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AGREEMENT BETWEEN THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS (HEREINAFTER REFERRED TO AS THE ORGANIZATION) AND THE INDIANA HARBOR BELT RAILROAD COMPANY (HEREINAFTER REFERRED TO AS THE CARRIER) WITH RESPECT TO AN ARRANGEMENT PROVIDING FOR AN OPPORTUNITY FOR 22 DEPARTURES IN A MONTHLY PERIOD

WHEREAS the Organization representing engineers in yard service has requested the Carrier to enter into an arrangement providing an opportunity for 22 departures per monthly period;

IT IS MUTUALLY UNDERSTOOD AND AGREED:

(a) On the date the provisions of this agreement become effective, the daily rate of pay for engineers will be as follows:

<u>WEIGHT ON DRIVERS (pounds)</u>	<u>Five Day Work Week</u>
Less than 140,000	\$27.10
140,000 and less than 200,000	27.62
200,000 and less than 250,000	27.82
250,000 and less than 300,000	28.00
300,000 and less than 350,000	28.18
350,000 and less than 400,000	28.44
400,000 and less than 450,000	28.69
450,000 and less than 500,000	28.94
500,000 and less than 550,000	29.19
550,000 and less than 600,000	29.41
600,000 and less than 650,000	29.62
650,000 and less than 700,000	29.84
700,000 and less than 750,000	30.06
750,000 and less than 800,000	30.27
800,000 and less than 850,000	30.49
850,000 and less than 900,000	30.70
900,000 and less than 950,000	30.92
950,000 and less than 1,000,000	31.14
1,000,000 pounds and over .....	

With 21 $\frac{1}{2}$ ¢ added for each add'l 50,000 lbs or fraction thereof.

(b) The rate of pay in effect on the date of the execution of this agreement includes the wage increase provisions effective June 1, 1964, as provided for in the agreement dated July 18, 1964, but the rates do not include that portion of the named agreement providing:

" 2(a) Effective June 1, 1964 the standard basic daily rates of pay of locomotive engineers (motormen) in effect May 31, 1964, as increased by Paragraph (1) (a) hereof, will be further increased by the addition of \$1.50 in all classes of road freight and yard service when the engine crew consists of only a locomotive engineer."

(c) This agreement is in lieu of the Five Day Work Week provisions of the agreements of May 23, 1952, applicable to engineers represented by the Organization.

(d) If at any time subsequent to the execution of this agreement the Organization serves notice to adopt the actual Five Day Work Week it will be established in accordance with the provisions of Article 3 of Agreement "1" dated May 23, 1952, and thereafter the provisions of this agreement will no longer apply.

- 1) Effective March 1, 1966 engineers in yard service will work under an arrangement providing for an opportunity for 22 departures in a monthly work period.
- 2) Assignments commenced prior <sup>to</sup> March 1, 1966 will not be affected by the terms of this agreement.
- 3) Service as engineer in yard service under this agreement shall apply to yard, belt line, transfer service, all miscellaneous service, any combination thereof, or any service where the rules require the services of an engineer.
- 4) Engineers in yard service will be divided into groups with the object of having enough engineers to cover the work on days off of other engineers.
- 5) The seniority board of engineers will be grouped according to alphabetical order as shown in Item 6. A to E (both inclusive) will run from the first (1st) to the end of the month. F to J (both inclusive) will run from the eighth (8th) to the seventh (7th) of the following month. K to R (both inclusive) will run from the fifteenth (15th) to the fourteenth (14th) of the following month. S to Z (both inclusive) will run from the twenty second (22nd) to the twenty first (21st) of the following month.
- 6) The groups to be used beginning March 1, 1966 will be as follows:
  - Group 1 - from the first of the month to the end of the month  
A to E, both inclusive,
  - Group 2 - from the eighth of the month to the seventh of the following month - F to J, both inclusive.
  - Group 3 - from the fifteenth of the month to the fourteenth of the following month - K to R, both inclusive.
  - Group 4 - from the twenty second of the month to the twenty first of the following month - S to Z both inclusive.

- 7) The number of engineers in each of the groups is subject to change by agreement between the General Chairman and the Carrier to meet the demands of economical service.
- 8) An engineer's work period will begin with the first day of the monthly period in the alphabetical group in which his name falls.
- 9) Rest day time will begin on the calendar day starting at 12:01 a.m. but not less than eight (8) hours after the tie-up time of the last assignment worked prior to "calendar rest Day."
- 10a) Regularly assigned and extra engineers who desire to work as extra engineers after completing 22 straight time tours of duty or a combination of punitive and straight time tours of duty, must register in writing their names with the crew caller within eight hours after completing their 22 departures during the monthly period.
- 10b) Engineers registering for extra work as provided for in 10a will be placed on the "available extra board" and will be used from said "available extra board" when the extra board is exhausted on a first-in first-out basis without regard to the rate of pay their tour of duty demands.
- 10c) If an engineer refuses to work when called off the "available extra board" his name will be removed for the balance of his monthly work period. If an engineer misses a call, the 10 hour rule will apply and his name will be placed at the foot of the "available extra board."
- 11) Regularly assigned engineers must return to their regular assignment on the first day of their monthly work period or another assignment, which includes the extra board, through the exercise of seniority in accordance with prevailing schedule rules, and will be paid at the straight time rate for the first eight (8) hours of their tour of duty.
- 12) Any engineer reporting for duty and permitted to leave his assignment before working the full eight hours will be counted as having a day worked.
- 13) Service performed as an engineer, fireman, hostler or hostler helper will be included in determining service under the 22 departure arrangement. After a combination of service as herestated has been performed, the engineer will be privileged to exercise the provisions of Section 10a and 10b of this agreement.
- 14) It is recognized that the Carrier is entitled to have an extra engineer work 22 straight time starts in yard service in a monthly work period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948, subject to the provisions of Sections 10a and 10b of this agreement.

- 15) Regular assigned engineers working as such more than 22 straight time starts in a monthly work period shall be paid one and one half times the basic straight time rate for such excess work.
- 16) In the event an additional day's pay is paid to a regularly assigned or an extra engineer for other service performed or started during the course of his tour of duty in yard service, such additional day will not be utilized in computing the 22 straight time starts.
- 17) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for work referred to in Item 16 be utilized in computing the 22 straight time eight hour shifts referred to in such Item 16, nor shall time paid for in the nature of arbitraries or special allowances such as deadheading, attending court, requests, investigations, examinations, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.
- 18) Nothing in this understanding shall be construed as creating a minimum or maximum guarantee or that any guarantee as to number of days worked is or will be contemplated, intended, or implied, by any of the provisions of this arrangement.
- 19) Agreements, rules and/or practices in conflict with the provisions of this agreement are superseded hereby.

This agreement shall become effective March 1, 1966 and may be cancelled at any time by either party upon thirty days' written notice until September 1, 1966, after which date it may be revised or cancelled in accordance with the provisions of the Railway Labor Act, as amended. This cancellation clause in no way affects the provisions of Paragraph (d) herein pertaining to Article 3 of May 23, 1952 agreement.

Signed at Hammond, Indiana, this 15th day of February 1966

FOR THE BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS:

FOR THE INDIANA HARBOR  
BELT RAILROAD COMPANY:

W. C. J. SPENCER  
General Chairman

W. C. B. FLEMING  
General Manager

INDIANA HARBOR BELT RAILROAD COMPANY.

APPLICABLE PROCEDURE GOVERNING 22 DEPARTURES  
FOR ENGINEERS  
UNDER EXISTING AGREEMENTS.

1. Does service performed as an engineer, fireman, hostler, hostler helper determine service under 22 departure Agreement?  
Yes, any combination of service is to be computed in determining the 22 departures.
2. How are departures computed relative to straight time and overtime starts?  
All departures, regardless of straight or overtime starts are to be computed in determining 22 departures.
3. What is the procedure to follow when an engineer has completed 22 departures?  
He may stay on His Run (but not work) until the beginning of his next work period, or he may exercise his rights under this Agreement and go to the Available Extra Board until the beginning of his next work period as outlined in Paragraph 10-B.
4. Can he register with crew dispatchers for extra work after completing 22 departures?  
Yes, he must register within 8 hours after his tie up time of his 22 starts with crew dispatcher who will place him on the available extra board.
5. What time does he go on the Available Extra Board?  
At the time he calls the Crew Dispatcher.
6. How is he used off this Board?  
He is used in rotary fashion, the same as Regular Engineers Extra Board, first in, first out, regardless of punitive time.
7. What if he misses a call off the available extra board?  
The ten (10) hour rule will apply, and his name will be placed at the foot of the available extra board.
8. What if he refuses to work when called off the available Board?  
His name will be removed for the rest of his monthly work period.

9. Do vacation days count as starts?

No, they do not count as starts.

10. Who is to be called for emergency running?

The oldest available fireman at the terminal where the vacancy occurs, after the regular engineers extra board and engineers available extra board has been exhausted.

1a. Can any Engineer, younger in seniority, take his assignment as a regular assignment during his rest period?

Yes.

12. How is he to return to work, after 22 departures, for his next work period?

He must give crew dispatcher three <sup>4</sup> (3) hours notice to return to his job, or 12 hours notice to bump onto another job.

13. If he is on his 21 start on a Norpaul Job, and takes an Argo Job for his 22nd start, does the Argo Job become an "open" job at the completion of his 22 starts?

Yes, and no deadhead is paid while he owns the job.

14. How does deadhead pay apply if he is bumped off an Argo run during his rest day time as prescribed in Article 9 of Current Agreement?

Deadhead pay is applied as under current existing Agreements.

15. If he works the Argo Job one day, completing 22 departures, must he go back to the job when he starts his next work period?

Yes, he must be marked up on the job two (2) more days, or a total of three (3) days, unless he has a bump coming.

16. Must regular assigned engineers return to their regular assignment as prescribed in Article 11 of the 22 Departure Agreement?

Regular Engineers may return to their regular assignment through the exercising of their seniority in accordance with prevailing schedule Rules.

CC: Crew Dispatchers  
B.J. McCanna  
A.R. Terrill  
A. Liesenfelt