

**Compilation of Agreements Governing Locomotive Engineers on the  
Indiana Harbor Belt Railroad as provided this 30th Day of July, 2019  
for the Membership of Division 682**

Dear Brothers and Sisters,

The following is a compilation of the current working agreements governing our craft by and between the Brotherhood of Locomotive Engineers and Trainmen and the Indiana Harbor Belt Railroad Company. Every effort has been made to make this compilation as complete, concise and all-inclusive as possible. However, due to the long history of our Division and employing Carrier, we apologize in advance for any mistakes or omissions that may have occurred.

The purpose of this compilation is to provide Division 682 members with reference material for use in the field as well as a tool for personal education. However, keep in mind that the official interpretations remain at the discretion of the Local Committee of Adjustment under the guidance of the General Chairman.

Under no circumstances should any member use this compilation as an excuse to refuse a direct order from an IHB official, foreign Carrier or government personnel with authority to issue such directives. Any instructions issued that conflict with the rules as contained herein should be complied with and handled under the prescribed grievance process. Questions or request for assistance should be directed to the appropriate Union Officer.

Fraternally Yours,



Frank E. Burns  
General Chairman Division 682

## REPRESENTATION

### ARTICLE 35 – HANDLING OF CONTRACTS, RULES AND RATES OF PAY

The General Committee of Adjustment of the Brotherhood of Locomotive Engineers (and Trainmen) will represent all locomotive engineers in the making of contracts, rules, rates, and working conditions and interpretations thereof.

## SENIORITY

*Extracted from "Wage Schedule and Working Conditions Applicable to Locomotive Engineers, Effective August 1, 1928 (Corrected to February 1957):*

### Article 23 – Seniority

Senior Engineers will have the preference of runs, but subject to call to protect service, yard jobs will be considered as regular runs.

Seniority lists shall be placed... where all Engineers will have access to them.

## RATES OF PAY

*Extracted from "Wage Schedule and Working Conditions Applicable to Locomotive Engineers, Effective August 1, 1928 (Corrected to February 1957):*

### Article 5 – Basic Day

Eight hours or less shall constitute a day's work.

### Article 6 – Overtime

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used (any rules to the contrary to be changed accordingly), all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime, on a minute basis, at one and one half times the hourly rate, according to class of engine.

In all classes of service covered by (Article 5) eight (8) hours or less shall constitute a day's work.

*Extracted from Side Letter #5 as contained in Agreement dated February 1, 1993:*

All references to 22 straight time starts shall be amended to read 22 starts. Therefore, any combination of straight time or overtime starts exceeding 22 starts shall be paid at one and one-half times the basic straight time rate for such excess work.

*Extracted from the February 1, 1993 Agreement*

**Article III – Rate Progression – New Hires**

In any class of service or job classification, rate of pay, additives, and other applicable elements of compensation for an employee whose seniority in engine or train service is established on or after June 1, 1993, will be seventy-five percent of the rate for present employees and will increase in increments of five percentage points for each year of active service in engine and/or train service, until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

Promoted Engineers who have had a previous employment relationship with another carrier and are subsequently hired by the IHB Railroad shall be covered by this Article. Such Engineers however shall receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed as an Engineer for another carrier provided that such compensated service last occurred within one (1) year of the date of employment with the IHB Railroad.

*Extracted from Letter of Understanding Dated November 14, 2005:*

It (is) mutually agreed that Article III – Rate Progression – New Hires... is intended to include IHB employees in other crafts whereby such employees shall receive monthly credit(s) toward his/her completion of the sixty (60) month period by utilizing every month in which compensated service was performed as an employee in another craft and applying such (compensated) service toward his/her sixty (60) month period as an Engineer. Therefore, IHB shall apply these months of compensated service in another craft to his/her sixty (60) month period as an IHB Engineer in order to accelerate his/her rate progression.

This understanding is not intended to effectuate the provisions of Section 3, as set forth in ARTICLE VI – Service Scale as contained in the Agreement dated August 1, 2005, between IHB and BLET.

**Time Change – Agreement for Proper Compensation**

*It is agreed:*

**Section 1**

Engineers working overtime during a recognized time change shall be compensated for actual time worked, including all applicable arbitrary compensation.

Example 1: An Engineer goes on duty at 2300 hours. At 0200 the following day (3 hours into the shift) the time is set back to 0100 hours. The Engineer ties up at 0800 hours the following day, after the time change. Such Engineer shall be compensated for 8 hours at the applicable straight time rate of pay and 2 hours at the applicable overtime rate of pay. In addition, such Engineer shall be entitled to receive any applicable arbitrary compensation allowed to an Engineer on duty for 10 hours.

Example 2: An Engineer goes on duty at 1400 hours. At 0200 the following day (12 hours into the shift) the time is set back to 0100 hours. The Engineer ties up at 0130 the following day, after the time change. Such Engineer shall be compensated for 8 hours at the applicable straight time rate of pay and 4 ½ hours at the applicable overtime rate of pay. In addition, such Engineer shall be entitled to receive any applicable arbitrary compensation allowed to an Engineer on duty for 12 ½ hours.

Note 1: Under no circumstance is an Engineer to be paid less than the actual time worked on any assignment.

Note 2: Under no circumstance is an Engineer to be paid less than 8 hours straight time unless otherwise provided for in the governing agreements.

## **Section 2**

Engineers on duty for more than 7 hours during a recognized time change in which the time is set ahead shall be compensated for actual time worked, including all applicable arbitrary compensation.

Example 1: An Engineer goes on duty at 2300 hours. At 0200 the following day (3 hours into the shift) the time is set ahead to 0300 hours. The Engineer ties up at 0800 hours the following day. Such Engineer shall be compensated for 8 hours at the straight time rate of pay, including any arbitrary compensation applicable to an Engineer working 8 hours.

Note 1: Under no circumstance is the carrier to be considered liable for payments above and beyond compensation covered by applicable agreements.

## **ALTERNATIVE COMPENSATION**

*Extracted from the 2007 National Agreement:*

### **Article II – Optional Alternative Compensation Program**

#### **Section 1**

A carrier or organization may propose alternative compensation arrangements for consideration by the other party. Such arrangements may include, for example, stock options, stock grants (included restricted stock), bonus programs based on carrier performance, and 401(k) plans. The proposed arrangement may be implemented only by mutual agreement of the carrier and the appropriate representatives.

#### **Section 2**

The parties understand that neither the carrier nor the organization may be compelled to offer any alternative compensation arrangement, and, conversely, neither the carrier nor the organization may be compelled to agree to any proposal made under this article.

*Extracted from the May 1, 1997 Agreement*

**Article VII – 401(k) p=Plan**

**Section 1**

No later than May 5, 1997, Indiana Harbor Belt Railroad Company shall establish a 401(k) retirement plan for employees covered by this Agreement. Such plans need not be contributory with respect to the carrier.

**Section 2 – 401(k) Plan Outline**

The 401(k) plan is designed to provide tax advantage retirement savings benefits to eligible employees.

Monies directed in the Plan will not be taxed for Federal income tax purposes or most state tax purposes. Interest and or dividends earned are not taxed until distribution and may be eligible for IRA rollover or five (5) year averaging tax treatment. However, all distributions from the plan will be subject to taxation in accordance with IRS regulations at the time of distribution.

An employee must be employed by IHB for at least 60 days in order to be eligible to participate in this 401(k) plan.

**Employee elective contributions:**

Each employee may designate up to 10% of his W-2 earnings to be directed into his/her 401(k) account, in 1% percent increments, up to the maximum permissible by law. All funds placed in the plan shall be subject to limitations in accordance with the Internal Revenue Code.

**Vesting:**

Participants shall be 100% vested immediately in their 401(k) accounts including employee elective contributions, interest and dividends. The value of the accounts fluctuates with the investment performance.

**Investment Options:**

Participants will be able to direct the investment of their 401(k) accounts. The plan shall include investment options to be selected by the company. Initially, these options are four to six Fidelity investment funds.

Participants shall be permitted to direct the allocations of their contributions among the available investment options in 10% increments.

Participants shall also be permitted to reallocate existing account balances among available investment options intervals in 10% increments.

**Withdrawals:**

Are available from a plan in the event of retirement, death, disability, termination, after attainment of age 59 ½, or in the event of hardship. Hardship withdrawals shall be determined on the basis of the “safe harbor” rule as established by the IRS.

In addition, the plan shall provide for loans to participants, as permitted by applicable IRS rules. Loans shall be a minimum of \$500 and for a maximum of 60 months. No more than one loan shall be outstanding at any one time. The rate of interest charged shall be one percentage point above the prevailing prime rate, determined each January 1 and July 1. The interest rate in a loan shall be fixed for the life of the loan. Repayment to the participant’s own account shall be subject to IRS restrictions, and shall be made by payroll deductions where applicable.

**Plan Administration**

The plan administrator and Fidelity Investments shall be the Plan Trustee and Recordkeeper. The Company reserves the right, however, to change the Administrator, Trustee or Recordkeeper at any time.

The company will bear the payroll, trust, recordkeeping, and transaction fees, except fees required to be borne by the Trustee in connection with the investment of funds and except any loan processing fees.

The Plan Administrator will conduct periodic anti-discrimination tests as required by law and shall approve all hardship withdrawal requests.

Each Plan participant shall be furnished by the Plan Administrator with a summary Plan Description and full plan document at the time of enrollment in the plan. These documents shall be furnished at the expense of the Company.

The Plan must receive Internal Revenue Service approvals.

**Plan Information and Enrollment:**

The Plan Trustee will provide participants quarterly written reports of their account balances.

The Trustee will provide and distribute educational materials regarding the Plan to eligible employees.

Note: The above language is not prescriptive; it is understood that any IHB 401(k) program will follow the dictates and procedures as outlined by Consolidated Rail Corporation or its successors.

## **ARBITRARY PAYMENTS/ADDITIONAL COMPENSATION**

*Extracted from Article I – Engineer Incentive Compensation, as contained in Agreement dated November 1, 2008:*

### **Section A – Incentive Compensation for Working Weekends**

Effective May 1, 2009, Engineers who qualify per Article I, Section B will be compensated two (1) hour at the applicable straight time engineer rate of pay for service provided for each completed tour of duty that commences from 1900 on Friday through and including 0259 on Monday.

Note: Engineers providing service to the carrier such as but not limited to, book of rules, engineer recertification, engineer familiarization (qualification trips) and carrier-mandated training and/or safety classes that commences from 1900 on Friday through and including 0259 on Monday will be compensated per Article I, Section A.

### **Section B – Qualifying for Incentive Compensation for Working Weekend**

Effective January 1, 2009, and every quarter thereafter, Engineers who meet the terms and conditions set forth in the IHB Availability Policy dated August 1, 2005 for **each** of his/her three (3) monthly work brackets in a given quarter will be eligible to receive incentive compensation for working weekends for the following quarter.

Specifically:

Qualification first quarter: January-February-March earns credit for April-May-June.

Qualification second quarter: April-May-June earns credit for July-August-September.

Qualification third quarter: July-August-September earns credit for October-November-December.

Qualification fourth quarter: October-November-December earns credit for January-February-March.

### **Questions and Answers:**

- Q. How does an Engineer qualify for Working Weekend(s) Incentive Compensation?
- A. An Engineer must pre-qualify by meeting the terms and conditions of the IHB Availability Policy dated August 1, 2005 in the previous quarter.

- Q. An Engineer qualified for the first quarter (January, February, March) for Working Weekend(s) Incentive Compensation, but failed to meet the IHB Availability Policy in one (1) of the months in the first quarter. How will he/she be compensated?
- A. An Engineer will be compensated for the entire first quarter for each completed tour of duty that commences from 1900 on Friday through and including 0259 on Monday. An Engineer will not be qualified to receive incentive compensation for working weekend(s) in the following quarter.
- Q. Does a guarantee day(s) count as a start(s) in connection with availability, toward meeting the qualification for the Working Weekend(s) Incentive Compensation?
- A. Yes. Guarantee day(s) count as start(s) in connection with availability when qualifying for the Working Weekend(s) Incentive Compensation.

**Section C – Incentive Compensation for Working Twenty-Two (22) or More Starts in a Monthly Work Bracket**

Effective January 1, 2009, and every quarter thereafter, an Engineer who provides the carrier with twenty-two (22) or more tours of duty (starts) during his/her monthly work bracket for each of the three (3) monthly work brackets in a given quarter will be credited with a payment by the carrier to cover three (3) months of the Engineer's Health and Welfare Cost Sharing Contribution.

Note 2: Engineers who provide service to the carrier such as, but not limited to, Book of Rules, Engineer re-certification, Engineer familiarization (qualification trips) and carrier-mandated training and/or safety classes will be credited with a tour of duty (start) in application of Article I, Section C.

Note 3: Engineers marked up on an assignment that has been cancelled will be credited with a tour of duty (start) for each cancellation other than those assignment(s) regularly cancelled by the Crew Consist Notice, in application of Article I, Section C.

Note 4: Engineers will be credited with one (1) tour of duty (start) for each paid or unpaid vacation day in application of Article I, Section C.

Note 5: Engineers who do not work the day of a National Holiday but who qualify for holiday pay under the terms and conditions of the existing agreement(s) will be credited with one (1) tour of duty (start) for each holiday paid, in application of Article I, Section C.

Note 6: Engineers who provide less than four (4) hours of service during a tour of duty due to illness or personal reasons will not be credited with a tour of duty (start) in connection with the incentive compensation for working twenty-two (22) or more starts in a monthly work bracket, in application of Article I, Section C.



### Questions and Answers

- Q. How do Engineers qualify for the Health and Welfare Incentive Compensation?
- A. Engineers must pre-qualify by providing the Carrier with twenty-two (22) or more tours of duty (starts) within each month of his/her monthly work bracket for the previous quarter.
- Q. An Engineer qualified for the first quarter (January, February, March) for Health and Welfare Incentive Compensation, but failed to work twenty-two (22) tours of duty (starts) during one (1) of the months in the first quarter. How will he be compensated?
- A. An Engineer will be credited for each month in the entire first quarter for his/her Health and Welfare cost contribution (January, February, March). An Engineer will not be qualified to receive any credit for his/her Health and Welfare cost sharing contribution in the following quarter.
- Q. If an Engineer works on a holiday, does he/she get credit for two (2) tours of duty (starts) under Article I, Section C?
- A. No. An Engineer would receive credit for one (1) tour of duty (start) under Article I, Section C.
- Q. Do guarantee day(s) count as starts for Health and Welfare Incentive Compensation?
- A. No.
- Q. How much compensation will an engineer receive towards his/her Health and Welfare Cost Sharing Contribution?
- A. Engineers will be compensated with the full amount of his/her Health and Welfare Cost Sharing Contribution for each of the three (3) months in which he/she has qualified.

### Section D – Claim and Payment

Engineers shall be required to submit a time slip to receive compensation for the Working Weekend(s) Incentive and such compensation shall be made no later than the month following the last monthly work bracket in which the incentive is earned. Claims for payment will be faxed to a number as specified by Superintendent's Notice.

Engineers who qualify for the Health and Welfare credit will not be required to submit a time claim for compensation. Engineers will receive credit on his/her paycheck for each of the three (3) months he/she has earned credit following the qualifying quarter.

Note: Claim for incentive compensation will be available on any kiosk on IHB property at a date to be determined. Engineers will be notified by Superintendent's Notice.

## **CERTIFICATION PAY**

*Extracted from Arbitration Board No. 564, BLE vs NCCC, dated March 12, 1997:*

### **AWARD:**

Because the Rail Safety Improvement Act of 1988 imposed an additional responsibility on Locomotive Engineers this Arbitration Board finds that for each calendar day worked certified Engineers in yard and/or road service shall receive an allowance of \$5.00.

This certification allowance shall not be offset by any changes in switching allowances, initial terminal delay, final terminal delay or terminal runaround penalties.

This certification allowance shall remain in effect until a successor collective bargaining agreement is negotiated to the May 31, 1996 collective bargaining agreement or until the parties agree to do so otherwise.

*Extracted from Article VIII – Engineers Certification Pay, as contained Agreement dated May 1, 1997:*

All of the provisions contained in Arbitration Board 564 in connection with Engineer Certification Pay by and between the railroads represented by the NCCC and Employees of such railroads represented by the BLE is hereby agreed to and shall be incorporated into and made a part of this Agreement to the extent as if included herein.

## **LUNCH AGREEMENT**

*Extracted from Article IX – Lunch Period, as contained in Agreement dated May 1, 1997*

### **Section 1 – Lunch period for Locomotive Engineers working in outer belt transfer service**

An Engineer 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.

In the event an Engineer in outer belt transfer service is not afforded a lunch period during his tour of duty as specified (above), the lunch period shall be considered waived and that Engineer shall be paid thirty (30) minutes at the applicable overtime rate of pay in addition to any other compensation, in lieu thereof.

It is agreed that all members of the crew shall begin and end their lunch period as a unit.

It is agreed that all members of the crew shall be afforded an appropriate/reasonable facility for lunch.

## **Section 2 – Lunch period for Locomotive Engineers working in other than outer belt transfer service**

An Engineer 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.

In the event an Engineer in other than outer belt transfer service is not afforded a lunch period during his tour of duty as specified (above), the lunch period shall be considered waived and that Engineer 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 Engineer shall be allowed a lunch period as close to the four (4) hour period as service requirements permit, subject to the provisions as contained... herein.

In the event an Engineer in other than outer belt transfer service is not afforded a lunch period prior to ten (10) hours on duty, such Engineer shall be paid thirty (30) minutes at the applicable overtime rate of pay as provided for (above) in addition to thirty (30) minutes at the applicable overtime rate of pay as provided for (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.

It is agreed that all members of the crew shall begin and end their lunch period as a unit.

It is agreed that all members of the crew shall be afforded an appropriate/reasonable facility for lunch.

## **HEALTH AND WELFARE**

Note: Employees represented by the BLET are covered under the provisions of the Railroad Employees National Health and Welfare Plan. At the time of this compilation, such provisions are governed by ARTICLE III – HEALTH AND WELFARE as contained in the National Agreement dated January 5, 2012, which has been attached to this compilation.

### **BENEFITS ELIGIBILITY**

*Extracted from ARTICLE V – Benefits Eligibility of Agreement dated May 1, 1997:*

#### **Section 1 – Health and Welfare Plan**

The Railroad Employees National Health and Welfare Plan (“the Plan”) is amended, effective May 1, 1997, as provided in this Section. In order for an Eligible Employee (as defined by the Plan) to continue to be covered by the Plan during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the “qualifying month”), such employee must have rendered service compensated service on, or received vacation pay for at least one (1) calendar day during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for the purposes of this Section. Existing Plan provisions pertaining to

eligibility for and termination of coverage not specifically amended in this Section shall continue in effect.

## **DENTAL BENEFITS**

*Extracted from ARTICLE III of the May 1, 1997 Agreement:*

### **SECTION 1 – CONTINUATION OF PLAN**

The benefits now provided under the Railroad Employees National Dental Plan (Dental Plan), modified as provided in Section 2 below, will be continued subject to the provisions of the Railway Labor Act, as amended.

### **SECTION 2 – ELIGIBILITY**

Existing eligibility requirements under the Dental Plan are amended, effective May 1, 1997, to provide for an employee and his eligible dependents (as defined in the Dental Plan) during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month"), such employee must have rendered compensated service on, or received vacation pay for at least one (1) calendar day during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for the purposes of this Section. Existing Dental Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Section shall continue in effect.

### **SECTION 3 – BENEFIT CHANGES**

The following changes will be made effective as of January 1, 1999:

The maximum benefit (exclusive of any benefits for orthodonture) which may be paid with respect to a covered employee or dependent in any calendar year beginning with calendar year 1999 will be increased from \$1000 to \$1500.

The lifetime aggregate benefits payable for all orthodontic treatment rendered to a covered dependent, regardless of any interruption in service, will be increased from \$750 to \$1000.

The exclusion from coverage for implantology (including synthetic grafting) services will be deleted and dental implants and related services will be added to the list of Type C dental services for which the (Dental) Plan pays benefits.

Repair of existing dental implants will be added to the list of Type B dental services for which the (Dental) Plan pays benefits.

One application of sealants in a calendar year for dependent children under 14 years of age will be added to the list of Type A dental services for which the Plan pays benefits.

The Plan will pay 80%, rather than 75%, of covered expenses for Type B dental services.

The Plan will establish and maintain an 800 telephone number that employees and dependents may use to make inquiries regarding the plan.

## **VISION CARE**

Additional information on Vision Care coverage can be found in ARTICLE IV of the 1996 National (Core) Agreement on the BLET National website, Members Area.

*Extracted from ARTICLE III – Dental Benefits of Agreement dated May 1, 1997:*

### **SECTION 1 – ESTABLISHMENT AND EFFECTIVE DATE**

The railroads will establish a Vision Care Plan to provide specified vision care benefits to employees and their dependents, to become effective January 1, 1999 and to continue thereafter subject to provisions of the Railway Labor Act, as amended, according to the following provisions:

### **ELIGIBILITY AND COVERAGE**

Employees and their dependents will be eligible for coverage under the (Vision Care) Plan beginning on the first day of the calendar month after the employee has completed a year of service for a participating railroad, but not earlier of the first day of January 1999. An eligible employee who renders compensated service on, or receives vacation pay one (1) calendar day in a calendar month will be covered under the (Vision Care) Plan, along with his/her eligible dependents during the immediately succeeding calendar month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section.

### **MANAGED CARE**

Managed Vision Care networks that meet standards developed by the NCCC concerning quality of care, access to providers, and cost effectiveness, shall be established wherever feasible. Employees who live in a geographical area where a managed vision care network has been established will be enrolled in a network along with their covered dependents. Employees enrolled in a managed vision care network will have a point of service option allowing them to choose an out of network provider to perform any vision care service covered by the plan they need. The benefits provided by the Plan when the services are performed by in network providers will be greater than the benefits provided by the Plan when the services are performed by providers who are not in network providers, including providers in geographic areas where a managed vision care network has not been established. These two sets of benefits will be described in the table (see 1996 National Agreement or May 1, 1997 System Agreement).

## **SECTION 2 – ADMINISTRATION**

The Vision Care Plan will be administered by the NCCC, which will bear the same responsibilities and perform the same functions as it does with respect to The Railroad Employees National Dental Plan, including the development of detailed plan language describing the Plan's eligibility except as modified herein, coverage, benefit and other provisions.

### **THIRD PARTY PHYSICIAN**

*Extracted from Agreement dated June 4, 1953:*

If... an Engineer is removed from service or has been restricted as to service, and he/she feels that such action is not warranted, he may, through his/her General Chairman, or the Company may request that the procedure outlined below be followed:

A physician selected by the General Chairman and a physician selected by the management will select a third physician. Such third physician will examine the Engineer and render a report to the parties within a reasonable time describing such Engineer's physical condition and giving his opinion as to the fitness of such Engineer to return to service and perform the duties of an Engineer. Report of such third physician will be accepted by the parties as final, and in the event the third physician finds that such Engineer is physically qualified to work as an Engineer he/she will be promptly returned to service and so as to minimize the loss of time, or if in restricted service will be permitted to work in other service which he is qualified as promptly as arrangements can be made.

The parties hereto are agreed that if the procedure herein is followed then one-half of the fee of the third physician and such other medical or hospital expenses incidental to the examination incurred by direction of such third physician will be assumed and paid by the Company and one-half of such fee and expenses will be paid by the Organization.

### **PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES**

*Extracted from ARTICLE IV of National Agreement dated March 10, 1969:*

Where employees sustain personal injuries or death under the conditions set forth in (Covered Conditions) below, the carrier will provide and pay such employees, or their personal representatives, the applicable amounts set forth in (Payments to be Made) below, subject to the provisions of other paragraphs in this Article.

#### **COVERED CONDITIONS:**

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are either deadheading under orders or being transported at carrier expense.

**PAYMENTS TO BE MADE:**

In the event that any one of the losses (below) results from an injury sustained directly from an accident covered (above) and independently of all other causes and such loss occurs or commences within the time limits set forth (below), the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA 23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

*Extracted from Article IX of Agreement dated August 1, 2005:*

**ACCIDENTAL DEATH OR DISMEMBERMENT**

The carrier will provide for loss of life or dismemberment occurring within 120 days after the date of an accident covered (in Covered Conditions above):

<u>Loss of Life:</u>	\$300,000
<u>Loss of Both Hands:</u>	\$300,000
<u>Loss of Both Feet:</u>	\$300,000
<u>Loss of One Hand and One Foot:</u>	\$300,000
<u>Loss of One Hand and Sight of One Eye:</u>	\$300,000
<u>Loss of One Foot and Sight of One Eye:</u>	\$300,000
Loss of One Hand or One Foot or Sight:	\$300,000

“Loss” shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints, with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any once incident.

*Extracted from ARTICLE IV of National Agreement dated March 10, 1969:*

**MEDICAL AND HOSPITAL CARE**

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after the accident covered under (Covered Conditions) of injuries incurred as a result of such accident, subject to limitation of \$3000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA 23000 of the Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

*Extracted from Article IX of Agreement dated August 1, 2005:*

**TIME LOSS**

The carrier will provide an employee who is injured as a result of an accident covered under (Covered Conditions) commencing within 30 days after such accident 80% of the employee’s basic full time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1000 per week for time lost during a period of 156 continuous weeks following such accident provided,

however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

Note: The full Agreement referenced above can be found on the BLET National website, ble-t.org, Members Area, and is referred to as the 1969 National Agreement, with the most recent amendments being found in System Agreement dated August 1, 2005.

## **HOLIDAYS**

### **NATIONAL HOLIDAY AGREEMENT**

*Extracted from Article I of National Agreement dated June 25, 1964 with amendments added and appropriate language abrogated:*

#### **Section 1**

For purpose of this Agreement, the work week for extra yard service employee shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

Note: This work week shall not be applied to yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

Yard service employees who work on any of the ~~seven~~ (eleven) specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.



however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

Note: The full Agreement referenced above can be found on the BLET National website, ble-t.org, Members Area, and is referred to as the 1969 National Agreement, with the most recent amendments being found in System Agreement dated August 1, 2005.

## **HOLIDAYS**

### **NATIONAL HOLIDAY AGREEMENT**

*Extracted from Article I of National Agreement dated June 25, 1964 with amendments added and appropriate language abrogated:*

#### **Section 1**

For purpose of this Agreement, the work week for extra yard service employee shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

Note: This work week shall not be applied to yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

Yard service employees who work on any of the ~~seven~~ (eleven) specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Section 2

- (a) Each regularly assigned Engineer, Fireman, Hostler and Hostler Helper represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays ~~when such holidays fall on the assigned work day of the work week of the individual employee:~~

- New Year's Day
- Washington's Birthday
- Good Friday (Birthday added 1969, changed 1975)
- Decoration Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- The day (Friday) after Thanksgiving day (added 1982)
- Christmas Eve (added 1975)
- Christmas Day
- New Year's Eve (the day before New Year's Day is observed)
- ~~Veteran's Day~~ (added 1971, deleted 1982 for New Year's Eve)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

Note: When any of the above listed holidays fall on a Sunday, the day observed by the State or Nation shall be considered a holiday.

- (b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate of pay for the basic day.
- (c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday, ~~and the~~

~~holiday falls on a workday of the assignment.~~ If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding.

- (d) Omitted for lack of relevancy.
- (e) That part of all rules, agreements, practices, or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.
- (f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

### Section 3

The following provisions shall apply to extra Engineers, Firemen, Hostlers and Hostler Helpers represented by an organization party hereto on seniority rosters that confine exercise of seniority to a particular yard or yards:

- (a) Extra Engineers, Firemen, Hostlers, and Hostler Helpers represented by an organization party hereto on seniority roster which confine the exercise of their seniority to a particular yard or yards, who meet the qualifications provided in paragraph (c) of this Section 3 shall receive on basic day's pay at the pro-rata rate on each of the following holidays:

- New Year's Day
- President's Day (Substituted for Washington's Birthday ?)
- Good Friday (Birthday added 1969, changed 1975)
- Memorial Day (Substituted for Decoration Day?)
- Fourth of July
- Labor Day
- Thanksgiving Day
- The day (Friday) after Thanksgiving day (added 1982)
- Christmas Eve (added 1975)
- Christmas Day
- New Year's Eve (the day before New Year's Day is observed)
- ~~Veteran's Day~~ (added 1971, deleted 1982 for New Year's Eve)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

Note: When any of the above-listed holidays falls on a Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, an extra yard service employee must:
- (1) Perform yard service on the calendar days immediately preceding immediately following the holiday and be available for yard service the full calendar day on the holiday, or
  - (2) Be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or
  - (3) If such employee cannot qualify under Section 3 (b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be available on the other day or days.

Note: For the purpose of Section 3 (b), (1), (2), and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service within that yard in accordance with rules and practices on the carrier.

- (c) For purposes of this Section 3, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

Note: This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday or Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

- (d) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed herein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.
- (e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

Note 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employee and (2) he meets the qualifications set forth in paragraph (c) of Section 2 on the day or days he is a regularly assigned yard

service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

Note 2: The term "yard service" as used herein applies to only yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

*Extracted from National Agreement dated March 10, 1969:*

When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his work days immediately preceding or following the vacation periods. In road service, lost days preceding or following the vacation period due to away-from-home operation of the individual's run shall not be considered to be work days for qualifying purposes.

#### **SYSTEM HOLIDAY AGREEMENTS**

*Extracted from Agreement dated November 5, 1980:*

Engineers, working under a 22 Start agreement, who are regularly assigned to assignments bulletined to work 5 or 6 days per week, and who lay-in with such regularly assigned jobs on the days such assignments are not scheduled to work, will not be disqualified from receiving the holiday pay arbitrary allowance provided under the national holiday pay agreements as long as they work such regular assignment on the last scheduled work day prior to the holiday, the holiday (if the job is worked), the first scheduled work day after the holiday, and they do not voluntarily change jobs during that period of time.

#### **HOLIDAY AVAILABLE BOARD**

*Extracted from Letter of Agreement dated November 30, 2001:*

This shall confirm our understanding reached during our conference held in Hammond, Indiana on November 30, 2001, that in the event a regularly assigned Engineer(s) is cancelled on his/her regular assignment the day preceding the holiday, the day of the holiday and/or the day following the holiday, each Engineer(s) may remain on that assignment as cancelled and shall be qualified for the purpose of receiving holiday pay.

Additionally, in the event a regularly assigned Engineer(s) is bumped from his/her regular assignment the day preceding the holiday, the day of the holiday and/or the day following the holiday, such Engineer(s) shall not be required to exercise his/her seniority on that day and shall be qualified for the purpose of receiving holiday pay, however, such Engineer(s) shall be required to be available to perform service on that day for the carrier, if called upon, in order to meet the requirements of the service. In the event such Engineer(s) is required to perform service on the day preceding the holiday, the day of the holiday and/or the day following the holiday, such Engineer(s), who elected to utilize this Agreement, shall be called in reverse seniority order to perform service on that day for the carrier. In

the event such Engineer(s), who elected to utilize this Agreement, are not available if called upon to perform service for the carrier on that day, such Engineer(s) shall not qualify for the purpose of receiving holiday pay.

Furthermore, a regularly assigned Engineer(s) may request to lay off on his/her regular assignment on the actual day of the holiday and shall qualify for the purpose of receiving holiday pay, however, this layoff request/permission shall be granted at the sole discretion of the carrier.

Note 1: A holiday, as referred to herein, is made in reference to paid holidays as provided for in the National Holiday Agreement, as amended.

Note 2: Except as provided for herein, all of the terms and conditions as contained in the National Holiday Agreement, as amended, shall remain in full force and effect.

*To better understand how the above language is used in practice, read the following excerpt from Letter of Understanding dated August 30, 2011:*

The following interpretation of the (agreement above) shall apply henceforth:

#### Section 1

In the event a regularly assigned Engineer is cancelled on his/her regular assignment for the day preceding the holiday, the day of the holiday, and/or the day following the holiday, each Engineer may remain on that assignment as cancelled and **shall** be qualified for the purpose of receiving holiday pay.

Note: Engineers may exercise their seniority once cancelled and shall remain qualified for the purpose of receiving holiday pay.

#### Section 2

- (a) In the event a regularly assigned Engineer is displaced (bumped) from his/her regular assignment scheduled to work on the day preceding the holiday, the day of the holiday, and/or the day following the holiday, such Engineers **shall not** be required exercise his/her seniority for the duration of the holiday period and **shall** remain qualified for the purpose of receiving holiday pay. In addition, Engineers exercising their seniority to an assignment going on duty the day following the holiday period **shall** remain qualified for the purpose of receiving holiday pay.
- (b) Furthermore, in the event a regularly assigned Engineer(s) utilizes the provisions of this Section 2, he/she shall be required to be available to perform service throughout the holiday period, if called upon, in order to meet the requirements of the service, provided that the Engineers' extra board has been exhausted. In the event that such Engineer(s), who elected to utilize Section 2 of this Agreement, is required to perform service during the holiday period, such Engineer(s) shall be called in reverse seniority order to perform service throughout the holiday period. In the event that such Engineer(s) who utilize Section 2 of this Agreement are not available when called, such Engineer(s) shall not qualify for the purpose of receiving holiday pay.

Note 1: Engineers shall not be called on perform service to the carrier under this Section 2 (b) until all Locomotive Engineer extra boards have been exhausted.

Note 2: Engineers who are called to perform service to the Carrier under this Section 2 (b) shall be given no less than two hours notice.

Note 3: Engineers who are not available when called under this Section 2 (b) shall not be subject to disciplinary action.

### **Section 3**

- (a) In the event a regularly assigned Engineer returns to work after the federally mandated forty-eight hours of rest, and the assignment that the Engineer is returning to is cancelled, such Engineer shall be afforded the opportunity to exercise their options under Section 2 above.
- (b) In the event a regularly assigned Engineer returns to work after that federally mandated forty-eight hours rest, and such Engineer has been displaced from his/her regular assignment, he/she may remain on the bump board for the duration of the holiday period and shall qualify for the purpose of receiving holiday pay.

### **Section 4**

A regularly assigned Engineer(s) may request to layoff from his/her regular assignment on the actual day of the holiday and shall qualify for the purpose of receiving holiday pay, however, this layoff request shall be granted at the sole discretion of the carrier.

Note 1: A holiday period, as referred to herein, is used to reference a specific period of time including the calendar day preceding the holiday, the calendar day of the holiday, and the calendar day following the holiday.

Note 2: A holiday, as referred to herein, is mad in reference to paid holidays as provided for in the National Holiday Agreement, as amended.

Note 3: Except as provided herein, all terms and conditions as contained in the National Holiday Agreement, as amended, shall remain in full force and effect.

### **Section 5**

- (a) The provisions as contained in this understanding, Section 1 through and including Section 5, may be cancelled by either party upon written notice at any time, but not before January 3, 2012, and not after March 30, 2012.
- (b) In the event a cancellation notice is served consistent with the requirements contained in "paragraph a" above, all of the provisions articulated within this Understanding shall automatically cancel thirty days from the date such notice is presented, and the parties

signatory hereto shall revert to compliance with the November 30, 2001 Letter of Understanding, as written.

- (c) In the event that no cancellation notice is served consistent with "paragraph a" above, both parties signatory hereto shall meet for the purpose of modifying or amending any portions of this Understanding no later than April 30, 2012.
- (d) In the event that both parties signatory hereto remain in agreement that this Understanding should remain in effect beyond May 30, 2012, this Understanding shall be adopted in full until revised or abrogated congruent with the applicable provisions of the Railway Labor Act, as amended.

## **VACATION**

*Extracted from the National Vacation Agreement, as amended:*

### Section 1(a) – One Week

Each employee will be qualified for an annual vacation of one week with pay, or in lieu thereof, if during the preceding calendar year the employee renders service amounting to 120 qualifying days.

### Section 1(b) – Two Weeks

Each employee, having two or more years of continuous service with the employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service amounting to 110 qualifying days.

### Section 1(c) – Three Weeks

Each employee having eight or more years of continuous service with the employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service amounting to 100 qualifying days.

### Section 1(d) – Four Weeks

Each employee, having seventeen or more years of continuous service with the employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service amounting to 100 qualifying days.

### Section 1(e) – Five Weeks

Each employee, having twenty-five or more years of continuous service with the employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service amounting to 100 qualifying days.



#### Section 1(g) – Extra Board/Injured on Duty

Calendar days on which an employee assigned to an extra list is available for service and on days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

Note: Calendar days included in this Section 1(g) shall not be subject to the 1.3, 1.4, or 1.6 ratios used above. Therefore, contact your representative if this provision may apply to you for proper calculation of service rendered.

#### Section 1(h) – Discharged and Reinstated

Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for a vacation during the following year, and likewise in the determination of the number of weeks afforded for continuous service.

#### Section 1(i) – Combined Service

Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

#### Section 1(j) – Military Service

In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

#### Section 1(k) – Military Service 2

In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the calendar year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the

Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Sections 1(a), (b), (c), (d), or (e) and (j) hereof.

#### Section 1(l) – Military Service 3

In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in the following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Sections 1(a), (b), (c), (d), or (e) and (j) hereof.

#### Section 2 – Payment

Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

#### Section 2(a) - Payment

An employee receiving vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee on the carrier on which he qualified under Section 1 during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic day's pay at the rate of the last service rendered.

#### Section 4 – Time Off

Time off on account of vacation will not be considered as time off on account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

#### Section 6 – Calendar Year/Seniority

Vacations shall be taken between January 1<sup>st</sup> and December 31<sup>st</sup>; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with the requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. In any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

### Section 7 – Accumulation

Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at the end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

### Section 8 – Termination of Employed Status

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefore under Section 1. If an employee entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

### Section 9 – Additional Vacation

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days and he may be entitled to receive under an existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

### VACATION DAYS AS STARTS

*Extracted from Article VI of the November 1, 2008 Agreement:*

Engineers will have the option of counting paid and unpaid vacation days as tours of duty (starts) in connection with the 22-Start Agreement dated February 15, 1966.

Note 1: The provisions set forth above will apply to vacation days taken weekly or by single days.

Note 2: Engineers must declare when making their annual vacation bid for the following calendar year as to whether they elect to have their vacation days count as tours of duty (starts). Engineers who fail to declare their intentions when making their annual request for vacation will not have their vacation days count as tours of duty (starts).

## **BEREAVEMENT LEAVE**

*Extracted from Article XI of Agreement dated April 15, 1983:*

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse, or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

An employee will have the following options in deciding when to take bereavement leave:

Three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty.

Three consecutive calendar days, ending the day of the funeral service.

Three consecutive calendar days ending the day following the funeral service.

Three days for each separate death, however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

For the purpose of bereavement leave, half-brothers and half-sisters are considered brothers and sisters, respectively.

For the purpose of bereavement leave, stepbrothers, stepsisters, stepparents and stepchildren are not relations covered unless legally adopted.

Bereavement leave shall not be paid to an employee on vacation.

Bereavement leave shall not be paid in addition to holiday payment. Only one (1) basic day shall be paid per day of bereavement leave.

## **JURY DUTY**

*Extracted from Article X of National Agreement dated May 13, 1971:*

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed to him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the organizations in lieu of this rule by the General Chairman or General Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

*Extracted from Public Law Board No. 1554, Case No. 7, Award No. 5:*

Under accepted rules of contract construction a special rule takes precedence over a general rule relating to the same subject matter when the two conflict. Article X is such a special rule. It therefore takes precedence over the so-called "22-Start Agreement" upon which the carrier in this case relies as a defense to the claim.

The language of Article X, moreover, is clear and unambiguous on its face. It clearly does not mean that a covered employee's actual time lost must be computed in terms of work days lost; rather it expressly speaks of calendar days lost as a basis for that computation. Calendar days would, of course, include those days of jury service which prevented the employee from exercising his optional contractual rights to work or not; they also would include vacations, holidays, rest days, etc. The rule, therefore, is far more inclusive than the carrier suggests when it would limit the claimant's right to reimbursement for time lost to the number of days the claimant could have worked under the "22-Start Agreement."

In view of the foregoing, the claim must be sustained.

## **MARK-UP RULES**

### **22-START MORATORIUM**

*Extracted from Side Letter #8 of System Agreement dated August 1, 2005:*

This will confirm our understanding reached during our negotiations of the August 1, 2005 Agreement that when all "Protected Employees" i.e., all IHB Yardmen that were employed on or prior to October 1, 1992, have been attrited for reasons such as but not limited to death, retirement, or resignation, or disability that renders a Yardman unable to perform his/her duties as a Yardman, the "Twenty-Two (22) Start Agreement" as it currently applies to Engineers shall be abrogated in its entirety and the "Gibson Five Day Work Week" as contained in the GENERAL LABOR AGREEMENT by and between the INDIANA HARBOR BELT RAILROAD COMPANY and the UNITED TRANSPORTATION UNION shall apply. The Carrier and the Organization may implement a Five Day Work Week other than the "Gibson Five Day Work

Week”, however, this shall be achieved by mutual agreement between the Parties signatory hereto. This Agreement shall be implemented within one hundred and eighty (180) consecutive calendar days from the date that pure attrition in connection with Yardmen is achieved.

Furthermore, this will confirm our understanding reached during our negotiations of the August 1, 2005 Agreement that the Twenty-Two Start Agreement as it applies to Engineers as contained in the GENERAL LABOR AGREEMENT by and between the UTU shall not be subject to negotiations therefore, the Parties to this Agreement shall not serve nor progress any notice or proposal for changing any of the specific provisions as contained in the Agreements identified in this Side Letter #8 until all IHB Yardmen that were employed, on or prior to October 1, 1992 have been attrited for reasons such as but not limited to death, retirement, resignation or disability that renders a Yardman unable to perform his/her duties as a Yardman. However, the Parties may negotiate changes to the aforementioned subject matters by mutual agreement.

### **ASSIGNMENTS**

*Extracted from "Wage Schedule and Working Conditions Applicable to Locomotive Engineers, Effective August 1, 1928 (Corrected to February 1957):*

#### **ARTICLE 7 – ASSIGNMENTS**

Engineers shall be assigned for fixed period of time which shall be for the same hours daily for all regular members of the crew. So far as is practicable assignments shall be restricted to 8 hours work.

#### **ARTICLE 8 – STARTING TIME**

Regularly assigned yard Engineers shall each have a fixed starting time and the starting time of Engineers shall not be changed without at least 48 hours advance notice.

Where three (3) eight hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30AM and 8:00AM the second, 2:30PM and 4:00PM and the third 10:30PM and 12:00AM (midnight).

Where two (2) shifts are worked in continuous service the first shift may be started during any one of the periods named in the paragraph above.

Where two shifts are not working in continuous service, the time for the first shift to begin work will be between the hours of 6:30AM and 10:00AM, the second not later than 10:30PM.

Where an independent assignment is worked regularly, the starting time will be during one of the periods described above.

At points where only one yard crew is regularly employed, they can be started at any time, subject to the provisions above.

### **MARKING UP – TIME LIMITS**

*Extracted from June 8, 1973 Agreement:*

Regularly assigned Engineers marked off or otherwise not working for less than thirty (30) days or Engineers returning from a five (5) week vacation period will be required to report at least four (4) hours in advance of the assigned starting time of their assignment when marking up to return work.

Engineers who have not performed service for thirty (30) days or more, except as provided in the paragraph above, must give at least twelve (12) hours notice upon returning to service to take a regular assignment.

### **MARKING UP – EXERCISING SENIORITY THOUGH NOT DISPLACED**

*Extracted from System Agreement dated October 15, 1974:*

Engineers wishing to make a bump, though not displaced, must give at least twelve (12) hours notice from the on duty time of the new assignment of their desire to take that assignment.

Engineers will not be permitted to make a bump which would allow them to make two (2) starts in any one calendar day.

Engineers taking a new assignment must work that assignment on their next departure unless prevented from doing so account insufficient rest under the Hours of Service Law, in which case they must remain on the assignment last worked, unless bumped (in which case they would be handled under the bump rule), or, he will stay on the new assignment if permitted off for one (1) day or more.

Engineers will not be permitted to pick an assignment more than twenty-four (24) hours prior to that assignment's on duty time.

### **TEMPORARY VACANCIES**

*Extracted from Side Letter #6 of System Agreement dated August 1, 2005:*

A temporary vacancy (first day vacancy) on an assignment such as but not limited to Regular Yard Assignments, Yard Transfer Assignments, Outer Belt Transfer Assignments and/or Pilot Assignments which are created by a regular man marked off for any reason shall be filled on the first day by the senior Engineer requesting that assignment.

### **MONTHLY WORK PERIOD (RETURN TO SERVICE)**

*Extracted from Letter of Understanding dated January 16, 2008:*

Engineer(s) must return to their regular assignments or return to another assignment, including the extra board, through the exercise of seniority, for the first day of their monthly work period. An engineer may, upon return, request to lay-off for Day 1 of his/her monthly work period; however, this lay off shall be granted at the sole discretion of the carrier.

Engineers who fail to comply with the procedures as outlined above will receive a letter of instruction for a first time offense. Engineers who continue to fail to exercise their seniority in accordance with this agreement will be disciplined as set forth in the current System Discipline Policy dated April 1, 1985. The discipline set forth by virtue of this Agreement shall remain separate and will not be combined with any other discipline on an Engineer's personal work record.

Engineers who fail to return on the first day of their monthly work period for any of the following reasons will not be disciplined for his/her absence as outlined herein:

- a. Vacation
- b. Attending an investigation/hearing
- c. Attending court
- d. Jury duty
- e. Book of rules/examinations/re-examinations and/or safety classes
- f. Bereavement
- g. Union business
- h. Approved leave under the Family Medical Leave Act
- i. Sickness/illness provided a written doctor's excuse is submitted
- j. Exercising displacement rights (bump board)
- k. Cancelled assignment.

#### **UNINTERRUPTED REST**

*Extracted from Letter of Understanding dated December 20, 2011:*

This shall confirm our understanding reached during conference held at the Gibson Main Office in Hammond, Indiana on December 20, 2011, regarding the implementation and maintenance of a "Do Not Call" option with regard to crew dispatchers interrupting the federally mandated rest of Locomotive Engineers. The following guidelines shall be used to govern the actions of Locomotive Engineers electing to exercise their option to be placed on a "Do Not Call" list:

1. Locomotive Engineers shall have the option of placing themselves on a "Do Not Call List."
2. Engineers exercising their option to be placed on the list shall not have their rest interrupted by the Carrier.
3. It shall be incumbent upon the Engineers to notify themselves of cancellations, displacements, or any other pertinent information that the carrier would normally provide if the Engineers were rested.
4. Engineers exercising their option to be placed on the "Do Not Call" list shall remain on the list for a minimum of thirty (30) days.
5. Engineers who remove themselves from the "Do Not Call" list shall not be eligible to be placed on the list for thirty (30) days.



## BUMP BOARD

*Extracted from System Agreement dated October 15, 1974:*

Engineers displaced, either by bump or by the abolishment of an assignment (one taken off or one which no longer exists), will be notified as soon as possible and may exercise seniority to a new assignment by giving notice of not less than two (2) hours from the on duty time of the new assignment.

Engineers on assignments cancelled for one (1) day or more may stay on that assignment for the cancellation period or he may exercise his seniority to a new assignment in accordance with the above procedures.

*Extracted from System Agreement dated November 22, 1974:*

Engineers holding a regular job who desire to mark up on the extra board must do so within one (1) hour from the off duty time of their previous assignment, otherwise they will not be permitted to take to the extra board. Such Engineers who go to the extra board will be placed thereon as of the time of his last off duty time.

*Extracted from Letter of Understanding dated December 28, 2007:*

Locomotive Engineers shall be allowed to remain on the bump board for a period of twenty-four (24) consecutive hours.

Note: A Locomotive Engineer's stay on the bump board shall commence no earlier than his/her tie up time of such assignment.

A regular assigned Engineer who has been placed on the Guaranteed Extra Board at the expiration of his/her 24-hour bump notification, and who does not make a departure off the Guaranteed Extra Board within 24 hours of his/her placement on the Guaranteed Extra Board may mark up on a regular assignment provided said Engineer gives a minimum twelve (12) hour notice from the on-duty time of the regular assignment on which the Engineer wishes to mark up. Engineers who fail to exercise seniority in accordance with the above procedure will be required to work at least one departure from the Guaranteed Extra Board.

*Extracted from Letter of Understanding dated November 1, 2006:*

An Engineer's stay on the bump board shall commence from the time he/she is personally notified by the crew dispatcher by telephone.

*Extracted from Letter of Understanding dated December 28, 2007:*

In the event a Locomotive Engineer logs on to the carrier's computer system using an off-property computer and such Locomotive Engineer receives notification that he/she is bumped (displaced), that method of notification shall serve as personal notification.

Note 1: A Locomotive Engineer's stay on the bump board shall commence at the time such Locomotive Engineer is notified of his/her bump using an off property computer.

Note 2: A Locomotive Engineer shall not be required to use any off property computer.

Note 3: A Locomotive Engineer shall not be required to own a personal computer.

### **OUTER BELT CANCELLATIONS**

*Extracted from Memorandum of Agreement dated February 16, 1994:*

#### **ARTICLE I**

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island and/or Gibson is cancelled on any given calendar day in excess of one (1) cancellation per calendar week (12:00 midnight, Monday through and including 11:59PM Sunday) per individual assignment, the regularly assigned Engineer on such cancellation shall be paid one day's pay at the Engineer's overtime rate of pay and such Engineer shall be credited with a start as if the cancellation was a regular tour of duty. In order to qualify for such payment, the Engineer must remain on the Outer Belt Transfer Assignment on the day of the cancellation. Such Engineer shall not be required to submit a time slip to receive this payment.

Note: In the event an Outer Belt Transfer Assignment is cancelled in a given calendar week due to an emergency such as but not limited to a tornado, flood, snow storm, earthquake, major derailment, or strike, the provisions set forth in this Article shall not apply.

#### **ARTICLE II**

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island, and/or Gibson is cancelled on a holiday, the provisions as set forth in Article I shall not apply.

#### **ARTICLE III**

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island, and/or Gibson is cancelled the day preceding the holiday and/or the day following the holiday, such Engineer may remain on the assignment as cancelled and shall be qualified for the purpose of receiving holiday pay.

*Extracted from Memorandum of Agreement dated July 7, 1959:*

It is agreed that Engineers will be given as much advance notice as possible when their runs are to be cancelled. In no case shall such notice be less than three (3) hours.

## REST DAY PROGRAM

### SCOPE OF REST DAY PROGRAM

*Extracted from System Agreement dated June 19, 2008:*

Engineers will have the option of working five (5) consecutive tours of duty (starts) in a seven (7) day period with two (2) consecutive rest days off, or six (6) consecutive tours of duty (starts) in a seven (7) day period with one (1) day off as an alternative to the "22 Start Agreement," dated February 16, 1966.

Engineer participation in the Rest Day Program is strictly voluntary. Engineers interested in participating in this Rest Day Program will notify his/her designated Union Officer by phone or fax three (3) days prior to the start of his/her monthly work bracket providing designated Union Officer with three (3) rest day choices, in order of preference

### REST DAY PROGRAM, PARAMETERS:

The carrier will establish a minimum of five (5) two (2) consecutive day rest periods for each monthly work bracket as contained in the "22 Start Agreement."

Engineers will be afforded the opportunity to bid on the following combination of rest days provided only one (1) Engineer may be assigned to any of the rest day combinations set forth below for each monthly work bracket.

(Saturday-Sunday) (Sunday-Monday) (Monday-Tuesday) (Tuesday-Wednesday) (Wednesday-Thursday)  
(Thursday-Friday) (Friday-Saturday)

The carrier will establish a minimum of two (2) one (1) day rest periods for each monthly work bracket.

Engineers shall be afforded the opportunity to bid on the following single rest days, provided only one (1) Engineer may be assigned to any of the single rest day set forth below for each monthly work bracket.

(Saturday) (Sunday) (Monday) (Tuesday) (Wednesday) (Thursday) (Friday)

Engineers will be required to bid and/or re-bid his/her choice of assigned rest day(s) on a monthly basis.

Engineers who elect to bid for assigned rest day(s) will be selected in seniority order in conjunction with his/her monthly start bracket and will begin his/her rest day(s) when assigned day(s) become first available in his/her monthly work bracket. Engineers will start his/her rest days on the first day of his/her monthly work bracket regardless if only one (1) rest day is available at the beginning of his/her monthly work bracket.

Engineers who are displaced (bumped) while on his/her assigned rest day(s) will be notified by the crew dispatcher of such displacement no earlier than 1201PM on his/her last assigned rest day.

Engineers displaced (bumped) prior to his/her assigned rest days will have, upon the expiration his/her rest day(s) a two (2) hour mark-up when selecting a work assignment. The two (2) hour mark-up will apply on the Engineer's first scheduled day back to work after his/her rest day(s).

Engineers awarded assigned rest day(s) under the terms and conditions of the Rest Day Program will not combine his/her rest day(s) with any regular assignments scheduled rest day(s) for the purpose of having more than one (1) day off while participating in the one (1) day off while participating in the one (1) day off Rest Day Program, or two (2) days off while participating in the two (2) day off Rest Day Program.

Engineers who receive notification that his/her regular assignment has been cancelled the day before and/or the day after his/her scheduled rest day(s) may remain on the cancelled assignment without penalty.

Engineers will qualify for holiday pay if he/she meets all the applicable provisions of the holiday agreement in effect.

Engineers with assigned rest day(s) may mark up available on their assigned rest day(s) as provided for in the 22 Start Agreement, as amended.

Engineers who fail to comply with the terms and conditions outlined in this Agreement will be restricted from participating in the Rest Day Program for his/her next two (2) monthly work brackets.

Engineers participating in the Rest Day Program will be required to mark-off with the crew dispatcher the prior to his/her assigned rest day(s) for all assigned rest days during his/her entire monthly work bracket and mark up with the crew dispatcher the day after his/her assigned rest day(s).

Engineers participating in the Rest Day Program will be expected to comply with all provisions of the August 1, 2005 Agreement, Article VII – Engineer Availability.

This Agreement shall not be construed and/or interpreted as changing any of the specific provisions as contained in the 22 Start Agreement, dated February 16, 1966, between the IHB and its employees represented by the BLET. All provisions of the 22 Start Agreement will remain in full force and effect.

This Agreement may be modified by agreement between the parties for a period of one hundred eighty (180) days from the date of this Agreement, or until December 17, 2008.

*Extracted from Letter of Understanding dated August 20, 2008:*

This will confirm our understanding reached during our conference of August 7, 2008, regarding the Assigned Rest Day Program.

IT IS AGREED:

Engineers participating in the Assigned Rest Day Program, effective June 19, 2008, will be allowed to mark off for rest as provided for in the 22 Start Agreement, dated February 15, 1966, after the

completion of his/her 22<sup>nd</sup> tour of duty (start) providing he/she has given the carrier 22 straight time tours of duty (starts) within his/her monthly work bracket.

Book of rules and/or Engineer Recertification and any other combination of Engineer service such as but not limited to Engineer Pilot service and/or Engineer familiarization trip(s) will count as tours of duty (starts) in connection with the calculation of 22 straight time starts within his/her monthly work bracket.

Engineers who are compensated at the time and one-half rate of pay for any reason during his/her regular tour of duty, such as but not limited to holiday pay or diversion pay, will have these day(s) count as tours of duty (starts) in connection with the calculation of 22 straight time starts within his/her monthly work bracket.

Engineers working assigned rest day(s) shall be credited with one start(s) for each assigned rest day(s) worked in connection with Engineer availability within his/her monthly work bracket.

This letter of understanding shall not be construed and/or interpreted as changing any of the specific provisions of the 22 Start Agreement dated February 15, 1966, or side letter #5 dated February 1, 1993, or modifying any other existing agreement(s) in effect between the Indiana Harbor Belt Railroad and its Employees represented by the Brotherhood of Locomotive Engineers and Trainmen.

#### **CARRIER'S RESPONSE TO THE ABOVE**

*Extracted from letter dated August 21, 2008:*

I have received your letter dated August 20, 2008 in which you outlined our understanding reached during our conference of August 7, 2008, regarding the Engineers' Assigned Rest Day Program. Your letter accurately reflects my understanding, and I am indicating same by affixing my signature below.

#### **AVAILABILITY**

##### **MINIMUM REQUIREMENTS**

*Extracted from Article VII of Agreement dated August 1, 2005:*

##### **Section 1**

Except as otherwise provided for herein, Engineers shall be expected to perform service for the carrier for a minimum of twenty (20) starts during the course of their twenty-two (22) start bracket if there is no overtime worked during that time period.

##### **Section 2**

Except as otherwise provided for herein, Engineers shall be expected to perform service for the carrier for a minimum of nineteen (19) starts during the course of their twenty-two (22) start bracket. However, such Engineer must work at least eight (8) hours of overtime during the course of his/her twenty-two (22) start bracket in order for the nineteen (19) starts to be sufficient.

### Section 3

Except as otherwise provided for herein, Engineers shall be expected to perform service for the carrier for a minimum of eighteen (18) starts during the course of their twenty-two (22) start bracket. However, such Engineer must work at least sixteen (16) hours of overtime during the course of his/her twenty-two (22) start bracket in order for the eighteen (18) starts to be sufficient.

### Section 4

Vacation days shall count as starts in connection with Engineer Availability.

### Section 5

Book of rules/examinations/re-examinations and/or safety classes shall count as starts in connection with Engineer availability.

### Section 6

Attending an Investigation/hearing shall count as starts in connection with Engineer availability.

### Section 7

Attending court or inquests under instruction of the carrier shall count as starts in connection with Engineer availability.

### Section 8

Bereavement Leave... shall count as starts in connection with Engineer availability.

### Section 9

Jury duty... shall count as starts in connection with Engineer availability.

### Section 10

Union officers and committeemen who lay off for union business shall have that lay off time count as starts in connection with Engineer availability.

### Section 11 – abrogated by Letter of Understanding dated February 6, 2008

### Section 12

The attendance records of all Engineers who have an employment date prior to August 1, 2005 with Indiana Harbor Belt Railroad Company shall be expunged and shall not be taken into consideration in connection with Engineer availability.

## **AVAILABILITY – ADDITIONAL INFORMATION**

*Extracted from Letter of Understanding dated February 6, 2008:*

Locomotive Engineers marked up on a regular assignment and who have been bumped and receive notification of such bump via company computer or off-property computer on any calendar day, must exercise his/her seniority to the next available assignment or to the guaranteed extra board within sixty (60) minutes of such notification and shall have such days count as starts in connection with Engineer availability and guarantee pay compensation.

Note: Notification by crew dispatcher via telephone will require an Engineer to immediately exercise his/her seniority in accordance with the above procedures.

Locomotive Engineers on a guaranteed extra board who is/are available on the guaranteed extra board from midnight to midnight on any calendar day shall have such days count as starts in connection with Engineer availability.

Locomotive Engineers who is/are on the Holiday Available Board by virtue of the Agreement dated November 30, 2001 (amended by letter dated August 30, 2011, see HOLIDAYS, HOLIDAY AVAILABLE BOARD) by and between IHB and BLET shall be credited with one start for each holiday listed below, if applicable, in connection with Engineer availability.

New Years Day – President's Day – Good Friday – Memorial Day – Independence Day – Labor Day – Thanksgiving – Friday after Thanksgiving – Christmas Eve – Christmas Day – New Year's Eve

Locomotive Engineers who is/are cancelled on an assignment on the day of a holiday may remain on such cancellation and shall be credited with one (1) start in connection with Engineer availability.

Locomotive Engineers who is/are cancelled on a yard assignment or outer belt transfer assignment, for any reason, may remain on the cancelled assignment and such Engineer shall be credited with one start per cancelled yard or outer belt assignment in connection with Engineer availability.

## **GUARANTEED EXTRA BOARD**

*Extracted from Article VIII of System Agreement dated August 1, 2005:*

### **Section 1**

An IHB Engineer, who is working off the extra board, shall be entitled to and guaranteed a minimum of eleven (11) tours of duty (starts) per pay period, subject to the provisions of Article VIII as set forth herein.

### **Section 2**

In the event an Engineer 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 Engineer shall be compensated one (1) day's

pay at the applicable rate of pay at the Engineer's eight (8) hour basic daily rate of pay for each full calendar day (midnight to midnight) that such Engineer was available on the extra board but did not perform service for this carrier.

Note 1: A day of compensation due an Engineer at his/her applicable rate of pay at the Engineer eight (8) hour basic daily rate shall be referred to as an "Extra Board Start."

Note 2: The applicable Engineer eight (8) hour basic daily rate of pay in connection herewith shall be subject to future general wage and/or cost of living increases.

### Section 3

Each tour of duty credited to an Engineer during a pay period shall reduce that Engineer's eleven (11) Extra Board starts by one (1) for that pay period.

### Section 4

In the event an Engineer is removed from the extra board or is not available on the extra board during a full calendar day (midnight to midnight), that Engineer's eleven (11) Extra Board Starts shall be reduced by one (1) for that pay period except as provided for in Article VIII, Section 4, A, B, C, D, and E below.

- A. Each time an Engineer is removed from the extra board at any time during a calendar day and he/she places himself back on the extra board within 24 hours thereof, he/she shall have his/her Extra Board Starts reduced by only one (1) for that pay period.
- B. (Deleted by letter dated December 1, 2006, replaced by language in the first paragraph of the Letter of Understanding dated February 6, 2008, found on page [ ] of this Compilation.)
- C. In the event an Engineer is removed from the extra board for the purpose of marking up on a regular assignment 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 Engineer called to assign himself regular and midnight, such Engineer shall not have his/her Extra Board Starts reduced by one (1) for that pay period.
- D. In the event an Engineer is fully available on the extra board 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 Engineer shall have his/her Extra Board Starts reduced by only one (1) for that entire pay period.
- E. In the event an Engineer is fully available on the extra board and does not remove himself/herself from the extra board for thirteen days in a fourteen day pay period, fourteen days in a fifteen day pay period, or fifteen days in a sixteen day pay period, such Engineer shall not have his/her Extra Board Starts reduced by one (1) for that pay period unless such Engineer removes himself/herself from the extra board on the last calendar day of the pay period.



### Section 5

Deleted by letter dated December 1, 2006.

### Section 6

Each Extra Board Start an Engineer 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 7

Each Extra Board Start an Engineer is compensated for shall count as an actual tour of duty (start) when determining an Engineer's eligibility to qualify for holiday pay, in accordance with the provisions as set forth in the National Holiday Agreement.

### Section 8

An IHB Engineer who lays off with permission 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 9

Each Extra Board Start and Engineer is compensated for shall count as one (1) calendar day in determining an Engineer's eligibility to qualify for Health and Welfare, Dental and Vision Care.

### Section 10

An Engineer shall be required to submit a time slip to receive his/her compensation for Extra Board Starts and such compensation shall be made no later than the pay day following the pay period in which the Extra Board Start is credited.

### Section 11

An Engineer who misses two (2) or more calls in any one given pay period shall forfeit his/her guarantee for that given pay period.

### Section 12

The carrier shall have the sole authority to adjust (furlough and/or recall Engineers) the Guaranteed Extra Boards as provided for in Article VIII as contained herein. The carrier shall only be permitted to adjust the Guaranteed Extra Boards on the last calendar day of any given pay period, to become effective on the first calendar day of the following pay period.

Note: The carrier shall maintain a sufficient number of Extra Board Engineers to permit reasonable lay-off privileges and to protect vacancies, vacations, extra assignments and other extended vacancies.

**Engineer Guaranteed Extra Board – January 1, 2005 through October 1, 2008**

*Extracted from Article IV of the November 1, 2008 Agreement:*

**Section A – Mark Up Regular Position**

Non-protected Engineers with an Engineer seniority date between January 1, 2005 and October 1, 2008 who make a departure from the Guaranteed Extra Board and then make a seniority move to a regular position and are displaced (bumped) before working a regular assignment will, upon notification, have the option to either return to the Guaranteed Extra Board to protect his/her guarantee (pay) and/or availability, or remain on the bump board exercising the remainder of his/her bump.

Engineers who make a seniority move as set forth in Article IV, Section A (above) will not be allowed to make another move to a regular assignment until after (either) he/she has returned to the Guaranteed Extra Board to protect his/her guarantee (pay) and/or availability and has made another departure from the Guaranteed Extra Board, or he/she has been placed on the Guaranteed Extra Board upon expiration of his/her twenty-four hour bump and if within 24 hours of placement on the Guaranteed Extra Board he/she has not made a departure from the Guaranteed Extra Board he/she may mark up to a regular assignment provided twelve hours notice has been given from the on-duty time of the regular assignment or three hours when marking up to an open assignment.

**New Hire Post – October 1, 2008**

*Extracted from Article V of the November 1, 2008 Agreement:*

**Section A – Determining Regular Engineer Status**

The number of engineers set up in regular service will be determined by taking the sum of all engineer assignments posted bi-monthly in the Crew Consist Notice and multiplying the sum by 1.3, rounding same to the closest whole number. The number reached by this formula will be the number of engineers that will be "Regular Engineers" for the current crew consist period.

Note: Engineers set up in regular status will be determined by seniority order starting with most senior engineer and continuing down the seniority roster in seniority order.

**Section B – Determining Engineers in Guaranteed Extra Board Status**

Engineers not determined to be Regular Engineers as defined in Article V, Section A (herein) will be Extra Engineers and placed on the Guaranteed Engineer Extra Board.

### Section C – Exercising Seniority

Engineers, as determined in Article V, Section B, cannot mark up to a regular assignment until they are set up as provided for in Article V, Section A.

Note 1: The provisions as set forth in Article V do not apply to Engineers with a seniority date prior to October 1, 2008.

Note 2: Engineers with a seniority date prior to October 1, 2008 will continue to be governed by the terms and conditions of existing agreements by and between the Indiana Harbor Belt Railroad and the Brotherhood of Locomotive Engineers and Trainmen.

### Section D – Engineer Guaranteed Extra Board Rest Day

1. The carrier will establish a work/rest schedule providing for one mandatory scheduled day off each week for Engineers with an Engineer seniority date on or after October 1, 2008 who are assigned to the Guaranteed Extra Board.

Example:

Position #1 Monday

Position #2 Tuesday

Position #3 Wednesday

Position #4 Thursday

Position #5 Friday

Position #6 Saturday (Optional)

Position #7 Sunday (Optional)

Position #8 Monday

Position #9 Tuesday

Position #10 Wednesday

Position #11 Thursday

Position #12 Friday

Position #13 Saturday (Optional)

Position #14 Sunday (optional)

2. Engineer scheduled rest day positions will be bid by seniority.
3. Saturday and Sunday positions will be established at the sole discretion of the carrier.
4. Engineers with a seniority date on or after October 1, 2008 on the Guaranteed Extra Board will bid his/her rest day for each month. Engineers must provide the crew dispatcher three (3) or more rest day selections, in order of preference. Bids must be received by the Crew Dispatcher forty-eight (48) hours in advance of the following month in which the rest days will be bid.

5. Engineers who fail to bid on a scheduled rest day will be assigned a rest day by the carrier and shall be notified prior to the start of the month to which his/her rest day applies.
6. The carrier will notify Engineers by an Engineer Guaranteed Extra Board Rest Day Notice ninety-six (96) hours in advance of the rest day positions available for each month.
7. The carrier will make available at all crew locations on the first day of each month a notice showing all Guaranteed Extra Board Engineers with their scheduled rest days.
8. Guaranteed Extra Board Engineers will not be required to be available midnight to midnight in connection with his/her guarantee or availability when removed from or returned to the Guaranteed Extra Board by the carrier the day before, the day of, and the day after his/her assigned rest day.
9. Engineers on the Guaranteed Extra Board will not have his/her guarantee reduced by one (1) when marking off on the last day of the pay period for an assigned rest day.
10. Guaranteed Extra Board Engineers who mark up available on his/her assigned rest day and provide service to the carrier will be compensated at the time and one-half rate of pay and will be credited with a tour of duty (start).
11. Guaranteed Extra Board Engineers who are notified that he/she has been set up in regular Engineer status will have the option of remaining on the Guaranteed Extra Board.
12. Engineers who decide to exercise their seniority in accordance with Article V, Section B, Paragraph 11, and then choose to exercise his/her seniority to regular Engineer status will not be allowed to mark up as a regular Engineer until the last day of that pay period for the first day of the next pay period. Engineers will be allowed to mark up in regular status beginning at 2200 hours on the last day of that pay period without penalty to his/her guarantee.
13. In the event a Guaranteed Extra Board Engineer is set up in regular status and cannot hold a regular assignment on any full calendar day, such Engineer may revert to the Guaranteed Extra Board for the remainder of that pay period. Such Engineer shall be entitled to the appropriate proration of his/her Guaranteed Extra Board Start(s).
14. Engineers who revert back to the Guaranteed Extra Board will not receive an assigned rest day for the week that he/she was in regular Engineer status. When returned to the Guaranteed Extra Board, he/she will be assigned a rest day by the carrier for the second week of that pay period.

15. Engineers who revert back to the Guaranteed Extra Board on the first full day of a new pay period (midnight to midnight) will be allowed an assigned rest day by the carrier for both weeks of that pay period.
16. The carrier and the BLET Local Chairman shall have the authority under Article V, Section A to adjust the Guaranteed Extra Board. The Extra Board will only be adjusted on the last calendar day of any given pay period, to become effective on the first calendar day of the following pay period.
17. Other than the specific modifications made above, Article V shall not be construed and/or interpreted as changing any of the specific provisions of any existing agreements between the Indiana Harbor Belt Railroad and the Brotherhood of Locomotive Engineers and Trainmen.
18. All provisions of any and all existing agreements will remain in full force and effect and apply to Engineers with a seniority date on or after October 1, 2008.

## **WORK RULES**

### **LOCOMOTIVE STANDARDS**

*Extracted from Mediation Agreement dated April 1, 1961:*

#### **CAB HEATERS DIESEL ELECTRIC LOCOMOTIVES AND BUDD CARS**

All Engine cabs shall be provided with heating equipment maintained to heat the locomotive cabs in compliance with the minimum I.C.C. regulations.

Cab windows and doors will be weather-stripped and maintained. Openings in cab, except those required for the operation of the locomotive, will be tightly closed. Original cab insulation, or its equivalent, will be maintained.

#### **CAB WINDOW DEFROSTERS DIESEL ELECTRIC LOCOMOTIVES AND BUDD CARS**

Front and back cab windows will be equipped with defrosters which will be maintained in good working order from October 1 to April 30.

Note: This rule shall also apply to all locomotives placed in service in the future.

#### **TOILETS ON DIESEL LOCOMOTIVES USED IN ROAD SERVICE**

- (1) All road type diesel locomotives, used in road service, including locomotives classified as "road switchers," now equipped with toilets shall remain so equipped. All diesel locomotives having flush type toilets will have this type retained.

- (2) All road type diesel locomotives purchased in the future will be equipped with flush or septic tank type toilets.
- (3) When diesel locomotives are taken to engine terminals, such toilets will be sterilized and maintained in a clean and sanitary condition.

#### **WATER AND ICE**

*Extracted from Side Letter #8 as contained in System Agreement dated May 1, 1997:*

This will confirm our understanding reached during our negotiations of the May 1, 1997 Agreement that an Engineer may be required to place ice and water on their locomotive(s) at any location, without additional compensation.

The provisions as contained in this side letter are not intended to infringe on the work rights of another craft as established.

#### **BAY WINDOWS**

All yard type (DES) diesel locomotives on properties covered by this Agreement, will be equipped for bay windows on the Engineers' side, installation of which to be programmed as follows:

- (1) Installation to begin October 1, 1961 and to continue thereafter on a proportionate basis for each property, so as to be completed by October 1, 1965.
- (2) During the period of installations and upon the completion date thereafter, the locomotives so equipped will be provided with bay windows from October 1 thru April 30.

#### **ENHANCED CUSTOMER SERVICE**

*Extracted from Article VI of System Agreement dated May 1, 1997:*

##### **SECTION 1**

In the event Indiana Harbor Belt Railroad Company has a customer request for a particularized handling that would provide more efficient service, or can show a need for relaxation of certain specific work rules to attract or retain a customer, such service may be instituted; however, this shall be accomplished by a Separate and Special Agreement by and between BLE(T) General Chairperson and Director of Labor Relations.

In the event BLE(T) General Chairperson and Director of Labor Relations are unable to consummate a Separate and Special Agreement, the provisions as set forth in Article VI, Section 2 herein may apply.

## SECTION 2

- (a) In the event BLE(T) General Chairperson and Director of Labor Relations are unable to consummate a Separate and Special Agreement as set forth in Section 1 as contained in Article VI herein, prior to implementing enhanced customer service, the carrier will extend a minimum of a seven (7) day advance notice to General Chairperson of Brotherhood of Locomotive Engineers (and Trainmen) involved. Such notice will include an explanation of the need to provide the service, a description of the service, and a description of the work rules that may require relaxation for implementation. Relaxation of work rules that may be required under this Article shall be limited to: starting times, on/off duty points, and switching district boundaries.

Note: The carrier shall not utilize Outer Belt Transfer Assignments for the purpose of implementing Article VI, Section 2, as contained herein unless mutually agreed upon by the parties signatory hereto.

- (b) A Joint Committee, comprised of the General Manager and Carrier Representative(s), and General Chairperson and Organization Representative(s), shall determine whether a need exists, as provided in paragraph (a), to provide the service. If the Joint Committee has not made its determination by the end of the advance notice period referenced in paragraph (a), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a three-month period. If, after the three months has expired, the Organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.
- (c) If the parties are unable to agree upon an arbitrator within seven days of the date of the request for arbitration, either party may request the National Mediation Board to provide a list of five potential arbitrators, from which the parties shall choose the arbitrator through alternate striking. The order of such striking shall be determined by coin flip, unless otherwise agreed by the parties.
- (d) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to existing work rules being made at a comparable cost to the carrier. If the arbitrator determines that this standard has not been met, the arbitrator shall have the discretion to award compensation for all wages and benefits lost by an employee as a result of the carrier's implementation of its proposal.

## DELAY REPORTS ON PILOT ASSIGNMENTS

*Extracted from Side Letter #10 as contained in System Agreement dated May 1, 1997:*

This will confirm our understanding reached during our negotiations of the May 1, 1997 Agreement that an Engineer may be required to complete a delay report on Pilot Assignment(s) in connection with their employment relationship with the Indiana Harbor Belt Railroad Company, without additional compensation.

The provisions as contained in this Side Letter are not intended to infringe on the work rights of another craft as established.

**HERDER SERVICE**

*Extracted from Article X of System Agreement dated May 1, 1997:*

**SECTION 1**

Effective May 1, 1997, and thereafter, the carrier shall not call or establish a herder assignment(s) in Yard service or in Outer Belt Transfer service.

**SECTION 2**

Effective May 1, 1997 and thereafter, an Engineer(s) in Yard service (in other than Outer Belt Transfer service) may be required to distribute locomotive(s) within the confines of such yard assignment's switching district, without additional compensation.

**SECTION 3**

Effective May 1, 1997, and thereafter, an Engineer(s) in Outer Belt Transfer service may be required to distribute locomotive(s) from one switching district to another without additional compensation.