and fulfills his assignment on December 25, he will qualify for holiday pay for Christmas Day but not for Christmas Eve.

(d) If such employee fails to perform such service or fulfill his assignment on any two of December 23, 24, 25 or 26, he will not qualify for holiday pay for either Christmas Eve or Christmas Day.

These examples are confined to the 8 hours pay for the holiday itself and do not relate to pay for work on the holiday.

Also enclosed is copy of two letters, one addressed to President Al H. Chesser of the United Transportation Union and the other addressed to President John F. Sytsma of the Brotherhood of Locomotive Engineers, in response to their requests for an understanding on two matters related to the Implementing Agreements.

Yours very truly,

J. F. GRIFFIN

Director of Labor Relations

Implementation of Article III - Holidays - of the Agreement of January 29, 1975 between the participating carriers represented by the National Carriers' Conference Committee and the employees of such carriers represented by the United Transportation Union.

IT IS HEREBY AGREED:

Effective January 1, 1976, existing provisions and understandings relating to holidays for employees represented by the United Transportation Union are hereby continued and/or amended in the following respects:

Section 1 - Good Friday

Good Friday is substituted for the Employee's Birthday as a paid holiday. All references in existing holiday provisions and understandings to the Employee's Birthday, and all special qualifying and other provisions and understandings which relate to the Employee's Birthday, are eliminated.

Section 2 - Christmas Eve

Christmas Eve (the day before Christmas is observed) is added to the list of enumerated holidays provided by such provisions and understandings as amended by Section 1 hereof.

Section 3 - Continuation and Extension of Certain Existing Holiday Provisions

All provisions and understandings relating to holidays, other than special qualifying and other provisions and understandings relating to the Employee's Birthday, applicable as of December 31, 1975 shall continue to apply effective January 1, 1976, and will be extended effective that date to apply also to Good Friday (in lieu of the Employee's Birthday) and to Christmas Eve (the day before Christmas is observed). Good Friday shall have the same status as other holidays, and except as provided in Section 4 Christmas Eve (the day before Christmas is observed) shall have the same status as other holidays.

Section 4 - Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day

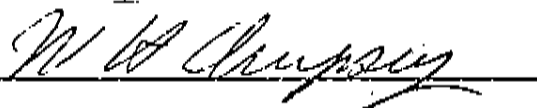
An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

SIGNED AT WASHINGTON, D. C., THIS 10TH DAY OF NOVEMBER, 1976.

For the
NATIONAL CARRIERS' CONFERENCE
COMMITTEE

For the
UNITED TRANSPORTATION UNION





Implementation of Article III - Holidays - of the Agreement of March 6, 1975 between the participating carriers represented by the National Carriers' Conference Committee and the employees of such carriers represented by the Brotherhood of Locomotive Engineers.

IT IS HEREBY AGREED:

Effective January 1, 1976, existing provisions and understandings relating to holidays for employees represented by the Brotherhood of Locomotive Engineers are hereby continued and/or amended in the following respects:

Section 1 - Good Friday

Good Friday is substituted for the Employee's Birthday as a paid holiday. All references in existing holiday provisions and understandings to the Employee's Birthday, and all special qualifying and other provisions and understandings which relate to the Employee's Birthday, are eliminated.

Section 2 - Christmas Eve

Christmas Eve (the day before Christmas is observed) is added to the list of enumerated holidays provided by such provisions and understandings as amended by Section 1 hereof.

Section 3 - Continuation and Extension of Certain Existing Holiday Provisions

All provisions and understandings relating to holidays, other than special qualifying and other provisions and understandings relating to the Employee's Birthday, applicable as of December 31, 1975 shall continue to apply effective January 1, 1976, and will be extended effective that date to apply also to Good Friday (in lieu of the Employee's Birthday) and to Christmas Eve (the day before Christmas is observed). Good Friday shall have the same status as other holidays, and except as provided in Section 4 Christmas Eve (the day before Christmas is observed) shall have the same status as other holidays.

Section 4 - Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

SIGNED AT WASHINGTON, D. C., THIS 10TH DAY OF NOVEMBER, 1976.

For the
NATIONAL CARRIERS' CONFERENCE
COMMITTEE

For the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

