

ARTICLE XV

RETURN OF TIME SLIPS

(a) When for any reason the time claimed by time slip is not allowed or if the time slips are not made out correctly, they will be promptly returned and the reason given therefor.

NOTE: The above is applicable on the IHB Railroad except as modified by the Time Limit For Handling Claims Agreement in effect which is as follows;

AGREEMENT ENTERED INTO AT GIBSON, INDIANA, THIS 18th DAY OF MAY, 1960 BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF RAILROAD TRAINMEN IN RE TIME LIMITS FOR HANDLING CLAIMS

IT IS AGREED:

All claims or grievances arising on and after June 1, 1960 shall be handled as follows:

(a) All time claims or grievances must be presented in writing by the employee involved or his authorized representative on behalf of the employee, to the officer of the company authorized to receive same, within thirty (30) days from the date of the occurrence on which the claim or grievance is based. Should any such time claim or grievance be disallowed, the carrier shall, within thirty (30) days from the date same is filed, notify the employee or his representative in writing of the reasons for such disallowance. If not so notified, the time claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar time claims or grievances.

(b) If a disallowed time claim or grievance is to be appealed to the Superintendent, such appeal must be made in writing to the Superintendent within ninety (90) days from receipt of notice of disallowance. 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 time claims or grievances.

(c) When an appealed time claim or grievance is disallowed by the Superintendent such disallowance must be in writing within ninety (90) days of receipt of appeal otherwise the claim will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims.

(d) If a time claim or grievance disallowed by the Superintendent is to be appealed to the highest officer designated by the carrier to handle such time claims or grievances, such appeal must be made in writing within sixty (60) days of the date of the disallowance by the Superintendent; otherwise the claim or grievance shall be deemed abandoned and barred but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar time claims or grievances.

(e) When an appealed time claim or grievance is disallowed by the highest officer designated by the carrier to handle such claims or grievances such disallowance must be in writing within sixty (60) days of receipt of appeal, otherwise the claim will be considered valid and settled accordingly but settlement by virtue of the operation of this paragraph shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims.

(f) Decision by the highest officer designated to handle time claims or grievances shall be final and binding unless within six months after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All time claims or grievances involved in a decision of the highest officer shall be barred unless within one year from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

(g) With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for the time lost shall be sufficient.

(h) The time limits herein established do not apply to personal injury cases as this matter is not subject to the collective bargaining procedures, nor do they apply to discipline cases which involve a plea for leniency, or to discipline cases which do not involve a claim for reimbursement for wages or time lost. Claims filed in connection with the vacation agreement effective July 1, 1949 will be handled in accordance with the provisions of that agreement.

(i) This agreement recognizes the right of representatives of the organization party hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

NOTE: The provisions of this agreement shall not bar an individual from progressing his own case only. However, if at any stage of handling on the property, the individual desires assistance, such assistance must be rendered only by a duly accredited representative of the organization holding the contract, and further, any case an individual may handle in his own behalf must be handled under the agreements, rules, interpretations, etc., of the parties signatory to this agreement. Any settlements or decisions in connection with disputes or matters arising under the labor agreements between the parties hereto, made with individuals will not be binding upon the organization or the carrier in any future negotiations, or be considered as an interpretation of agreements in effect.

This agreement will become effective June 1, 1960 and supersedes the agreement entered into at Gibson, Indiana, April 30, 1957 between the Indiana Harbor Belt Railroad and its employees represented by the Brotherhood of Railroad Trainmen and shall continue in effect thereafter subject to the provisions of the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 18th day of May, 1960.

Mr. H.E. Howard, General Chairman, BRT

May 19, 1960

With respect to the Time Limit on Claims agreements signed at Gibson, Indiana, May 18, 1960.

In connection with the initial filing and handling of time claims, it is agreed that claims can be filed for an available man or an available crew. This is generally understood to be the man or crew who was first out at midnight, that is, at 12:01 a.m. of the date following date of claim.

In the event such a claim is filed, it may be filed by the authorized representative on behalf of the employee(s), and the authorized representative will ascertain the name(s) of the claimant(s) from the proper designated carrier representative.

The names are to be checked initially by the Trainmaster for the purpose of making any correction. After this check has been made and the claimant(s) determined, no further change(s) will be made in the name(s) of the claimant(s).

It is also to be understood that claims of this type must carry some identification that the claim is filed "for an available man (or crew)."

/s/ A.F. Liesenfelt

CC Mr. Walter E. Grady, Deputy President, BRT

VOUCHER FOR OMITTED TIME

(b) Yardmen who are short eight hours or more in their pay will upon request be given a voucher for the amount.