



**INDIANA HARBOR BELT RAILROAD COMPANY**  
2721 - 161ST STREET, HAMMOND, IN 46323-1099

October 2, 2014

Mr. Robert Keppen  
Local Chairman 6295  
TCIU Carmen Division  
601 Dogwood Drive  
Michigan City, IN 46360

Re: Rule 18 - New Jobs or Vacancies

Dear Mr. Keppen:

Reference is made to our various discussions regarding Rule 18 as set forth in the Working Agreement by and between the Indiana Harbor Belt Railroad and its employees represented by the TCU-Carmens Division. We agreed to abrogate Paragraph B of Rule 18 and substitute what follows in its place. All other parts of Rule 18 remain in full force and effect.

- (b) An employee exercising his/her seniority rights under this rule will do so without expense to the Carrier; the employee will lose his/her right to the job he/she left; and, if after a fair trial, the employee fails to qualify for the new position, the employee must take whatever position is open in his/her craft, or, if he/she is a journeyman, he/she may displace an apprentice.

If this accurately reflects your understanding of our agreement, please indicate so by affixing your signature below and returning a copy of this letter to me for my files.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mary Kay Conley".

Mary Kay Conley  
Director Labor Relations and Human Resources

I AGREE:

A handwritten signature in dark ink, appearing to read "Robert Keppen".  
A handwritten signature in dark ink, appearing to read "Raymond Gurgiel".

Robert Keppen  
Local Chairman 6295, TCIU Carmen Division



**INDIANA HARBOR BELT RAILROAD COMPANY**  
2721 - 161ST STREET, HAMMOND, IN 46323-1099

December 17, 2014

Mr. Raymond Grygiel  
International Representative  
TCIU Carmen Division  
8501 West Edelweiss Drive  
Palos Park, IL 60464

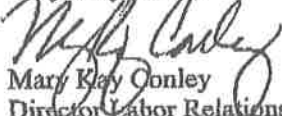
Dear Mr. Grygiel:

This confirms my conference of December 8, 2014 with Local Chairman Robert Keppen during which we agreed to add the following rule to the existing Agreement by and between the parties:

*An employee detained from work on account of sickness or for any other good cause shall notify his or her supervisor as soon as practicable. An employee absenting himself/herself for ten (10) continuous working days associated with his/her assignment without notifying his/her foreman shall be considered as having resigned from the service of the Carrier and removed from the seniority roster.*

If the proposed rule as set forth above accurately reflects your understanding, please so indicate by signing in the space provided below.

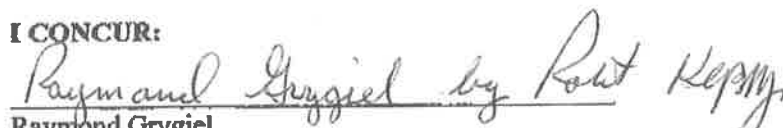
Very truly yours,



Mary Kay Conley  
Director Labor Relations & Human Resources

Cc: J.R. Spano  
M. F. Nicoletti  
S.J. Winterfeldt

I CONCUR:

  
Raymond Grygiel  
International Representative, TCIU Carmen Division

**AGREEMENT**

*between*

**INDIANA HARBOR BELT RAILROAD  
COMPANY**

*and*

**TRANSPORTATION COMMUNICATIONS  
INTERNATIONAL  
UNION CARMEN DIVISION**

**SYSTEM FEDERATION NO. 103  
RAILWAY EMPLOYEES DEPARTMENT  
A. F. OF L. MECHANICAL  
SECTION NO. 1 THEREOF:**

**6. Brotherhood Railway Carmen of America**

**RULES AND WORKING CONDITIONS**

**EFFECTIVE JANUARY 1, 1947  
REVISED AUGUST 24, 1992**

**SUBSEQUENTLY AMENDED JANUARY 1, 1997**

*with*

**AMENDMENTS AND SUPPLEMENTS**

# INDEX

	PAGE
<b>GENERAL RULES</b>	8
RULE 1: BASIC WORK WEEK AND HOURS OF SERVICE	9 - 11
RULE 2: SHIFTS - STARTING TIME AND MEAL PERIOD	11
RULE 3: (PROVIDED FOR IN RULE 2)	11
RULE 4: (PROVIDED FOR IN RULE 2)	12
RULE 5: (PROVIDED FOR IN RULE 2)	12
RULE 6: OVERTIME - REST DAY - HOLIDAY WORK	12 - 13
OVERTIME RATE-OF-PAY: ARTICLE V (of the April 24, 1970 National Agreement)	13
RULE 7: OVERTIME AND CALLS	13 - 14
RULE 8: ASSIGNED HOLIDAY WORK	14
RULE 9: LUNCH PERIOD	14 - 15
RULE 10: EMERGENCY ROAD WORK AND WRECKING SERVICE	15
RULE 11: DISTRIBUTION OF OVERTIME	15 - 16
RULE 12: TEMPORARY VACANCIES	16
RULE 13: OVERTIME CHANGING SHIFTS	16
RULE 14: REGULAR ASSIGNED ROAD WORK	16 - 17
RULE 15: REGULAR ASSIGNED ROAD WORK PAID ON MONTHLY BASIS (AGREED TO ELIMINATE)	17
RULE 16: FILLING VACANCIES	17
RULE 17: (AGREED TO ELIMINATE)	17
RULE 18: NEW JOBS OR VACANCIES	17 - 18
RULE 19: CONSIDERATION OF MECHANICS FOR PROMOTION SENIORITY RETENTION: ARTICLE VIII (of the November 19, 1986 National Agreement)	18 - 19

**INDEX (Continued)****PAGE**

RULE	20:	EMPLOYEES TRANSFERRED TO OTHER POINTS (AGREED TO ELIMINATE)	19
RULE	21:	LEAVE OF ABSENCE	20 - 21
RULE	22:	ABSENCE FROM WORK	22
RULE	23:	RECOGNITION OF LONG AND FAITHFUL SERVICE	22
RULE	24:	ATTENDING COURT	22
RULE	25:	PAYING OFF	23
RULE	26:	ATTENDING INVESTIGATION	23 - 24
RULE	27:	REDUCTION OF FORCE	24
		ARTICLE VII: (RETURN FROM FORCE REDUCTION) (Revised 8/25/92)	24 - 25
RULE	28:	EMPLOYEES LAID OFF DUE TO REDUCTION (AGREED TO ELIMINATE)	25
RULE	29:	TRANSFER OF FURLOUGHED EMPLOYEES	25
RULE	30:	ACCIDENTS TO SHOP EQUIPMENT	26
RULE	31:	SENIORITY	26
		TERMINATION OF SENIORITY: ARTICLE V (of the November 19, 1986 National Agreement)	26 - 27
		SENIORITY ROSTERS (Revised 3/25/92)	27
RULE	32:	ASSIGNMENT OF WORK	27 - 28
RULE	33:	OXYACETYLENE, THERMIT, ELECTRIC WELDING AND CUTTING	28
RULE	34:	FILLING FOREMANSHIP TEMPORARILY	28
RULE	35:	CLAIMS AND GRIEVANCES	29 - 30
RULE	36:	DISCIPLINE	31
RULE	37:	(AGREED TO ELIMINATE)	31

<b>INDEX (Continued)</b>	<b>PAGE</b>
RULE 55: SCRAPPING EQUIPMENT (AGREED TO ELIMINATE)	38
RULE 56: (INCLUDED IN RULE 52)	38
RULE 57: MISCELLANEOUS (AGREED TO ELIMINATE)	38
RULE 58: ENGINES UNDER SMOKE JACKS (AGREED TO ELIMINATE)	38
RULE 59: ELECTRIC LIGHT CORDS AND GLOBES	38
RULE 60: CHECKING IN AND OUT ON OWN TIME (AGREED TO ELIMINATE)	38
<b>CARMEN'S SPECIAL RULES</b>	39
RULE 153: QUALIFICATIONS	40
NOTE: MEMORANDUM OF AGREEMENT BETWEEN IHBRC AND THE EMPLOYEES REPRESENTED BY THE BRCUSC	
RULE 154: CLASSIFICATION OF WORK	41
INCIDENTAL WORK RULE: ARTICLE V (of the Mediation Agreement revised August 24, 1992)	41 - 42
COUPLING, INSPECTION AND TESTING: ARTICLE VI (of the November 19, 1986 National Agreement)	42 - 44
RULE 155: APPRENTICES	44
RULE 156: SEE RULE 153	44
RULE 157: WRECKING CREWS (Revised 8/25/92)	45 - 47
RULE 158: WRECKING CREWS	47
ARTICLE VII: WRECKING SERVICE (December 4, 1975 National Agreement)	48
RULE 159: INSPECTORS	48

<b>INDEX (Continued)</b>	<b>PAGE</b>
RULE 160: INSPECTORS - NO RECORD OF DESTINATION	48
RULE 161: (AGREED TO ELIMINATE)	48
RULE 162: PROTECTION OF REPAIRMEN	49
RULE 163: BLUE FLAG	49
RULE 164: ONE-MAN POINTS	49
RULE 165: MISCELLANEOUS	49
RULE 166: MARKING TOOLS FURNISHED	49
RULE 167: PAINTER'S WORK (AGREED TO ELIMINATE)	49
RULE 168: REPAIR CARS ON THE ROAD	50
RULE 169: CLEAN YARDS	50
RULE 170: APPRENTICES	50
RULE 171: (INCLUDED IN RULE 44)	50
RULE 172: HELPER APPRENTICES	50
RULE 173: (INCLUDED IN RULE 44)	50
RULE 174: UPHOLSTERER APPRENTICES (AGREED TO ELIMINATE)	51
RULE 175: (INCLUDED IN RULE 44)	51
RULE 176: PATTERN MAKERS' APPRENTICES (AGREED TO ELIMINATE)	51
RULE 177: HELPER APPRENTICES' SENIORITY	51
RULE 177-A: SEASONAL/TEMPORARY POSITIONS (DELETED)	51
RULE 178: DIFFERENTIALS FOR CARMEN	51 - 52
RULE 179: COACH CLEANERS	52

<b>INDEX (Continued)</b>	<b>PAGE</b>
<b>MISCELLANEOUS</b>	53
RULE 180: SCOPE OF GENERAL AND SPECIAL RULES	54
RULE 181: RULE FORCE	54
RULE 182: REVISION OF AGREEMENT	54
RULE 183: (AGREED TO ELIMINATE)	54
RULE 184: (CHANGED TO RULE 181)	54
RULE 185: COMMITTEES	54
RULE 186: SCOPE OF AGREEMENT (AGREED TO ELIMINATE)	54
<b>MEMORANDUM COVERING QUESTIONS AND ANSWERS RELATING TO PAYMENT OF WRECK CREW</b>	55 - 58
<b>UNION SHOP AGREEMENT</b>	59 - 62
<b>REPRODUCTIONS OF SELECTED NATIONAL AGREEMENTS</b>	
<b>RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO</b>	
<b>SUPPLEMENT NO. A: HOLIDAY PAY PROVISIONS</b>	63 - 67
<b>SUPPLEMENT NO. B: SHOP CRAFTS' VACATION AGREEMENT</b>	68 - 69
<b>ATTACHMENT TO SUPPLEMENT NO. B (RE: One Day Vacation Increments)</b>	69A 69B
<b>SUPPLEMENT NO. C: DENTAL BENEFITS</b>	70 - 74
<b>SUPPLEMENT NO. D: MEDICAL DISQUALIFICATION APPEAL PROCEDURES</b>	75 - 76
<b>SUPPLEMENT NO. E: UPGRADING CARMEN HELPERS AND APPRENTICES</b>	77



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## GENERAL RULES

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## GENERAL RULES

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### Rule 1

#### BASIC WORK WEEK AND HOURS OF SERVICE

- (a) Eight (8) hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis.
- (b) Subject to the exceptions contained in this agreement, the work week shall be forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7) worked; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable, the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:
- (c) On positions, the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.
- (d) Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- (e) On positions which have to be filled seven (7) days per week, any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- (f) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement. No regular relief assignments will be established with less than five (5) days of work per week.

Assignments for regular relief positions may, on different days, include different starting times, duties and work locations for employees of the same class, provided they take the starting times, duties and work locations of the employees whom they are relieving, the presumption being that the relief position will be confined, as far as possible, to the same shift. Assignments may be established to work at different seniority points, but employees who perform such relief work at two (2) seniority points under this arrangement will not accumulate seniority at other points. Their seniority will accrue at the home point only.

- (g) If, in positions or work extending over a period of five (5) days per week, an operational problem arises which the carrier contends cannot be met under the provisions of section (c) above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend to the contrary, and if the parties fail to agree

thereon, then, if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under these rules.

- (h) The typical work week is to be one (1), with two (2) consecutive days off, and it is the carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by sections (d), (e), and (f) above, the following procedure shall be used:
  - (1) All possible regular relief positions shall be established pursuant to section (f) above.
  - (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
  - (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
  - (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
  - (5) If the foregoing does not solve the problem, then some of the relief men may be given non consecutive rest days.
  - (6) If, after all the foregoing has been done, there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non consecutive days off.
  - (7) The least desirable solution to the problem is to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
  - (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under these rules, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.
- (i) The expressions "positions" and "work" used in the Rule, refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

- (j) The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.
- (k) In the application of the 40-hour week agreement, the management is permitted to call furlough mechanics, helpers, and coach cleaners to work in the place of such men laying off. Employees called back for this purpose will receive the rates of pay of positions held, as well as all other conditions that apply to such positions, including rest days.
- (l) Furloughed employees used in manner set forth in Section (k) will be excluded from the five day notice requirement of Rule 27 when the regular incumbent returns to service and such furloughed employee is laid off at that time. In all other cases, the 4-day notice will apply. When such vacancies occur, every effort will be made to fill same in keeping with this understanding.
- (m) At points where there are insufficient employees in a given craft or class to permit relief of regularly assigned employees, the parties will cooperate in a practical plan for using available qualified employees in keeping with the spirit of Section (h), paragraph (7) hereof.

**NOTE:** When an employee changes his position through the exercise of displacement rights, he will assume the rest days assigned to the position he has selected. When new positions are created or in filling vacancies, senior employees will be given their choice of such rest days as may be involved, if possible. In making assignments, the local management will act in conjunction with the local committee.

## Rule 2 SHIFTS - STARTING TIME AND MEAL PERIOD

- (a) There may be one, two, or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officers and the employees' committee based on actual service requirements.
- (b) The time and length of the lunch period shall be subject to mutual agreement.
- (c) Where two (2) shifts are employed, the spread of the second shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.
- (d) Where three (3) shifts are employed, the spread of each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

## Rule 3 (Provided for in Rule 2)

**Rule 4**

(Provided for in Rule 2).

**Rule 5**

(Provided for in Rule 2).

**Rule 6**

**OVERTIME, REST DAYS, AND HOLIDAY WORK**

- (a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved except as may be provided in rules hereinafter set out.
- (b) Service performed on the employee's rest days shall be paid for at the rate of time and one-half. This rule shall not apply where days off are being accumulated under paragraph three (3) of Section (h) of Rule 1.
- (c) An employee changing from one regular position to another regular position which involves a change in rest days, will be paid straight time for days employee actually works (except holidays) on such positions between last rest day of former position and first rest day of new position. The application of this section (c) will have no effect on the application of Rule 13.
- (d) Service performed on the following legal holidays in the United States, namely:
  - (1) New Year's Day
  - (2) Washington's Birthday
  - (3) Good Friday
  - (4) Memorial Day
  - (5) Fourth of July
  - (6) Labor Day
  - (7) Thanksgiving Day
  - (8) Day after Thanksgiving Day
  - (9) Christmas Eve
  - (10) Christmas Day
  - (11) New Year's Eve

(provided, when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

- (e) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of

arbitraries or special allowances, such as attending court, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours.

**NOTE 1:** If and when Daylight Savings Time is being placed into effect at any point, by reason of which employees on the third trick will ordinarily work one hour less than their regular tour of duty, payment will be made for the actual hours worked; when Standard Time is restored, and the employees on such trick are required to work one hour more than their regular tour of duty, in that case, also, they will receive pay for the actual hours worked. The intent of this is that actual hours worked will govern payment to employees, and time worked in excess of eight (8) hours will be paid for at time and one-half.

**NOTE 2:** Work performed on an assignment starting in advance of midnight on any day will be considered as work performed on the day the assignment began.  
(Revised: 8-25-92)

**NOTE 3:** Service performed by an employee on his first assigned rest day and/or designated holidays, shall be paid for at the rate of time and one-half.

Sunday and holiday work will be required only when absolutely essential to the continuous operation of the railroad.

Employees will be allowed holiday pay benefits as provided in Supplement "A" of the National Agreement of August 21, 1954. (Revised: December 11, 1981)

**OVERTIME RATE OF PAY**  
**Article V of the**  
**National Agreement April 24, 1970**

All agreements, rules, interpretations and practices, however established, are amended to provide that service performed by a regularly assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided the employee has worked all the hours of his assignment in that workweek and has worked on the first rest day of his workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

The foregoing provision is effective April 24, 1970.

**Rule 7**  
**OVERTIME AND CALLS**

REVISED 10/5/03 (see BACK OF Agree.)

<b>INDEX (Continued)</b>	<b>PAGE</b>
RULE 38: (INCLUDED IN RULE 36)	31
RULE 39: DISCRIMINATION	31
RULE 40: APPRENTICES REGULAR AND HELPER (AGREED TO ELIMINATE)	31
RATE PROGRESSION - NEW HIRES: ARTICLE III (of the November 19, 1986 National agreement)	31 - 33
RULE 41: APPRENTICESHIP INDENTURE	33
RULE 42: APPRENTICES RATIO AND CONDITIONS OF SERVICE	33 - 34
RULE 43: (AGREED TO ELIMINATE)	35
RULE 44: (AGREED TO ELIMINATE)	35
RULE 45: (AGREED TO ELIMINATE)	35
RULE 46: APPLICANTS FOR EMPLOYMENT	35
EMPLOYMENT: ARTICLE VIII (of the Mediation of Agreement revised August 24, 1992)	35
RULE 47: DRINKING WATER - HEATING - SANITATION	35 - 36
RULE 48: PERSONAL INJURIES	36
RULE 49: NOTICES - POSTING	36
RULE 50: SHOP TRAINS (AGREED TO ELIMINATE)	36
RULE 51: FREE TRANSPORTATION	36 - 37
RULE 51-A: TRANSPORTATION FOR REGULAR RELIEF EMPLOYEES (AGREED TO ELIMINATE)	37
RULE 52: PROTECTION OF EMPLOYEES	37
RULE 53: EMERY WHEELS AND GRINDSTONES	37
RULE 54: HELP TO BE FURNISHED (AGREED TO ELIMINATE)	37

- (a) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one hour for any such service performed.

Employees shall not be required to work more than two (2) hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

- (b) Employees called or required to report for work and reporting but not used will be paid a minimum of four hours at straight time rates.
- (c) Employees called or required to report for work and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays to train movement.
- (d) Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one hour - the advance period to be not more than one hour.
- (e) Except as otherwise provided for in this rule, all overtime beyond sixteen (16) hours' service in any 24-hour period, computed from starting time of employees' regular shift, shall be paid for at rate of double time.

**NOTE:** When an employee is required to work overtime for more than two hours, the lunch period provided under the second paragraph of Section (a) shall be paid for at the rate of time and one-half.

When an employee is required to work overtime and an emergency prevents him from taking the lunch period provided under the second paragraph of Section (a), the employee shall be paid time and one-half for the time actually worked, plus thirty minutes at time and one-half.

### **Rule 8 ASSIGNED HOLIDAY WORK**

Employees regularly assigned to work on holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

### **Rule 9 LUNCH PERIOD**



Employees required to work during their lunch period shall receive pay for the lunch period at pro-rata rate and afterwards be allowed thirty minutes' time to procure lunch without loss of time.

This does not apply where employees are allowed the twenty minutes for lunch without deduction thereof.

### **Rule 10**

#### **EMERGENCY ROAD WORK AND WRECKING SERVICE**

- (a) An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency work or wrecking service away from such shop, engine house, repair track, or inspection point, will be paid from the time ordered to leave home station until his return, for all time working, waiting, or traveling, shop hours at home station to govern except as provided in paragraphs 1, 2, and 3 below:
  - 1. All time waiting and traveling outside of the recognized straight time hours at home station will be paid for at the rate of time and one-half.
  - 2. All time working outside of the recognized straight time hours at home station will also be paid for at the rate of time and one-half, except that double-time will be allowed for service beyond sixteen (16) hours in the same 24-hour period computed from starting time of employee's regular shift exclusive of waiting and traveling time.
  - 3. If, during the time on the road, an employee is released for rest for five (5) hours or more, time so occupied shall be deducted, provided that in no case shall the employee be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents him from working his regular daily hours at home station.
- (b) Where meals and lodging are not provided by the railroad, actual necessary expenses will be allowed.
- (c) Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.
- (d) If required to leave home station during overtime hours, employees will be allowed one hour preparatory time at straight-time rate.

### **Rule 11**

#### **DISTRIBUTION OF OVERTIME**

When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time. Overtime will be distributed equally, adaptability of employees to do the work to be considered.

## **Rule 12 TEMPORARY VACANCIES**

When necessary to fill temporary vacancies at outlying points, employees, excluding those specified in Rules 14 and 15, will be sent out and will be paid for this service as follows:

Continuous time from time called up to time of reporting at point to which sent, overtime rates for all overtime hours, and straight-time for the recognized straight-time hours at home station, whether waiting or traveling (the same provisions to apply for return trip). While at such point they will be paid straight time and overtime in accordance with practice at the point with a guarantee of not less than eight (8) hours' pay for each day worked. Where meals and lodging are not provided by the railroad, actual expenses will be allowed.

## **Rule 13 OVERTIME CHANGING SHIFTS**

- (a) Employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two (2) or more shifts on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of the employees involved.
- (b) Assignments for regular relief positions, which include different starting times and different shifts, (but not consecutive shifts) will not be subject to the overtime provisions of Sections (a) of this rule.

## **Rule 14 REGULAR ASSIGNED ROAD WORK**

- (a) Employees regularly assigned to road work whose tour of duty is regular, and who leave and return to home station daily (a boarding car to be considered a home station), shall be paid continuous time from the time of leaving the home station to the time they return, whether working, waiting, or traveling, exclusive of the meal period, at straight time for the regular hours and overtime rates for all overtime hours, except, if relieved from duty and permitted to go to bed for five hours or more, they will not be allowed pay for such hours. Where meals and lodging are not provided by the company when away from home station, actual expenses will be allowed. The starting time to be not earlier than 6 a.m. nor later than 8 a.m. Where two (2) or more shifts are worked, the starting time will be regulated accordingly.

- (b) Where employees are required to use boarding cars, the railroad will furnish sanitary cars and equip them for cooking, heating, and lodging; the present practice of furnishing cooks, equipment, and maintaining and operating the cars shall be continued.

### **Exception**

In cases where the schedule of trains interferes with starting time, an agreement may be entered into by the Superintendent of the Department affected and the General Chairman of the Craft affected.

**NOTE:** Relief assignments having relief service at different locations requiring travel to and from headquarters are not considered "road work" under this rule.

### **Rule 15 REGULAR ASSIGNED ROAD WORK PAID ON MONTHLY BASIS (Agreed to Eliminate)**

### **Rule 16 FILLING VACANCIES**

When an employee is required to fill the place of another employee receiving a higher rate of pay, the employee shall receive the higher rate for the day or days the employee is so engaged; but, if required to fill, temporarily, the place of another employee receiving a lower rate, the employee's rate will not be changed. This rule does not apply to apprentices.

### **Rule 17 (Agreed to eliminate)**

### **Rule 18 NEW JOBS OR VACANCIES**

REVISED 10/5/03  
(BACK OF Agree.)

- (a) When new jobs are created or vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to them. All vacancies or new jobs created will be bulletined.

Bulletins must be posted five (5) days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application in duplicate to the official in charge, who will forward one copy to the Local Committee.

- (b) An employee exercising his seniority rights under this rule will do so without expense to the carrier; the employee will lose his right to the job he left; and, if after a fair trial, the employee fails to qualify for the new position, the employee will have to take whatever position may be open in his craft.

**NOTE 1:** An employee returning from leave of absence of not more than sixty calendar days or an absence due to illness or injury of not more than sixty (60) calendar days' duration or from scheduled vacation, may, within seven (7) calendar days after his return to service, make application for any position bulletined during his absence.

It is agreed that Section (b) of this rule will apply to all employees affected by the application of this provision.

**NOTE 2:** The positions of gang leaders, where employed, will be bulletined for bids and filled in accordance with past practices, such gang leaders to receive six (6) cents per hour above the minimum rate paid the respective crafts at the point employed.

#### **Rule 19 CONSIDERATION OF MECHANICS FOR PROMOTION**

- (a) Mechanics in service will be considered for promotion to positions as foremen.
- (b) A mechanic promoted to the position of foreman over his craft or several crafts including his own, will hold seniority in his craft at point employed as foreman. If transferred to another point in the capacity of foreman having supervision over mechanics there employed, the employee will start to accumulate seniority in his craft at the point to which transferred from the date the employee commences work there, and after thirty (30) days will lose his seniority at the point from which transferred. If transferred to another point to a position of General Car Inspector, General Production Supervisor, Equipment Inspector, or any position of a supervisory or official character not requiring local supervision over mechanics, helpers and apprentices, the employee will retain seniority in his craft at the point from which transferred.
- (c) A foreman or supervisor returned to the ranks of mechanics through no voluntary action of his own, may take the position held by any junior mechanic of his craft at point employed. All other employees affected by such changes will also be accorded the same privilege of exercising their seniority rights. A foreman or supervisor returned to the rank of mechanic at his own request, will only have the right to displace the junior mechanic.

**NOTE 1:** As vacancies occur or new positions are created for Shop Craft Supervisors having supervision over mechanics and apprentices, mechanics of the respective Shop Crafts, if obtainable, shall be assigned to such positions. Where such

supervisor has supervision over more than one Shop Craft, the employee will be a mechanic of one of the Shop Crafts supervised.

**NOTE 2:** The principle of the above rule in the matter of protection of seniority and exercise of displacement rights of supervisors returning to the ranks shall apply to mechanics who may be promoted to positions having supervision over coach cleaners only. Individuals now holding such positions and who have been permitted to retain their seniority as mechanics shall be considered as covered by this provision.

(Notes 1 and 2 apply to Maintenance of Equipment Department only.)

**SENIORITY RETENTION**  
**Article VIII of the**  
**November 19, 1986 National Agreement**

**Section I**

Effective November 19, 1986, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by BRC shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

**Section 2**

Employees promoted prior to November 19, 1986, to official, supervisory or excepted positions from crafts or classes represented by BRC shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

**Section 3**

This Article shall become effective on the date of this agreement except on such carriers where the organization representative may elect to preserve existing rules pertaining to employees retaining seniority after promotion to an official, supervisory, or excepted position and so notifies the authorized carrier representative within thirty (30) days following the date of this agreement.

**Rule 20**  
**EMPLOYEES TRANSFERRED TO OTHER POINTS**  
**(Agreed to Eliminate)**

## **Rule 21 LEAVE OF ABSENCE**

- (a) When the requirements of the service will permit, an employee will be granted leave of absence under reasonable circumstances, but must make written application in duplicate to the official in charge, who will forward one copy to the Local Committee.

If renewal is desired, written application in accordance with the foregoing requirements will be made prior to the expiration of the leave of absence previously granted.

- (b) An employee, while on leave of absence, who engages in other work, will forfeit his seniority, unless special arrangements have been made with the proper official and the General Chairman of the craft involved.
- (c) Leave of absence will be granted to any employee elected to a public office.
- (d) An employee elected or appointed as representative of his craft, party to this agreement, will be granted leave of absence.
- (e) Employees who have opportunity to take employment with a Government Agency which handles railroad matters, -- e.g., Interstate Commerce Commission, Railroad Retirement Board, -- will be granted leave of absence up to six (6) months. Requests for extension of such leaves will not be granted unless mutually agreeable to management and the General Chairman.
- (f) An employee who is absent account of illness or injury which prevents him performing the work of his craft, may engage in other work, temporarily, while absent for such cause, if mutually agreeable to management and General Chairman.

**NOTE:** An employee granted leave of absence under this rule and whose position is being filled during the absence, shall furnish his employing officer not less than four (4) calendar days' notice should the employee desire to return prior to the expiration of his leave of absence, and if such notice is given, the employee may displace the temporary incumbent of the position after the expiration of the four (4) days.

This interpretation does not affect absences under Rule 22, nor does it affect absences of indefinite duration resulting from illness or injury.

### **Personal Leave**

#### **Section 1**

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect as of January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982, shall be entitled to two days of personal leave in subsequent calendar years.

## **Section 2**

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer, provided, however, such days may be taken only when consistent with the requirements of the carrier's service.

It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Revised December 7, 1981 (IBBISBBF&H)

Revised December 11, 1981 (IBEW; BRC of US&C; IAMAW; SMWIA)

## **Bereavement Leave**

Bereavement leave will be allowed in case of death of an employee's parent, spouse, child, brother, sister, or spouse's parent, not to exceed three calendar days following the date of death. 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 provisions with their supervising officials to take said leave in the usual manner. When an employee is absent under this provision, restrictions against blanking jobs or realigning forces will not be applicable.

(Revised December 11, 1981 National Agreement)

**Rule 22**  
**ABSENCE FROM WORK**

An employee unavoidably detained from work on account of illness or for other good and sufficient cause shall notify his foreman no later than the close of the first day's absence, if possible.

Before returning to work, the employee shall give his foreman no less than two hours' notice before the quitting time of his previous regularly assigned shift.

**Rule 23**  
**RECOGNITION OF LONG AND FAITHFUL SERVICE**

Employees who have given long and faithful service in the employ of the company and who have become unable to handle heavy work to advantage, will, if under the pension age, be given such light work available as they can perform in their craft, and employees so transferred will accept the rate of pay of the position to which assigned, and if unable to perform work of this craft shall be given whatever work is available and shall accept rate of pay of position to which assigned.

**Rule 24**  
**ATTENDING COURT**

- (a) When attending court at home station as witnesses for the company, employees will be paid pro-rata rate for the hours so occupied, with a minimum of the assigned hours of the employees at home station for each week day. Allowance will be made for necessary expenses.
- (b) When attending court at a point away from home station as witnesses for the company, employees will be paid pro-rata rate for the hours so occupied, including time for traveling, with a minimum of the assigned hours of the employee at home station for each calendar day; also, hours consumed in traveling not to include such hours on a trip where sleeping car accommodations are accessible and for which the company assumes the expense, even though the employee elects not to use such sleeping car accommodations.

Time when traveling will commence when the employee leaves the home station and will stop on arrival at the point to which ordered. Time for the day will start at the time employee is ordered to report to company's counsel and will cease for the day when released by the company's counsel. Time for traveling on the return trip will commence from time leaving the point until employee reaches his home station. Necessary expenses will be allowed.

- (c) Any witness fees or mileage accruing will be assigned to the company.



**Rule 25  
PAYING OFF**

- (a) Employees will be paid off during their regular working hours, semi-monthly, except where existing state laws provide more frequent pay periods. Should the regular pay day fall on a holiday or days when the shops are closed down, men will be paid on the preceding day.
- (b) Where there is a shortage equal to one day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage. Employees leaving the service of the company will be furnished with a time voucher covering all time due, within 24 hours at points where D.C. checks are issued and within 72 hours at other points, or earlier, if possible.
- (c) During inclement weather, provision will be made where buildings are available to pay employees under shelter.
- (d) At all points, a regular pay day shall be established.

**Rule 26  
ATTENDING INVESTIGATIONS**

- (a) Investigations will be held, if possible, during the time the employees are on duty, and, when so held, there will be no deduction from their time allowance for that day. When investigation is held immediately after employee has finished his tour of duty, employee will be paid actual time from time employee is ready and available to begin investigation until time of release at investigation.

When investigation is held immediately before his tour of duty, employee will be paid actual time computed from time employee is required to and does report at investigation until time of release at investigation if such time exceeds twenty (20) minutes. If employee is not released at investigation until after the starting time of his tour of duty, this paragraph will not be applied so as to require duplicate payments.

- (b) When investigation is not held as provided for in Section (a) above and employee is required to attend investigation at some other time, employee will be paid continuous time computed from time employee is required to and does report at investigation until employee is released therefrom.

If an employee is required to attend an investigation at a point which requires him to leave his home station or place where employed if other than home station, employee will be paid continuous time computed from the time employee leaves home station or point until time of return thereto, and no time will be allowed under the first paragraph of this section (b). Management will designate the trains of which the employee will travel to and from the investigation.

Effective with the signing of this Agreement, the "Note" to Rule 27, "Reduction in Forces", of the General Labor Agreement by and between the Indiana Harbor Belt Railroad and TCIU - Carmen, is abrogated and paragraphs (f), (g), and (h) are substituted in place thereof:

- (f) Employees furloughed must keep their employing officer advised of any change in their current address. Employees failing to report for duty for positions known to be of more than sixty (60) days duration, within thirty (30) calendar days after a Certified U.S. Mail notice is mailed to the last recorded address, will forfeit all seniority, unless they present sufficient proof that circumstances beyond their control prevented such return; this not to apply where vacancies are caused by absence of regular employees on temporary leaves of absence or illness, which absent employees would have the right to resume their regular positions upon termination of leaves, illness, etc."
- (g) Where vacancies or temporary positions are open to furloughed employees and are expected to be of less than sixty (60) calendar days duration, senior qualified furloughing men will not be required to respond to call if they have reasonable excuse for declining. In such instances men will not be deprived of their seniority standing.
- (h) Furloughed employees who sign up for definite periods of service in the Reserve Officers Training Corps, State National Guards, or the Armed Forces and are called for service in connection therewith, will not be required to report back prior to their being released from such service."

**Rule 28**  
**EMPLOYEES LAID OFF DUE TO REDUCTION**  
**(Agreed to Eliminate)**

**Rule 29**  
**TRANSFER OF FURLOUGHED EMPLOYEES**

- (a) In event of a reduction of force at any point and a shortage of help existing at any other point, employees laid off will have preference over men not in the employ of the company. The appropriate officials shall notify the General Chairman of the respective crafts of the number of men needed at point where shortages exist, the General Chairman to notify the furloughed employees so they may take advantage of the opportunity to transfer.
- (b) Employees transferring under this Rule (29), whether taking the place of an absentee, filling a vacancy or a new job, shall take rank behind all employees in service at the point to which transferred and will retain seniority at the point from which transferred until thirty days after date of restoration of forces at point of former employment, seniority to govern.

- (c) If an employee required to attend investigation loses time in his regular or usual service, employee will be paid for such lost time in lieu of payments under Sections (a) and (b) above.
- (d) Payments provided for in Sections (a), (b), and (c) above will be at the regular hourly rate of the employee in accordance with the general rules.
- (e) Nothing contained in this Rule (26) will be considered applicable to any employee who is proven guilty in the matter under investigation.
- (f) Nothing contained in this Rule (26) will be considered applicable to any employee whose testimony the officers of the railroad do not feel is necessary, but who are brought into the investigation at the solicitation or request of the employees or their duly authorized committee.

### **Rule 27 REDUCTION OF FORCE**

- (a) When it becomes necessary to reduce expenses, the forces, at any point or in any department, shall be reduced, in accordance with Rule 31 regarding seniority.
- (b) Five days' notice will be given to employees affected, before reduction is made, and lists will be furnished the local committee. In the reduction of the force, the ratio of the apprentices at the time the reduction is made shall be maintained.
- (c) In case of a reduction in force or the abolition of a position, employees affected shall be allowed to exercise their seniority in displacing any junior employees at their home points. Employees exercising displacement rights under this Rule (27) on temporary vacancies or positions will have further displacement rights when deprived of the temporary jobs.
- (d) Employees will promptly exercise their displacement rights so that all men affected may be placed within fifteen days, after effective date of reduction in force. Employees who do not so exercise displacement rights will be furloughed.
- (e) In the restoration of forces, employees will be restored to service in accordance with their seniority, if available within a reasonable time, and shall be returned to their former positions, if possible, providing they have not, in the meantime, exercised their seniority rights on permanent positions under Rule 18. The local committee will be furnished with a list of employees to be restored to service.

### **ARTICLE VII RETURN FROM FORCE REDUCTION (Revised 8/25/92)**

**Rule 30**  
**ACCIDENTS TO SHOP EQUIPMENT**

Employees required to work when shops or any department thereof are closed down due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours, and overtime for overtime hours.

It is understood that such men as are qualified for the work to be done will be used to do the work of his craft.

**Rule 31**  
**SENIORITY**

- (a) Seniority of employees in each craft covered by this agreement shall be confined to the point employed in each of the following departments, except as provided in special rules of each craft:

- \* Maintenance of Way (Bridge and Building where separate from Maintenance of Way Department)
- \* Maintenance of Equipment
- \* Maintenance of Telegraph
- \* Maintenance of Signals

Four subdivisions of the carmen are as follows:

Patternmakers  
Upholsterers  
Painters  
Other Carmen

- (b) The seniority lists will be open to inspection and copy furnished the Local Committee and General Chairman.

**TERMINATION OF SENIORITY**  
**Article V of the**  
**November 19, 1986 National Agreement**

The seniority of any employee whose seniority under an agreement with BRC is established after the date of this agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority. The "365" consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

This Article (V) shall become effective fifteen days after the date of this agreement, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

**NOTE:**

**SENIORITY ROSTERS  
(Revised 8/25/92)**

Seniority rosters, as presently established at Blue Island and Gibson, will remain in effect. Those carmen on the existing rosters will have prior rights to carmen work in their respective districts.

- (a) Effective with the signing of this agreement, the Seniority Roster at the Gibson District shall be placed on the bottom of the Blue Island Carmen's Seniority Roster. Conversely, the carmen at the Blue Island District shall be placed on the bottom of the Gibson Carmen's Seniority Roster.
- (b) Any carman employed by the carrier, subsequent to the date of this agreement, shall be placed at the bottom of both the Blue Island and Gibson Carmen's Seniority Rosters and be identified as a system employee who may work in either seniority district.
- (c) When the last employee holding seniority on the Gibson Roundhouse Carpenter Seniority Roster on the date of this agreement leaves that position due to retirement, dismissal, death, or transfer to a permanent position on another roster, the Carpenter's Roster will cease to exist and Roundhouse position(s) and work will accrue to the Gibson Prior Right Roster.
- (d) The combining of these rosters will not be used by the carrier as a means to eliminate or reduce the allocation of overtime in any manner.
- (e) Any problems created by the combining of these rosters will be immediately corrected by the Carrier working with the General Chairman.

**Rule 32  
ASSIGNMENT OF WORK**

- (a) None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed. This Rule (32) does not prohibit foremen in the exercise of their duties to perform work.

- (b) At outlying points (to be mutually agreed upon) where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics, employed at such points, will so far as capable, perform the work of any craft that may be necessary.

### **Rule 33**

#### **OXYACETYLENE, THERMIT, ELECTRIC WELDING AND CUTTING**

- (a) In compliance with the special rules included in this agreement, none but mechanics and their apprentices, in their respective crafts, shall operate oxyacetylene, thermit, or electric welders. Where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of the cutting torch when engaged in wrecking service or in cutting up scrap.

When performing the above work for four (4) hours or less in any one day, employees will be paid the welder's rate of pay on the hourly basis with a minimum of one hour; for more than four (4) hours in any one day, welder's rate of pay will apply for that day.

- (b) Mechanics who use the torch, either for welding, cutting or heating operations, will receive the welders' rate of their craft, the time paid for to be in accordance with the second paragraph of this Rule (33).

**NOTE:** Under Section (b), the differential is to be allowed employees operating the torch for heating purposes when such use of the torch has been ordered by the foremen. When employees, other than regularly assigned operators, use the torch on their own initiative for heating purposes, or otherwise, to facilitate their work, the differential will not be allowed.

### **Rule 34**

#### **FILLING FOREMANSHIP TEMPORARILY**

- (a) At shops, should a mechanic be assigned temporarily to fill the place of a foreman, employee will be paid the rate of the foreman whose place employee is filling.
- (b) At engine houses and outside yards, if required to fill the place of a foreman, employee will be paid his own rate; straight time for straight time hours and continuous overtime for overtime hours, if greater than that of the foreman. If not employee will receive the foreman's rate.
- (c) At all points except engine houses, these positions shall be filled only by mechanics of their respective crafts in their departments.

**Rule 35**  
**CLAIMS AND GRIEVANCES**

- (a) Should any employee, subject to this agreement, believe that employee has been unjustly dealt with, or any provision of this agreement violated, the case shall be handled with the General Foreman, Superintendent, or Director Labor Relations, each in their respective order, by the duly authorized local committee or its appointed representative or representatives.
1. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so satisfied, the claim or grievance shall be presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.
  2. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for appeal, up to and including the highest officer of the Carrier designated for that purpose.
  3. The requirements outlined in paragraphs 1 and 2, pertaining to appeal by the employee and decision by the carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless, within nine (9) months from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or such other board(s) as may be legally substituted, therefore, under Section 3, Second of the Railway Labor Act. It is understood, however, that the parties may be in agreement, in any particular case, to extend the nine (9) months' period herein referred to.
  4. All conferences, meetings and/or discussions between local committees and local officials to discuss claims, grievances and all other matters of local interest

will be held during regular working hours and without loss of pay to the local committee.

5. Prior to assertion of grievances as herein provided and while questions of grievances are pending, there will neither be a shutdown by the employer nor suspension of work by the employees.
- (b) All requests for conferences with the highest officer of the carrier designated to handle appeals shall be granted within sixty (60) days unless it is mutually agreed to extend this time limit. Requests for conferences not granted within a sixty (60) day time limit will automatically demand that the claim or grievance be allowed as presented.
- (c) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this Rule (35), be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims or grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- X (d) This rule recognizes that all fringe benefits accruing to employees such as, but not limited to, vacations, holidays, jury duty, personal days, and all insurance coverage, will be considered as wages and shall be included in the final settlement of discipline cases where the employee is held out of service by the carrier representatives for discipline when a claim is sustained by any Board of Adjustment.
- (e) This Rule (35) recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.
- (f) The agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances, provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.

Signed this 30th day of June, 1983, at Gibson, Indiana, effective July 1, 1983.

Signed by:

John D. Ditto; Director Labor Relations & Personnel

E.A. Schlining, General Chairman

Approved by:

A.B. Cravens, General Manager



**Rule 36**

**DISCIPLINE**

REVISED 10/5/03 (see BACK OF Agree)

No employee shall be disciplined without a fair hearing by a designated officer of the carrier. Suspension in proper cases pending a hearing which shall be prompt, shall not be deemed a violation of this Rule (36). At a reasonable time prior to the hearing, such employee and the duly authorized committee shall be apprised of the precise charge or charges and given reasonable opportunity to assure the presence of necessary witnesses. If it is found that the employee has been unjustly suspended or dismissed from service, such employee shall be reinstated with his seniority rights unimpaired and compensated for his net wage loss, if any, resulting from said suspension or dismissal.

**NOTE:** Neither Rule 35 or Rule 36 attempts to obligate the carrier to refuse permission to an individual employee to present his own grievance or, in hearing involving charges against him, to present his own case personally. The effect of these rules, when an individual employee presents his own grievance or case personally, is to require that the duly authorized committee, or its accredited representative, be permitted to be a party to all conferences, hearings, or negotiations between the aggrieved or accused employee and the representative of the carrier.

**Rule 37**

**(Agreed to Eliminate)**

**Rule 38**

**(Included in Rule 36)**

**Rule 39**

**DISCRIMINATION**

The company will not discriminate against any committeeman who from time to time represents other employees covered by this agreement.

**Rule 40**

**APPRENTICES REGULAR AND HELPER**

**(Agreed to Eliminate)**

**RATE PROGRESSION - NEW HIRES**

**Article III**

**National Agreement November 19, 1986**

Article XI of the December 11, 1981 National Agreement and all other local rules governing rate progression or entry rates are eliminated:

### **Section I** **Service First 1220 Days**

Laborers, coach cleaners, helpers, apprentices, student mechanics and upgraded mechanics will be paid as follows during their first 1220 days of actual service; provided, however, that this provision shall apply only to employees who enter service under agreements with the shop craft organizations on or after the effective date of this Article.

- (a) For the first 244 days of service, such employees shall be paid 75% of the applicable rates of pay (including COLA).
- (b) For the second 244 days of service, such employees shall be paid 80% of the applicable rates of pay (including COLA).
- (c) For the third 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA).
- (d) For the fourth 244 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA).
- (e) For the fifth 244 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA).

**NOTE:** An employee will be credited with a "day of service" if he or she performs at least four (4) hours of compensated service.

### **Section 2**

When an employee has completed a total of 1220 days of service in any shop craft position (or combination thereof) or acquires full journeyman's status, this Article will no longer be applicable. An employee who has had a shop craft employment relationship with the carrier and is rehired in a shop craft position, shall have such previous service credited toward meeting this requirement.

Employees who have had a previous employment relationship with a carrier in a craft represented by a shop craft organization and are subsequently hired by another carrier after the date of the agreement, shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate requirement for compensated service performed in such craft, provided that such compensated service last occurred within one year from the date of re-employment.

Agreements which provide for entry rates lower than those provided for in this Article are preserved. However, if such agreements provide for payment at a lower rate for less than the first 1220 days of service, this Article will be applicable during any portion of that period in which such lower rate is not applicable.

### **Section 3**

The term "upgraded mechanics", as used in this Article, is intended to apply to employees hired in an upgraded status without first establishing seniority as helper or apprentice, as well as those upgraded after entering service as a helper or apprentice.

This Article (III) is not intended to confer any right to hire employees in an upgraded status or to upgrade employees to mechanics' position where such right does not now exist.

### **Section 4**

This Article (III) shall become effective fifteen (15) days after the date of this agreement, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

### **Rule 41**

#### **APPRENTICESHIP INDENTURE**

- (a) All apprentices must be indentured and shall be furnished with a duplicate of indenture by the company, who will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade. No apprentice will be started at points where there are not adequate facilities for learning the trade.
- (b) Apprentices may be started at or assigned to engine houses or other outside points during their apprenticeship.

### **Rule 42**

#### **APPRENTICES RATIO AND CONDITIONS OF SERVICE**

- (a) The ratio of apprentices in their respective trades shall not be more than one to every five (5) mechanics.
- (b) Two (2) apprentices will not be worked together as partners except where one of such apprentices is in the last two 130-day periods of his apprenticeship.

- (c) The distribution of apprentices among shops where general repairs are made in the division shall be as nearly as possible in proportion to the mechanics in the respective trades employed therein.
- (d) In computing the number of apprentices that may be employed in a trade on a division, the total number of mechanics of that trade employed on the division will be considered.
- (e) If, within the first 130-day period of the apprenticeship, an apprentice, regular or helper, shows no aptitude to learn the trade, employee will, if a regular apprentice, not be retained in the service as an apprentice, or if a helper apprentice, employee shall be set back to a helper and retain his former seniority as a helper.
- (f) An apprentice shall not be dismissed or leave the service, except for just and sufficient cause, before completing his apprenticeship.

Preference will be given to sons of employees in the selection of apprentices to the extent of at least 80 per cent of the number employed.

- (g) Apprentices shall not be assigned to night shifts during the first two 130-day periods of their apprenticeship.
- (h) An apprentice shall not be worked overtime unless to finish a job on which employee has been working during his regular hours.

From Article II of Memorandum of Agreement dated November 6, 1953

#### **Upgrading Carmen Helpers and Apprentices**

- (a) In the event of not being able to employ carmen with four years' experience who are of good moral character and habits, regular and helper apprentices will be advanced to carmen in accordance with their seniority. If more men are needed, helpers will be promoted. If this does not provide sufficient men to do the work, men who have had experience in the use of tools may be employed. They will not be retained in service as carmen when four-year carmen as described above become available.

**NOTE:** Helpers advanced as above will retain their seniority as helpers until they are qualified as carmen under the qualification rule and within thirty days thereafter shall make their choice whether to take seniority as a carmen or retain seniority as a helper.

- (b) In the event of forced reduction, in the absence of other existing arrangements, demotion shall be in the reverse order to that of upgrading.

**Rule 43**  
**(Agreed to eliminate)**

**Rule 44**  
**(Agreed to eliminate)**

**Rule 45**  
**(Agreed to eliminate)**

**Rule 46**  
**APPLICANTS FOR EMPLOYMENT**

Applicants for employment may be required to take physical examination at the expense of the carrier to determine the fitness of the applicant to reasonably perform the service required in his craft or class. They will also be required to make a statement showing address of relatives, the necessary four (4) years' experience, and the name and local address of their last employer.

**NOTE:** The provisions of the above rule will apply except where in conflict with State or Federal laws.

(For Physical Examination Agreement, see Page )

**EMPLOYMENT**  
**Article VIII of the**  
**Mediation of Agreement Revised August 24, 1992**

Effective with the signing of this agreement, Rule 46 "Applicants for Employment" of the General Labor Agreement by and between the IHB Railroad and TCIU - Carmen are hereby amended to include the following provision:

**Probationary Period**

"The application for employment will be approved or disapproved within a probationary period of sixty (60) days following the day the new employee first performs service with the Carrier. An application that is rejected within such time period will result in termination of the employee's relationship with the Carrier without disciplinary procedures."

**Rule 47**  
**DRINKING WATER-HEATING-SANITATION**

- (a) Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets and washrooms will be kept in good repair and in clean, dry and sanitary condition.
- (b) Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

**Rule 48**  
**PERSONAL INJURIES**

- (a) Employees injured while at work will not be required to make accident reports, however, if they are given immediate medical attention, they will be made as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case.
- (b) At the option of the injured party, personal injury settlements may be handled by the duly authorized representatives of the employee with the duly authorized representatives of the carrier. Where death or permanent disability results from injury, the lawful heirs of the deceased may have the case handled as herein provided.

**Rule 49**  
**NOTICES-POSTING**

A place will be provided inside all shops and roundhouses, where proper notices of interest to employees may be posted.

**Rule 50**  
**SHOP TRAINS**  
**(Agreed to Eliminate)**

**Rule 51**  
**FREE TRANSPORTATION**

- (a) Employees will be allowed free transportation for themselves and dependent members of their families in accordance with the established practice of the company.

- (b) General committees representing employees covered by this agreement are to be granted the same consideration in the matter of leave of absence and transportation as is granted in general committees representing employees in other branches of the service.

**Rule 51-A**  
**TRANSPORTATION FOR REGULAR RELIEF EMPLOYEES**  
**(Agreed to Eliminate)**

**Rule 52**  
**PROTECTION OF EMPLOYEES**

- (a) Employees will not be required to work on engines or cars outside of shops during inclement weather if shop room and pits are available, and arrangements, whereby they can work inside, can be reasonably accomplished. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.
- (b) When it is necessary to make repairs to locomotives, boilers, tanks and tank cars, such parts should be made reasonably clean before mechanics are required to work on same. This will also apply to cars undergoing general repairs.
- (c) Employees will not be assigned to jobs where they will be unnecessarily exposed to sand blast and paint blowers while in operation.
- (d) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.
- (e) No employees will be required to work under a locomotive or car without being protected by proper signals.

**Rule 53**  
**EMERY WHEELS AND GRINDSTONES**

Emery wheels and grindstones will be installed at convenient places in the shop and will be kept true and in order.

**Rule 54**  
**HELP TO BE FURNISHED**  
**(Agreed to Eliminate)**

**Rule 55**  
**SCRAPPING EQUIPMENT**  
**(Agreed to Eliminate)**

**Rule 56**  
**(Included in Rule 52)**

**Rule 57**  
**MISCELLANEOUS**  
**(Agreed to Eliminate)**

**Rule 58**  
**ENGINES UNDER SMOKE JACKS**  
**(Agreed to Eliminate)**

**Rule 59**  
**ELECTRIC LIGHT CORDS AND GLOBES**

Electric light globes and extensions will be provided at such points as may be deemed necessary and, where provided, will be kept in a convenient place, available for use.

**Rule 60**  
**CHECKING IN AND OUT ON OWN TIME**  
**(Agreed to Eliminate)**



## **CARMEN'S SPECIAL RULES**

## CARMEN'S SPECIAL RULES

### Rule 153 QUALIFICATIONS

Any man who has served an apprenticeship or who has had four (4) years' practical experience at car work, and who, with the aid of tools, with or without drawings, can lay out, build, or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

#### NOTE:

#### MEMORANDUM OF AGREEMENT BETWEEN INDIANA HARBOR BELT RAILROAD COMPANY AND THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILWAY CARMEN OF THE UNITED STATES AND CANADA.

Effective June 1, 1985, all rules and agreements covering apprentices, students mechanics, upgraded helpers and other non-journeymen employees performing Carman's work shall be revised and amended to provide that 732-eight (8) hour days shall constitute the training period, or the number of days' service at Carman's work required to become a Carman. Seniority as a Carman will be established on the date the training period is completed or the 732 days' service at Carman's work is completed.

The purpose of this agreement is to eliminate the retroactive seniority provisions of such rules or agreements.

Signed this 28th day of May, 1985, at Gibson, Indiana.

I CONCUR:

(Signature Omitted)

\_\_\_\_\_  
E.A. Schlining  
General Chairman,  
& Personnel

I CONCUR::

(Signature Omitted)

\_\_\_\_\_  
J.K. Beatty  
Manager-Labor Relations BRC of US&C

APPROVED:

(Signature Omitted)

\_\_\_\_\_  
A.B. Cravens, Gen Mngr

**Rule 154****CLASSIFICATION OF WORK**REVISED 10/5/03  
(see BACK OF AGREEMENT)

- (a) Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight-train cars), painting, upholstering, and inspecting all passenger and freight cars, both wood and steel, planning mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, except work generally recognized as bridge and building department work; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks, building, repairing and removing and applying locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, tender frames and trucks; pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting with brushes, stencils and removing paint (not including use of sand blast machine or removing in vats); all other work generally recognized as painters' work under the supervision of the locomotive and car departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliance and train car repairs, oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work.
- (b) It is understood that present practice in the performance of work between the carmen and boilermakers will continue.

**INCIDENTAL WORK RULE****Article V of the****Mediation Agreement Revised August 24, 1992****Section 1**

The coverage of the Incidental Work Rule is expanded to include all shopcraft employees represented by the organization party hereto and shall read as follows:

Where a shopcraft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter define) covered by the classification of work or scope rules of another craft or crafts, such shopcraft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliance such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment, the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

## **Section 2**

Changes to the Incidental Work Rule resulting from this agreement shall not be applied to assign work of Carmen to employees of any organization not a party to the same or substantially similar changes in the rule or rules governing assignments of mechanical and shopcraft work, and vice versa.

## **Section 3**

Nothing in this Article is intended to restrict any of the existing rights of the carrier.

# **COUPLING, INSPECTION AND TESTING**

## **Article VI of the**

## **National Agreement November 19, 1986**

Article V of the September 25, 1964 Agreement, as amended by Article VI of the December 4, 1975 Agreement, is further amended to add the following:

At locations referred to in Paragraphs (a), (c), (d) and (e) where carmen were performing inspections and tests of air brakes and appurtenances on trains as of October 30, 1985, carmen shall continue to perform such inspections and tests and the related coupling of air, signal and steam hose incidental to such inspections and tests. At these locations this work shall not be transferred to other crafts.

Where air brake inspections and tests were removed from the jurisdiction of carmen at locations referred to in the preceding paragraph on or subsequent to October 30, 1985, such work shall be returned to carmen within 60 days of the effective date of this agreement. Where such work performed by carmen is transferred to another location, carmen shall be utilized to perform such work. Any new air brake inspection work shall be assigned according to principles identifying the traditional delineation between carmen's work and work belonging to operating employees.

Any rules or practices which prohibit or restrict the use of Car Inspectors from working on cars taken from trains for repairs are hereby eliminated. Carmen assigned to make air brake inspections and tests, when not engaged in such work, may be assigned to perform any work which they are capable of performing and which does not infringe on the contractual rights of other employees.

If there has been a diminution of air brake inspection and testing work due to a transfer of the work to another location, the remaining air brake inspection and testing work cannot be assigned to other than carmen except as provided in the Letter of Understanding attached hereto. If causes other than a transfer of work to another location precipitate the diminution of carmen's air brake inspection and testing work, at the locations identified above, nothing in this Article shall require the employment of a carman if there is not sufficient work of the craft to justify employing a carman. Any dispute as to whether or not there is sufficiency of work shall be determined according to the following procedures:

Upon adequate advance request, the General Chairman of Carmen shall be allowed access to the location in question to enable him to determine whether or not to request a joint check.

When requested by the General Chairman, the parties will undertake a joint check of the work done. During such check, there will be no change made in the scheduling of trains normally operated nor in the work normally assigned for the purpose of affecting the joint check.

If the dispute is not resolved by agreement, it shall be handled under the provisions of Section 3, Second of the Railway Labor Act, as amended, and pending disposition of the dispute, the railroad may proceed with or continue its determination. If the Board determines that the joint check has not been taken in accordance with the procedures described herein, the Board shall order another joint check and have the authority to 1) restore abolished positions, 2) award back pay; and 3) take other appropriate remedial action.

The railroad shall have the burden of showing that the operations either were not changed or that any change that was made was for operational reasons and not to affect the joint check.

National Agreement Dated: November 19, 1986

Dear Mr. Wheeler:

This confirms our understanding with respect to Article VI of the Agreement of this date.

If a Carman's position has been properly abolished in accordance with this Article and any air brake inspection work remains at that location, this inspection work may be assigned to other crafts provided:

- 1) there is insufficient carmen's work (less than 4 hours) to justify the employment or recall of a carman,
- 2) the work is not thereafter transferred to other locations unless it is assigned to a carman at the other location.

It should be understood that if the work builds up again at the location in question, the carrier must restore all of the inspection work to carmen.

Please indicate your agreement by signing your name in the space provided below:

I agree:

(Signature not Included)

---

C.I. Hopkins, Jr., Chairman, NRLC

(Signature not Included)

---

C.W. Wheeler, General President, BRC USA&C

### **Rule 155 APPRENTICES**

Apprentices will be classified as to trades as follows:

Carmen.

Include regular and helper apprentices in connection with the above.

### **Rule 156 (See Rule 153)**

**Rule 157**  
**WRECKING CREWS**  
 (Revised 8/25/92)

- (1) Wrecking crews shall be composed of carmen and shall be used in all wrecking and rerailling work on entire carrier's property, adjoining properties and on other railroad property when requested and will be paid for such service under Rule 10. The terminology of "all wrecking work" used in this Rule 157 is not applicable when trainmen and/or enginemen can rerail cars with their engine(s) and without additional assistance. The Blue Island Mobile Crane Truck Driver and Mobile Crane Operator shall receive fifty (50) cents per hour in addition to all other wages. The Blue Island Gibson and Norpaul Wrecker Truck Gang Leader(s) shall receive twenty-five (25) cents per hour in addition to all other wages. Any carman, when performing ground service with the mobile crane crew or the wrecker truck crew, shall receive ten (10) cents per hour in addition to all other wages. Meals and lodging shall be provided by the carrier while crews are on duty in wrecking service.
- (b) When the Mobile Crane Wrecking Crew at Blue Island is utilized for minor derailments, the Carrier, at its discretion, may call a three (3) carmen crew consisting of: one (1) Mobile Crane Truck Driver; one (1) Mobile Crane Operator; and one (1) Mobile Crane Groundman. The Blue Island Mobile Crane Truck Driver, Crane Operator, and Groundman shall be used on the property and other railroad properties when requested. No employee will be considered as qualified for the Mobile Crane Truck Driver and Mobile Crane Operator positions unless they are on a position that provides wrecking crew training or have been previously qualified.
- (c) The Blue Island groundmen shall be used on all wrecking and derailing work in Blue Island and property West and to Stoney Island East.
- (d) The Gibson mobile crane wrecking crew shall consist of three (3) carmen designated as groundmen and shall be used on all wrecking and derailing work in Gibson and from Stony Island East.
- (e) The Blue Island truck wrecker crew shall consist of three (3) carmen designated as: One (1) wrecker truck gang leader and two (2) groundmen.
- (f) The Gibson truck wrecker crew shall consist of three (3) carmen designated as: one (1) wrecker truck gang leader and two (2) groundmen.
- (g) The Norpaul truck wrecker crew shall consist of one (1) carman designated as: one (1) wrecker truck gang leader.
- (h) The "home station" for a wreck outfit is the track on which the outfit is stored. All payment of time should be predicted on the fact that the outfit moved or did not move from this track in accordance with Rule 10.

- (i) The "one hour preparatory time" in Rule 10 is the elapsed time from time called until the last man reports, and not later than one hour after call is given.
- (j) One hour preparatory time shall be paid whenever crew is called and leaves its home station after recognized straight time hours at point employed. If crew does not leave home station after such recognized straight time hours, it will not be allowed.
- (k) When required to work 2 hours 40 minutes less, they will be paid a minimum of 4 hours, with this exception: Employees will be allowed time and one-half on minute basis for service performed continuously in advance of the regular working period, the advance period to be not more than one hour.
- (l) When called or required to report to work during hours of regular shift on unassigned days, and reporting but not used, a minimum of 4 hours under Rule 7 shall be paid.
- (m) When used and service is for 2 hours 40 minutes or less, they shall be paid one hour preparatory time and a minimum of 4 hours.
- (n) The one hour preparatory time shall be allowed in all cases where crew is called after recognized straight time hours and they leave their home station.
- (o) When wrecking service in excess of 2 hours 40 minutes is performed, payments for one hour preparatory time and actual time at time and one-half shall be paid.
- (p) When called or required to report for work and reporting but not used during overtime hours, a minimum of 4 hours under Rule 7 shall be paid.
- (q) When used and service is for 2 hours 40 minutes or less during overtime hours, one hour preparatory time and a minimum of 4 hours under Rule 7 shall be paid.
- (r) When used and service is for more than 2 hours 40 minutes during overtime hours, one hour preparatory time and actual time at time and one-half shall be paid.
- (s) When used and service is one hour or less in advance of assigned hours during overtime hours, one hour preparatory time and actual time at time and one-half with a minimum of one hour shall be paid.
- (t) When used and the service is more than one hour but not more than 2 hours in advance of assigned hours during overtime hours, one hour preparatory time and a minimum of 4 hours shall be paid.
- (u) The one hour preparatory time shall be allowed in addition to the minimum of 4 hours during overtime hours where the call rule applies to wrecking service in advance of the regular starting time.



- (v) When used for service of more than 2 hours in advance of assigned hours during overtime hours, one hour preparatory time and actual time at time and one-half, with a minimum of 4 hours for 2 hours 40 minutes or less shall be paid.
- (w) The one hour preparatory time shall be allowed when men are notified during their regular working hours that they are to report at a specified hour other than their regular working hours.
- (x) Overtime shall start when the last man reports, and not later than one hour after call is given, regardless of when outfit departs.

Signed this 11th day of November, 1983, at Gibson, Indiana, effective January 1, 1984.

(Signature not Included)

\_\_\_\_\_  
John D. Ditto, Director Labor Relations & Personnel

(Signature not Included)

\_\_\_\_\_  
Edward Schlining, General Chairman

APPROVED:

(Signature not Included)

\_\_\_\_\_  
A.B. Cravens, General Manager

(Signature not Included)

\_\_\_\_\_  
Randall K. Reynolds, Grand Lodge Deputy

### **Rule 158 WRECKING CREWS**

When wrecking crews are called for wrecks or derailments outside of yard limits, a sufficient number of the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work.

**Article VII**  
**Wrecking Service**  
**National Agreement of December 4, 1975**

1. When pursuant to rules or practices, a carrier utilizes the equipment of a contractor (with or without forces) for the performance of wrecking service, a sufficient number of the carrier's assigned wrecking crew, if reasonably accessible to the wreck, will be called (with or without the carrier's wrecking equipment and its operators, to work with the contractor. The contractor's ground forces will not be used, however, unless all available and reasonably accessible members of the assigned wrecking crew are called. The number of employees assigned to the carrier's wrecking crew for purposes of this rule will be the number assigned as of the date of this agreement.

**NOTE:** In determining whether the carrier's assigned wrecking crew is reasonably accessible to the wreck, it will be assumed that the groundmen of the wrecking crew are called at approximately the same time as the contractor is instructed to proceed to the work.

**Rule 159**  
**INSPECTORS**

Employees assigned to inspecting must be able to speak and write the English language, and have an adequate knowledge of the A.A.R. Rules and safety appliance laws. Such employees shall be examined, from time to time, as to knowledge of the A.A.R. Rules and safety appliance laws.

**Rule 160**  
**INSPECTORS - NO RECORD OF DESTINATION**

Inspectors and other carmen in train yards will not be required to take record, for conducting transportation purposes, of seals, commodities, or destination of cars, where record clerks, yardmasters, agents or yard clerks are employed.

**Rule 161**  
**(Agreed to eliminate)**

**Rule 162**  
**PROTECTION OF REPAIRMEN**

Switches of repair tracks will be kept locked with special locks and men working on such tracks shall be notified before any switching is done.

A competent person will be regularly assigned to perform this duty and held responsible for seeing it is performed properly.

**Rule 163**  
**BLUE FLAG**

Trains or cars while being inspected or worked on by train yardmen will be protected by blue flag by day and blue light by night, which will not be removed except by men who place same.

**Rule 164**  
**ONE-MAN POINTS**

A "one-man point" is an outlying point where there is employed one carman, day, and one, night, or where there is only one carman employed. Carmen stationed at one-man points shall be paid by the hour and under the rules governing running-repair forces, except that the 8 hours constituting a day's work may be worked within a spread of 11 consecutive hours.

**Rule 165**  
**MISCELLANEOUS**

Air hammers, jacks, and all other power-drive machinery and tools operated by carmen or their apprentices, will be furnished by the company and maintained in safe working condition.

**Rule 166**  
**MARKING TOOLS FURNISHED**

Crayons, soapstone, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes will be furnished by the Company.

**Rule 167**  
**PAINTER'S WORK**  
**(Agreed to Eliminate)**

**Rule 168**  
**REPAIR CARS ON THE ROAD**

When necessary to repair cars on the road or away from the shops, carman and a helper, when necessary, will be sent out to perform such work as putting in couplers, draft rods, draft timbers, arch bars, center pins, putting cars on center, truss rods, and wheels, and work of similar character.

**Rule 169**  
**CLEAN YARDS**

Shops, repair yards and train yards where carmen are employed shall be kept clean of all rubbish.

**Rule 170**  
**APPRENTICES**

Regular apprenticeship will be established in all branches of the trade so far as practicable, at the point employed. Apprentices shall be governed by the general rules governing apprentices.

**Rule 171**  
**(Included in Rule 44)**

**Rule 172**  
**HELPER APPRENTICES**

- (a) Fifty per cent of the apprentices may consist of carmen helpers who have had not less than 2 consecutive years' experience at point where advanced.
- (b) In selecting helper apprentices, seniority will govern. The Local Committee will act in conjunction with Local Officials in selecting helper apprentices, and those selected not to be over 35 years of age.

**Rule 173**  
**(Included in Rule 44)**

**Rule 174**  
**Upholsterer Apprentices**  
**(Agreed to Eliminate)**

**Rule 175**  
**(Included in Rule 44)**

**Rule 176**  
**Patternmakers' Apprenticeship**  
**(Agreed to Eliminate)**

**Rule 177**  
**HELPER APPRENTICE'S SENIORITY**

- (a) In the event of not being able to employ carmen with 4 years' experience, regular and helper apprentices will be advanced to carmen in accordance with their seniority. If more men are needed, helpers will be promoted. If this does not provide sufficient men to do the work, men who have had experience in the use of tools may be employed. They will not be retained in service when four-year carmen become available (from Article II of Memorandum of Agreement dated November 6, 1953 -- See Supplement E).

**Rule 177-A**  
**SEASONAL/TEMPORARY POSITIONS**  
**(Deleted)**

**Rule 178**  
**DIFFERENTIALS FOR CARMEN**  
**(Revised 8/25/92)**

Effective with the signing of this agreement, Rule 178 "Differentials for Carmen" of the General Labor Agreement by and between the IHB Railroad and TCIU - Carmen are hereby amended to read as follows:

Autogenous welders shall receive fifteen (15) cents per hour above the minimum rate paid carmen at the point employed.

**NOTE:** Autogenous welders who have passed a welding certification examination shall receive twenty-five (25) cents per hour above the minimum rate.

Carmen who desire to obtain certification shall make their desire known to the Superintendent of Equipment and Stores and that Officer shall make the necessary arrangements to have the employee participate in the required certification examination.

**Rule 179**  
**COACH CLEANERS**

## MISCELLANEOUS

## **MISCELLANEOUS**

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### **Rule 180 SCOPE OF GENERAL AND SPECIAL RULES**

Except as provided for under the special rules of each craft, the general rules shall govern in all cases.

### **Rule 181 RULE FORCE**

All of these rules will remain in full force and effect until changed, as provided for in Rule 182 of this agreement.

### **Rule 182 REVISION OF AGREEMENT**

Should the Railroad Company of the organizations desire to revise these rules, a written statement containing the proposed changes shall be given and conference held within 30 days to arrange details necessary to negotiate to a conclusion.

### **Rule 183 (Agreed to eliminate)**

### **Rule 184 (Changed to Rule 181)**

### **Rule 185 COMMITTEES**

The Local Committee of the Craft as referred to in these rules is the committee of the Craft signatory to this agreement; Organizations to keep local officials of Company informed of names of Local Committees.

### **Rule 186 SCOPE OF AGREEMENT (Agreed to Eliminate)**



**MEMORANDUM COVERING  
QUESTIONS AND ANSWERS RELATING TO  
PAYMENT OF WRECK CREW**

**I. GENERAL**

1. Q. What is the "home station" for a wreck outfit?  
  
A. It is the location where ME-1 Mobile Crane is stored. All payment of time should be predicated on the fact the outfit moved or did not move from this location in accordance with Rule 10.
2. Q. What is the "one hour preparatory time" referred to in Rule 10?  
  
A. It is the elapsed time from time called until the last man reports, and not later than one hour after call is given.
3. Q. When is this "one hour preparatory time" to be paid?  
  
A. Whenever crew is called and leaves its home station after recognized straight time hours at point employed. If crew does not leave home station after such recognized straight time hours, it will not be allowed.
4. Q. How are overtime payments for calls to be calculated?  
  
A. If required to work 2 hours 40 minutes or less, they will be paid a minimum of 4 hours, with this exception: Employees will be allowed time and one-half on minute basis for service performed continuously in advance of the regular working period, the advance period to be not more than one hour.

**II. CREWS CALLED ON DAYS THEY ARE NOT ASSIGNED BY  
BULLETIN TO WORK**

5. Q. If called or required to report for work during hours of regular shift on unassigned days, and reporting but not used, should they be paid --  
  
(a) One hour preparatory time?  
  
A. No.  
  
(b) Minimum of 4 hours under Rule 7?  
  
A. Yes.

6. Q. If used and service is for 2 hours 40 minutes or less, should they be paid --
- (a) One hour preparatory time?
- A. Yes.
- (b) Minimum of 4 hours?
- A. Yes.
7. Q. Where the minimum allowance exceeds payment at punitive rates plus the hour preparatory time, should the hour preparatory time be allowed in addition to the minimum of 4 hours?
- A. The one hour preparatory time should be allowed in all cases where crew is called after recognized straight time hours and they leave their home station.
8. Q. If wrecking service in excess of 2 hours 40 minutes is performed, should payments be made --
- (a) for one hour preparatory time?
- A. Yes.
- (b) At time and one-half?
- A. Yes.

### III. CREWS CALLED FOR SERVICE DURING OVERTIME HOURS

9. Q. If called or required to report for work and reporting but not used, should they be paid --
- (a) One hour preparatory time?
- A. No.
- (b) Minimum of 4 hours under Rule 7?
- A. Yes.
10. Q. If used and service is for 2 hours 40 minutes or less, should they be paid --
- (a) One hour preparatory time?
- A. Yes

(b) Minimum of 4 hours under Rule 7?

A. Yes.

11. Q. If used and service is for more than 2 hours 40 minutes, should they be paid --

(a) One hour preparatory time?

A. Yes.

(b) Minimum of 4 hours under Rule 7?

A. No, actual time at time and one-half.

12. Q. If used and service is one hour or less in advance of assigned hours, should they be paid --

(a) One hour preparatory time?

A. Yes.

(b) Actual time at time and one-half with a minimum of one hour?

A. Yes.

13. Q. If used and service is more than one hour but not more than 2 hours in advance of assigned hours, should they be paid --

(a) One hour preparatory time?

A. Yes.

(b) Actual time at time and one-half?

A. No.

(c) Minimum of 4 hours?

A. Yes.

14. Q. Should the one hour preparatory time be allowed in addition to the minimum of 4 hours where the call rule applies to wrecking service in advance of the regular starting time?

A. Yes. The one hour preparatory time is not punitive time.

15. Q. If used for service of more than 2 hours in advance of assigned hours, should they be paid --

(a) One hour preparatory time?

A. Yes.

(b) Actual time at time and one-half?

A. Yes, with a minimum of 4 hours for 2 hours 40 minutes or less.

16. Q. Shall preparatory time be allowed when men are notified during their regular working hours that they are to report at a specified hour; say 10 p.m. that night?

A. Yes.

17. Q. Shall overtime start when the last man reports, and not later than one hour after call is given, regardless of when outfit departs?

A. Yes.

The above question and answers agreed to at New York, July 25, 1951.

## UNION SHOP AGREEMENT

1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in good standing in such organization; except that such membership shall not be required of any individual until employee has performed thirty days of such compensated service within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.
  
2. (a) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements or furloughed on account of force reduction will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed as herein provided, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members in good standing in the organization representing their class or craft within 30 days from date of their return to such service.
  
- (b) The seniority status and rights of employees furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be governed by Section 1 of this agreement.
  
3. Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Section, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.
  
4. (a) The carriers will furnish to the organization information requested by the General Chairman with respect to the employment status of employees of the craft or class represented by it, and which information is pertinent to the administration of this agreement. The organization will notify the employing carrier in writing of any

employee who by reason of failure to comply with the terms of this agreement is not entitled to continue in employment. Upon receipt of such notice, the carrier will, as promptly as possible, but within ten calendar days of such receipt, so notify the employee concerned in writing by registered mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of such notice shall be given the organization. Any employee so notified who disputes the fact that employee has failed to comply with the terms of this agreement, shall, within a period of ten calendar days from the date of such notice, request the carrier in writing to accord him a hearing. Upon receipt of such request, the carrier shall set a date for hearing which shall be held as soon as possible and within ten calendar days of the date of receipt of request therefore. Notice of the date set for hearing shall be promptly given the employee in writing by registered mail, return receipt requested, or by personal delivery evidenced by receipt. Copy of notice of such hearing shall be given to the organization and the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered. In the event the employee concerned fails to request a hearing as provided herein, the carrier shall proceed to terminate his employment and seniority in that class or craft not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

- (b) The carrier shall determine, on the basis of the evidence produced at the hearing, whether or not the employee has complied with the terms of this agreement and shall render a decision accordingly. Such decision shall be rendered within ten calendar days of the hearing date and the employee and the organization shall be promptly advised thereof. If the decision is that the employee has not complied with the terms of this agreement, his employment and seniority in that class or craft shall be terminated within ten calendar days of the date of said decision, unless the carrier and the organization agree otherwise in writing. If the decision of the carrier is not satisfactory to the employee or to the organization it may be appealed directly to the highest officer of the carrier designated to handle such appeals. Such appeal shall be taken within nine calendar days of the date of the decision appealed from, and if taken, shall operate to stay action on the termination of employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal. The decision on such appeal shall be rendered within ten calendar days of the date the appeal is taken, and the employee and the organization shall be promptly advised thereof. If the decision on such appeal is that the employee has not complied with the terms of this agreement, his employment and seniority in that class or craft shall be terminated within ten calendar days of the date of said decision, unless the carrier and the organization agree otherwise in writing. Such decision on appeal shall be final and binding unless within seven days thereof the organization involved requests in writing that the decision be reviewed in joint conference by the Vice President of the carriers in charge of Personnel and Public Relations, or his designated representative, and the Chief Executive officer of the organization involved, or his designated representative. If such request is made, the decision on appeal shall be reviewed in such joint

conference within 7 days of the date such request is received, and any decision rendered within such 7 day period shall be final and binding. If the decision on such review is that the employee has not complied with the terms of this agreement, his employment and seniority in that class or craft shall be terminated within 10 calendar days of the date of said decision, unless the carrier and the organization agree otherwise in writing.

- (c) Time limits specified in this Section may be extended in individual cases by written agreement of the carrier and the organization.
  - (d) Provisions of discipline rules contained in rules and working conditions agreements between the carriers and the organization will not apply to cases arising under this agreement.
  - (e) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its officers or representatives who are authorized to serve and receive the notices described in this Section. The carrier shall notify the General Chairman of the Organization of the title(s) and address(es) of its officers or representatives who are authorized to receive the notices described in this Section.
5. Other provisions of this agreement to the contrary notwithstanding, the carriers shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The termination of whether a qualified replacement is available shall be made jointly by the designated representative of the carrier and the designated representative of the organization involved. The carriers may not, however, retain any employee in service under the provisions of this paragraph for a period of excess of 90 calendar days from the date of the organization's original notice. Employees whose service is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights.
  6. An employee whose employment and seniority in a craft or class is terminated pursuant to the provisions of this agreement, shall have no time or money claim by reason thereof.
  7. (a) The carriers party to this agreement, shall, periodically, at such times and intervals as the organization party to this agreement representing the craft or class designate, deduct from the wages of all employees now or hereafter employed in any work covered by the rules and working conditions agreements between the parties hereto all periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall within ten (10) days after making such deductions pay the amount so deducted to such officer of the organization as the organization shall designate, provided that the requirements of this subsection (a) shall not be effective with respect to any individual employee until employee shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

- (b) The provisions of subsection (a) of this section shall not become effective unless and until the carriers, or any of them, and the organizations, or any of them, shall, as a result of further negotiations, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payments and distribution of amounts withheld, and any other matters pertinent thereto.
8. This agreement is subject to the separate memorandum of understanding contained in Appendix "A", attached hereto and made a part hereof. [This section applicable to Signalmen only.]
9. This agreement shall become effective on September 10, 1951, and is in full and final settlement of notices served upon the carriers by the organizations on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers as heretofore, stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D.C.  
August 29, 1951



**Shop Crafts****SUPPLEMENT A****Holiday Pay Provisions**

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions for Shop Crafts from the National Agreement of August 21, 1954, as amended.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provisions, the terms of the appropriate agreement shall govern.

---

**Section 1**

Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	The Day After Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Year's Eve

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which employee would otherwise be assigned to work, employee shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which employee otherwise would have worked. If the holiday falls on a day other than a day on which employee otherwise would have worked, employee shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in

paragraph (b) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) employee has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

(Revised December 7, 1981 - IBBISBBF&H)

(Revised December 11, 1981 - IBEW; BRC of US&C; IAMAW; SMWIA)

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

## Section 2

(a) Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

(b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2 (a) shall receive a corresponding adjustment.

(The hourly factor as shown in Section 2 (a) above was increased as the result of the addition of holidays as follows:

Effective January 1, 1965 -	Birthday Holiday	-174-2/3
	(later exchanged for	
	Good Friday)	
Effective January 1, 1973 -	Veteran's Day	- 175-1/3
Effective January 1, 1976 -	Christmas Eve	- 176 )

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees were adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1 (d) of the various 1975 National Agreements. This sum of existing hours per annum plus 8, divided by 12, established a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment was made in weekly rates and hourly factors derived therefrom.

### Section 3

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the Carrier is credited; or
- (ii) such employee is available for service.

NOTE: "Available" as used in Subsection (ii) above is interpreted by the parties to mean that an employee is available unless employee lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom employee is relieving.

Compensation paid under sick leave rules or practices will not be considered as compensation for purposes of this rule.

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day" as the case may be, immediately preceding the Christmas Eve holiday, employee fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday on the "workday" or the "day", as the case may be, immediately following the Christmas Day holiday employee fulfills the qualifying requirements applicable on the "workday" or the "day" after the holiday.

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

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holiday.

#### **Section 4**

Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section 1 hereof shall continue to be applied without change.

#### **Section 5**

(a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, the day after Thanksgiving Day, Christmas Eve (the day before Christmas Day is observed) and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are eliminated.

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a workday, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

## **Section 6**

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.

In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the carrier is credited to the workdays immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(Revised December 7, 1981 - IBBISBBF&H)

(Revised December 11, 1981 - IBEW; BRC of US&C; IAMAW; SMWIA)

## **SUPPLEMENT B**

### **Shop Crafts Vacation Agreement**

The following represents a synthesis in one document form for the convenience of the parties of the current Vacation Agreement provisions for Shop Craft employees. The material came from the National Vacation Agreement of December 17, 1941 and amendments thereto.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provisions, the terms of the appropriate Vacation Agreement shall govern.

-----

#### **Section 1**

- (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive workdays with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive workdays with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive workdays with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.
- (d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive workdays with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar

year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

- (e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive workdays with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.
- (f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five workweeks.
- (g) Service rendered under agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this agreement.
- (h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.
- (i) 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.

(Revised December 7, 1981 IBBISBBF&H)

(Revised December 11, 1981 IBEW; BRC of US&C, IAMAW; SMWIA)



INDIANA HARBOR BELT RAILROAD COMPANY  
2721-161ST STREET, HAMMOND, IN 46323-1099

May 1, 1996

IHB  
**RECEIVED**  
MAY 30 1996  
LABOR RELATIONS  
AND PERSONNEL

Mr. Richard B. Leyba  
General Chairman, TCIU - Carmen Div.  
2610 Portage Mall  
Portage, Indiana 46368

Dear Mr. Leyba:

The Indiana Harbor Belt Railroad Company and the Transportation Communications International Union - Carmen Division hereby agree as follows:

- a. Effective January 1, 1997, employees represented by the Organization shall, if they are entitled to ten (10) or more days of annual vacation (not counting holiday entitlement), at their option, be permitted to take a maximum of five (5) days of their vacation entitlement in increments of less than five (5) days. For example, if a person is entitled to fifteen days of vacation (excluding holidays), the person may take five days one at a time, or in a combination of three and two days on different dates, or any other combination up to and including five days. The balance of the vacation allowance (ten days in this example) must be taken in increments of five days.
- b. An employee electing to exercise this option must personally notify his or her supervisor at least forty-eight (48) hours in advance of the day that the employee desires vacation.
- c. The Company may deny the requested vacation based on operational requirements. The Company may also withdraw approval based on operational requirements.
- d. In the event that operational requirements preclude the Company from permitting all employees desiring a particular day or days as vacation, the Company will select among requesting employees on the basis of seniority.
- e. Vacation taken pursuant to paragraph (a) above must be completed not later than December 15 of the calendar year. Vacation will not be authorized for amounts of less than five (5) days during the period between December 16 and January 2, dates inclusive, of the following calendar year.
- f. In the event that either party is unable to resolve matters concerning the implementation of this Agreement by conference between the parties, either party may terminate this Agreement by providing the other party with written notice of cancellation effective no earlier than thirty (30) days subsequent to the date that the cancellation notice is received by the other party.

ATTACHMENT TO SUPPLEMENT B

Page 69A  
(Page 1 of 2)



g. This Agreement does not replace the National Vacation Agreement of December 1, 1941 ("National Agreement") and amendments thereto. In the event of a dispute concerning the applicability of this Agreement or the National Agreement, the terms of the National Agreement shall control.

If the foregoing represents the Organization's understanding of this Agreement, please indicate concurrence by signature and date below.

Yours truly,



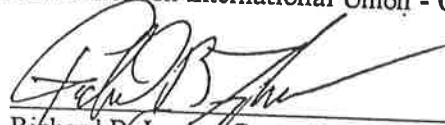
RICHARD A. HOBBS  
Director Labor Relations

RAH/pp

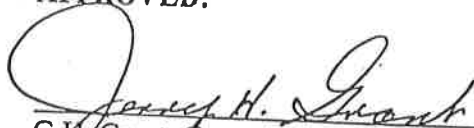
Agreed and accepted on behalf of the Transportation Communication International Union - Carmen Division:

Date

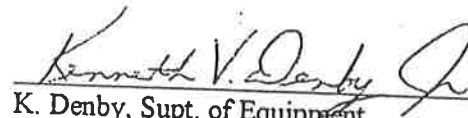
May 24, 1996

  
Richard B. Loyba, General Chairman,  
TCIU - Carmen Div.

APPROVED:

  
G.H. Grant, General Vice President,  
TCIU - Carmen Division

APPROVED:

  
K. Denby, Supt. of Equipment,  
IHB Railroad Company

ATTACHMENT TO SUPPLEMENT B



INDIANA HARBOR BELT RAILROAD COMPANY  
2721-161ST STREET, HAMMOND, IN 46323-1099

labreMa9-2vac

RECEIVED  
NOV 1 1996  
LABOR RELATIONS  
AND PERSONNEL

October 22, 1996

*Side Letter / One Day Vacation Increments*

Mr Richard B. Leyba  
General Chairman, TCIU - Carmen Div.  
2610 Portage Mall  
Portage, Indiana 46368

Dear Mr. Leyba:

Reference is made to the One-Day Vacation Increment Agreement signed May 24, 1996.

It is understood that said vacation days may also be requested when illness or extreme urgency is involved which would be on an immediate bases.

Please acknowledge your agreement by signing your name in the space provided below. I have enclosed two (2) originals of this Side Letter. Please return one (1) fully executed copy to me.

Sincerely,

RICHARD A. HOBBS  
Director Labor Relations

RAH/pp

cc: K. Denby

APPROVED:

Richard B. Leyba, General Chairman, TCIU - Carmen

G.H. Grant, General Vice President, TCIU - Carmen

ATTACHMENT TO SUPPLEMENT B

## SUPPLEMENT C

### Dental Benefits

A description of the National Dental Plan provided for in the various National Agreement of 1975, as amended, follows. This is only an outline of the basic provisions of the plan provided for the information of employees. In case of dispute, the actual agreement, and a policy drafted pursuant thereto, shall govern.

#### ELIGIBILITY

**Employee** - An employee of a railroad who is eligible for employee or dependent coverage under GA-23000, provided employee has completed one year of service with the railroad.

**Dependent** - For other than orthodontia, the spouse and children of a covered employee, as they are defined in GA-23000 (i.e., unmarried children under age 19, between 19 and 25 if in school, or over 19 if physically or mentally incapacitated). For orthodontia, unmarried children under age 19.

Extended coverage will be provided for disabled, pregnant, furloughed and discharged or dismissed employees on exactly the same basis as under the Railroad Employees National Health and Welfare Plan.

#### INDIVIDUAL TERMINATION OF INSURANCE

Upon termination of railroad service; i.e., no special extensions such as those for furloughed or disabled employees as provided under GA-23000.

#### BENEFITS FOR OTHER THAN ORTHODONTIA

**What is Payable** - The plan pays the dentist's charges for covered expenses on the following basis:

- 100% Group A - Preventive and Basic Services and Emergency Visits including: oral examinations and prophylaxis; fluoride treatment; space maintainers; emergency visits; dental x-rays
- 75% Group A - Preventive and Basic Services and Emergency Visits including: extractions; oral surgery; fillings; general anesthetic; treatment of gum disease; endodontic treatment
- 50% Group B - Prosthetic services, including Crowns and Gold Restorations

**Deductible** - \$50 per individual for each calendar year - limit \$100 per family.

Maximum - The maximum benefit for each calendar year is \$1,000. This maximum applies separately to each insured family member.

What Dental Expenses are Covered - The plan covers charges up to those made by most dentist in the area for the services and supplies described in the following section.

What Dental Services are Covered - The plan covers the following services and supplies, for which a charge is made by a dentist or physician, that are required in connection with the dental care and treatment of any disease or defect. In addition, the plan covers certain preventive services.

#### **GROUP A - Preventive and Basic Services and Emergency Visits**

1. Oral Examinations and Prophylaxis

Routine oral examination and prophylaxis (scaling and cleaning of teeth), but not more than once for each covered person during any period of six (6) consecutive months.

2. Fluoride Treatment

The plan covers a fluoride treatment once each calendar year for dependent children.

3. Space Maintainers

The plan covers all space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.

4. Emergency Visits

Emergency palliative treatment (to alleviate pain or discomfort).

5. X-rays

Dental x-rays, including full mouth X-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing X-rays (but not more than once in any period of six (6) consecutive months) and such other dental X-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

6. Extractions

The plan covers all extractions. Allowances for extraction include routine post-operative care.

7. **Oral Surgery**

The plan covers all necessary oral surgery. Allowances include routine post-operative care.

8. **Fillings**

The plan covers amalgam, acrylic, synthetic porcelain and composite fillings that are necessary to restore the structure of teeth that have been broken down by decay.

9. **General Anesthetic**

The plan covers a separate charge for general anesthetic in conjunction with oral surgery and periodontics.

10. **Treatment of Gum Disease**

The plan covers necessary periodontic treatment of the gums and supporting structure of the teeth.

11. **Endodontic Treatment**

The plan covers endodontic treatment, including root canal therapy.

... Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.

... Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof.

... Charges for education or training and supplies used for personal oral hygiene or dental plaque control, or dietary or nutritional counseling.

... Charges for implantology.

... Charges for sealants.

... Charges for failure to keep a scheduled visit with the dentist or hygienist.

... Charges for the completion of any forms.

**Optional Treatment** - Occasionally, a patient may select a more expensive procedure rather than a suitable alternate procedure. In such case, plan benefits will be paid on the basis of a less expensive procedure that is consistent with good dental care.

**Coordination of Benefits** - If the individual is eligible to receive dental benefits under another program, coordination of benefits will be applied between the two with respect to dental charges.

### **BENEFITS FOR ORTHODONTIA**

**What is Payable** - The plan pays the dentist's charge at 50% of covered orthodontic expense up to a lifetime maximum amount payable of \$750 for each child under 19 years of age.

**Covered Orthodontic Treatment** - The plan covers orthodontic treatment that is required to correct malposed teeth, and which begins while the child is covered by the plan. Treatment consists of appliance therapy, surgical therapy, functional and myofunctional therapy; and includes related diagnostic procedures, surgery and extractions performed by a dentist.

**Payment Sequence** - The sequence of payments for orthodontic services is determined in the following manner. If the dentist estimates that active treatment will continue for two or more years, then the total benefit is divided into eight equal portions. The first portion will be payable when the orthodontic appliance is installed and subsequent installments will be payable at 90-day intervals until the maximum has been paid or until insurance terminates. If the estimated course of treatment is less than two years, the total charge is divided into portions so as to make payments at 90-day intervals, beginning with the date the appliance is inserted.

Orthodontic benefits will be payable while treatment continues provided insurance remains in force with respect to the individual. Benefits will be payable provided the individual is covered at the beginning of the 90-day interval. Orthodontic coverage will terminate at the end of the quarter during which the child attains his 19th birthday.

If an employee's insurance is terminated and employee subsequently again becomes insured, employee will be entitled to any unpaid remainder of the original payable benefit, as long as active orthodontic treatment is continued. Such remainder will be payable at 90-day intervals calculated in accordance with the original payment sequence.

**Orthodontic Charge Not Covered** - Since it is contemplated that this plan would be written in conjunction with a plan covering other dental services, the appropriate exclusions set forth in the description of such plan would also apply to this plan.

Coordination of Benefits - If the individual is eligible to receive orthodontic benefits under another program, coordination of benefits will be applied between the two with respect to orthodontic charges.

(Revised December 7, 1981 IBBISBBF&H)

(Revised December 11, 1981 IBEW; BRC of US&C; IAMAW; SMWIA)

## SUPPLEMENT D

### Medical Disqualification Appeal Procedures

In the event an employee is disqualified as a result of a physical and/or mental examination, employee will be notified in writing of the reason for such disqualification. If employee feels that such disqualification is not warranted, the following rules will apply:

- (a) The employee involved shall within fifteen (15) days notify the office of the Carrier's Chief Surgeon or the office of the Chief Mechanical Officer of the name, address and telephone number of the physician of his choice who has current knowledge of his physical and/or mental condition. This notification shall be in writing with copy to the General Chairman.

Upon receipt of this notice the Carrier's Chief Surgeon or his representative and the employee's physician shall, as promptly as possible, confer, by telephone or otherwise as may be deemed appropriate, and compare their medical findings. If they deem it necessary, they will jointly reexamine the employee. If the medical findings of the employee's physician agree with those of the Carrier's physician, they will be accepted as final.

- (b) If the medical findings, of the Carrier's physician and the employee's physician disagree, they shall promptly select a neutral physician who shall be a practitioner of recognized standing in the medical profession, and where any special type of case is involved, employee must be a certified specialist in the disease or impairment which resulted in the employee's disqualification.

After the neutral physician has examined the findings and conclusions of the Carrier's physician and of the employee's physician, employee shall examine the employee. Within fifteen (15) calendar days after completion of this examination, employee shall render a written report of his medical findings, which shall be controlling. This report shall be made to the Carrier's physician and to the employee.

The employee will pay the expense of the physician representing his interest. The Carrier will pay the expense of its own physician. The expense of the neutral will be divided equally between the Carrier and the employee.

- (c) If there is any question as to whether there was any justification for initially restricting the employee's service for initially removing him from service at the time of his disqualification by the carrier's physician(s), the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral physician for his consideration and employee shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral physician shall be accepted by both parties in settlement of this particular feature. If it is concluded the disqualification was not justified,



## **SUPPLEMENT D**

### **Medical Disqualification Appeal Procedures (Continued)**

the employee will be compensated for loss of earnings of his assignment from the time removed from service until restored to service, provided the employee took prompt action to raise the issue in accordance with the provisions of paragraph (a) of this rule.

In the case where the employee accepted his original disqualification but then, at a later date, presented himself to the Carrier's Chief Surgeon for a reexamination (because employee believed his condition had improved and warranted his return to service) and the neutral concludes that the Carrier unjustifiably refused to allow the employee to return to service, then, in such a case, the employee will be entitled to be compensated only for loss of earnings of his assignment from the time said employee presented himself for a reexamination until restored to service.

- (b) Should the findings of the neutral physician be adverse to the employee, and, after a reasonable interval, the employee considers, upon competent medical advice, that his physical or mental condition has improved sufficiently to justify considering his returning to service, and said employee presents to the Carrier's Chief surgeon an adequate and timely medical statement or report indicating that his physical or mental condition has so improved, then a reexamination will be arranged upon request of the employee, or his representative. All such reexaminations will be conducted by the Carrier's Chief Surgeon or his designated representative. There shall be no claim for time lost by the employee in the event employee is returned to service immediately after a reexamination as provided for by this paragraph of this rule.

Dated December 31, 1963 (RED)

## **SUPPLEMENT E**

### **Item 2**

From Article II of Memorandum of Agreement dated November 6, 1953

#### **Upgrading Carmen Helpers and Apprentices**

- (a) In the event of not being able to employ carmen with four years' experience who are of good moral character and habits, regular and helper apprentices will be advanced to carmen in accordance with their seniority. If more men are needed, helpers will be promoted. If this does not provide sufficient men to do the work, men who have had experience in the use of tools may be employed. They will not be retained in service as carmen when four-year carmen as described above become available.

NOTE: Helpers advanced as above will retain their seniority as helpers until they are qualified as carmen under the qualification rule and within thirty days thereafter shall make their choice whether to take seniority as a carman or retain seniority as a helper.

- (b) In the event of force reduction, in the absence of other existing arrangements, demotion shall be in the reverse order to that of upgrading.



## INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099



February 5, 2003

Mr. Raymond Grygiel  
General Chairman, TCIU - Carmen Div.  
10231 So. Central Avenue  
Oak Lawn, IL 60453

**Re:** Revisions to rules provided in the IHB/TCIU-Carmen Agreement effective 1-01-97,  
and Article VI - Safety Shoes of the December 15, 1987 Mediation Agreement,  
Case A-11846.

Dear Mr. Grygiel:

Pursuant to our conversation, the following are revisions to rules provided in the Agreement by and between the Indiana Harbor Belt Railroad Company and its employees represented by the Transportation Communications International Union - Carmen Division, covering rules and working conditions, effective January 1, 1940, revised August 24, 1992, and subsequently amended January 1, 1997, and revision to the safety shoe allowance provided in Article VI - Safety Shoes, of the December 15, 1987 Mediation Agreement, Case A-11846.

### **Rule 7 OVERTIME AND CALLS**

- (a) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one hour for any such service performed.

Employees working two or more hours overtime will be provided a meal by the Carrier. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

- (b) Employees called or required to report for work and reporting but not used will be paid a minimum of four hours at straight time rates.
- (c) Employees called or required to report for work and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays to train movement.
- (d) Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one hour - the advance period to be not more than one hour.

## **Rule 7 – OVERTIME AND CALLS (continued)**

- (e) Except as otherwise provided for in this rule, all overtime beyond sixteen (16) hours' service in any 24-hour period, computed from starting time of employees' regular shift, shall be paid for at rate of double time.

## **Rule 18 NEW JOBS OR VACANCIES**

- (a) When new jobs are created or vacancies of 30 or more days occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to them. All vacancies of 30 or more days or new jobs created will be bulletined as permanent positions.

Bulletins must be posted five (5) days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application in duplicate to the official in charge, who will forward one copy to the Local Committee.

- (b) An employee exercising his seniority rights under this rule will do so without expense to the carrier; the employee will lose his right to the job he left; and, if after a fair trial, the employee fails to qualify for the new position, the employee will have to take whatever position may be open in his craft.

**NOTE 1:** An employee returning from leave of absence of not more than sixty calendar days or an absence due to illness or injury of not more than sixty (60) calendar days' duration or from scheduled vacation, may, within seven (7) calendar days after his return to service, make application for any position bulletined during his absence.

## **Rule 36 DISCIPLINE**

No employee shall be disciplined without a fair hearing by a designated officer of the carrier. Suspension in proper cases pending, shall not be deemed a violation of this Rule (36). The Carrier shall, within 21 days after the incident or after the supervisor's first knowledge of the alleged incident, apprise the charged employee and the duly authorized committee in writing of the precise charge or charges and give the employee reasonable opportunity to assure the presence of necessary witnesses. If it is found that the employee has been unjustly suspended or dismissed from service, such employee shall be reinstated with his seniority rights unimpaired and compensated for his net wage loss, if any, resulting from said suspension or dismissal.

**NOTE:** Neither Rule 35 or Rule 36 attempts to obligate the carrier to refuse permission to an individual employee to present his own grievance or, in hearing involving charges against him, to present his own case personally. The effect of these rules, when an individual employee presents his own grievance or case personally, is to require that the duly authorized committee, or its accredited representative, be permitted to be a party to all conferences, hearings, or negotiations between the aggrieved or accused employee and the representative of the carrier.

## **Rule 154 CLASSIFICATION OF WORK**

- (a) Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight-train cars), painting, upholstering, and inspecting all passenger and freight cars, both wood and steel, planning mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, except work generally recognized as bridge and building department work; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks, building, repairing and removing and applying locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, tender frames and trucks; pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting with brushes, stencils and removing paint (not including use of sand blast machine or removing in vats); all other work generally recognized as painters' work under the supervision of the locomotive and car departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliance and train car repairs, oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work. Bleeding of air from all freight equipment is to be recognized as Carmen's work, except in those instances when there is no carman assigned to that territory.
- (b) It is understood that present practice in the performance of work between the carmen and boilermakers will continue.

The safety shoe allowance provided in Article VI – Safety Shoes, of the December 15, 1987 Mediation Agreement, Case A-11846, has been revised to read:

### **WORK BOOT ALLOWANCE**

Effective January 1, 2003, employees covered by this Agreement may purchase one (1) pair of approved safety shoes from a Carrier designated distributor each calendar year. The Carrier will contribute \$120.00 toward the price of the shoes so purchased. The Carrier shall provide protective clothing and equipment that it deems necessary for the protection of the safety and health of employees covered under this Agreement.

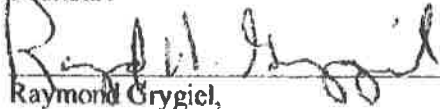
If the above rule revisions meet with your understanding, please so indicate by signing in the space provided below.

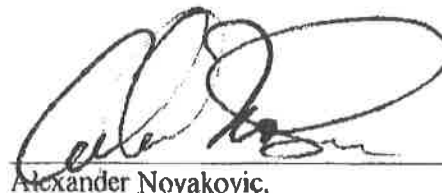
Very truly yours,

  
Mary Kay Conley

Director Labor Relations & Human Resources

Concur:

  
Raymond Grygiel,

  
Alexander Novakovic,

## **CARMEN'S SPECIAL RULES**

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### **Rule 153 QUALIFICATIONS**

Any man who has served an apprenticeship or who has had four (4) years' practical experience at car work, and who, with the aid of tools, with or without drawings, can lay out, build, or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

#### **NOTE:**

#### **MEMORANDUM OF AGREEMENT BETWEEN INDIANA HARBOR BELT RAILROAD COMPANY AND THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILWAY CARMEN OF THE UNITED STATES AND CANADA.**

Effective June 1, 1985, all rules and agreements covering apprentices, students mechanics, upgraded helpers and other non-journeymen employees performing Carman's work shall be revised and amended to provide that 732-eight (8) hour days shall constitute the training period, or the number of days' service at Carman's work required to become a Carman. Seniority as a Carman will be established on the date the training period is completed or the 732 days' service at Carman's work is completed.

The purpose of this agreement is to eliminate the retroactive seniority provisions of such rules or agreements.

Signed this 28th day of May, 1985, at Gibson, Indiana.

I CONCUR:

(Signature Omitted)

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E.A. Schlining  
General Chairman,  
& Personnel

I CONCUR:

(Signature Omitted)

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J.K. Beatty  
Manager-Labor Relations BRC of US&C

APPROVED:

(Signature Omitted)

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A.B. Cravens, Gen Mngr



**INDIANA HARBOR BELT RAILROAD COMPANY**  
2721 - 161ST STREET, HAMMOND, IN 46323-1099

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October 2, 2014

Mr. Robert Keppen  
Local Chairman 6295  
TCIU Carmen Division  
601 Dogwood Drive  
Michigan City, IN 46360

Re: Rule 18 - New Jobs or Vacancies

Dear Mr. Keppen:

Reference is made to our various discussions regarding Rule 18 as set forth in the Working Agreement by and between the Indiana Harbor Belt Railroad and its employees represented by the TCU-Carmens Division. We agreed to abrogate Paragraph B of Rule 18 and substitute what follows in its place. All other parts of Rule 18 remain in full force and effect.

- (b) An employee exercising his/her seniority rights under this rule will do so without expense to the Carrier; the employee will lose his/her right to the job he/she left; and, if after a fair trial, the employee fails to qualify for the new position, the employee must take whatever position is open in his/her craft, or, if he/she is a journeyman, he/she may displace an apprentice.

If this accurately reflects your understanding of our agreement, please indicate so by affixing your signature below and returning a copy of this letter to me for my files.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Kay Conley".

Mary Kay Conley  
Director Labor Relations and Human Resources

I AGREE:

A handwritten signature in cursive script, appearing to read "Robert Keppen".  
A handwritten signature in cursive script, appearing to read "Raymond Grogg".

Robert Keppen  
Local Chairman 6295, TCIU Carmen Division