

Claiming 8 Hours pay **IN ADDITION** to entitled **GUARANTEES** due to the carrier (Indiana Harbor Belt Railroad Company) violating ARTICLE VIII Section 1 and 2 of the 2005 Agreement between the Indiana Harbor Belt Railroad Company and its Employees Represented by the United Transportation Union (UTU) currently known as SMART. (See **EXHIBITS A and B**).

The 2005 Agreement was violated when I submitted _____ Guarantees (**EXHIBIT G**) and was denied the aforementioned Guarantees (**EXHIBIT H**).

I worked _____ days, and was available to the Carrier for _____ Days in accordance with the August 1, 2005 Agreement. ARTICLE VIII GUARANTEED EXTRA BOARD STARTS- Non-Protected Yardmen.

If available 13 out of 14 days attach **EXHIBIT C**.

EXHIBIT C

F. In the event a Yardman is fully available on the extra board and does not remove himself/herself from the extra board for thirteen (13) days in a fourteen (14) day pay period, fourteen (14) days in a fifteen (15) day pay period, or fifteen (15) days in a sixteen (16) day pay period, such Yardman shall not have his/her Extra Board Starts reduced by one (1) for that pay period unless such Yardman removes himself/herself from the extra board on the last calendar day of the pay period.

NOTE: In the event a Gibson Yardman completes his/her five (5) day work week in less than seven (7) calendar days, such Yardman's off days shall not reduce his/her Extra Board Starts.

If available 12 out of 14 days attach **EXHIBIT D**.

EXHIBIT D

E. In the event a Yardman is fully available on the extra board and does not remove himself/herself from the extra board for twelve (12) days in a fourteen (14) day pay period, thirteen (13) days in a fifteen (15) day pay period, or fourteen (14) days in a sixteen (16) day pay period, such Yardman shall have his/her Extra Board Starts reduced by only one (1) for that entire pay period.

NOTE: In the event a Gibson Yardman completes his/her five (5) day work week in less than seven (7) calendar days, such Yardman's off days shall not reduce his/her Extra Board Starts.

In the event completes his/her six consecutive tours of duty attach **EXHIBIT E**.

If available 11 or less days in a 14 day pay period attach **EXHIBIT F**.

EXHIBIT A. Section 1, ARTICLE VIII 2005 Agreement

EXHIBIT B. Section 2. ARTICLE VIII 2005 Agreement

EXHIBIT C. Section 4, Part F. ARTICLE VIII 2005 Agreement

EXHIBIT D. Section 4, Part E. ARTICLE VIII 2005 Agreement

EXHIBIT E. May 24, 2012 Agreement

EXHIBIT F. Section 4. Paragraph 1. ARTICLE VIII 2005

EXHIBIT G. Original Guarantee Submission

EXHIBIT H. Guarantee Denial

Section 15

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

ARTICLE VIII - Guaranteed Extra Board Starts - Non-Protected Yardmen**Section 1**

An IHB Yardman with an employment date with Indiana Harbor Belt Railroad Company subsequent to October 1, 1992, who is working off the extra board at one of the various terminals, i.e. Norpaul, Argo, Blue Island, or Gibson, shall be entitled to and guaranteed a minimum of eleven (11) tours of duty (starts) per pay period, subject to the provisions of ARTICLE VIII as set forth herein.

Section 2

In the event a Yardman places himself/herself on the extra board and does not make a minimum of eleven (11) tours of duty (starts) in that pay period, such Yardman shall be compensated one (1) day's pay at his/her applicable rate of pay at the Foreman's eight (8) hour basic daily rate of pay for each full calendar day (midnight to midnight) that such Yardman was available on the extra board but did not perform service for the Carrier.

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

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

Section 3

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

Section 4

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

- A. In the event a Gibson Yardman completes his/her five (5) day work week in less than seven (7) calendar days, such Yardman's off days shall not reduce his/her Extra Board Starts.
- B. Each time a Yardman is removed from the extra board at any time during a calendar day and he/she places himself/herself back on the extra board within 24 hours thereof, he/she shall have his/her Extra Board Starts reduced by only one (1) for that pay period.

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- C. In the event a Yardman is removed from the extra board for the purpose of marking up on a regular assignment(s) on that same calendar day and is subsequently bumped and such Yardman immediately places himself/herself back on the extra board upon notification of a bump(s), such Yardman shall not have his/her Extra Board Starts reduced by one (1) for that pay period.
- D. In the event a Yardman is removed from the extra board for the purpose of marking up on a regular assignment(s) for the following calendar day and would not have been called off the extra board to perform service for the Carrier between the time such Yardman called to assign himself/herself regular and midnight, such Yardman shall not have his/her Extra Board Starts reduced by one (1) for that pay period.
- E. In the event a Yardman is fully available on the extra board and does not remove himself/herself from the extra board for twelve (12) days in a fourteen (14) day pay period, thirteen (13) days in a fifteen (15) day pay period, or fourteen (14) days in a sixteen (16) day pay period, such Yardman shall have his/her Extra Board Starts reduced by only one (1) for that entire pay period.

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NOTE: In the event a Gibson Yardman completes his/her five (5) day work week in less than seven (7) calendar days, such Yardman's off days shall not reduce his/her Extra Board Starts.

Section 5

In the event a Yardman is set up in a regular status and cannot hold a regular assignment on any full calendar day, such Yardman may revert to the extra board at his/her seniority district for the remainder of that pay period. Such Yardman shall be entitled to the appropriate proration of his/her guaranteed Extra Board Starts.

Section 6

Each Extra Board Start a Yardman is compensated for shall count as eight (8) qualifying hours in determining eligibility for vacation and shall be considered compensated service in determining compensation due for vacation pay, in accordance with the provisions as set forth in the National Vacation Agreement.



- C. In the event a Yardman is removed from the extra board for the purpose of marking up on a regular assignment(s) on that same calendar day and is subsequently bumped and such Yardman immediately places himself/herself back on the extra board upon notification of a bump(s), such Yardman shall not have his/her Extra Board Starts reduced by one (1) for that pay period.
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INDIANA HARBOR BELT RAILROAD COMPANY
2721 - 161ST STREET, HAMMOND, IN 46323-1099

May 24, 2012

P. D. Drennan
General Chairman, UTU(y)
PO Box 3576
Munster, IN 46321



Dear Mr. Drennan:

This will confirm our understanding reached during our conference of May 24, 2012, at Hammond, Indiana, wherein it is mutually agreed and understood that Protected Employees, Limited-Rights Protected Employees, Non-Protected Employees and Switchtender/Operators who are on a Guaranteed Extra Board shall not have their Guaranteed Extra Starts reduced as a result of receiving Holiday pay.

In the event a Protected Employee, Limited-Rights Protected Employee, Non-Protected Employee and/or Switchtender/Operator on a Guaranteed Extra Board at Norpaul, Argo, Blue Island, Gibson and/or Tower, who complete his/her six consecutive tours of duty requiring forty-eight consecutive hours of rest, such Yardman's and/or Switchtender Operator's 48 hours of consecutive rest i.e., rest days, shall not reduce such Yardman's and/or Switchtender/Operator's Extra Board Starts for that pay period or the subsequent pay period, if applicable.

If this correctly sets forth our understanding, please affix your signature in the space provided for below.

Sincerely,

Mary Kay Conley
Director of Labor Relations and Human Resources

AGREED:

P. D. Drennan, General Chairman, UTU(Y)

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EXHIBIT G

Attach Original guarantee submission. Just the title page not the EXHIBITS.

Attach **EXHIBIT G** Sticker.



EXHIBIT H

Guarantee denial by Carrier for Applicable Pay Period.

NOTE: If Carrier **NEVER** denies Guarantees in writing call Organization Immediately.

1. Print Carrier denial.
2. Attach **EXHIBIT H** Sticker.

