

DISCIPLINE -

MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS WITH RESPECT TO THE NOTIFICATION AND HOLDING OF INVESTIGATIONS IN DISCIPLINE CASES.

IT IS AGREED:

Effective May 1, 1974, Article 33 - DISCIPLINE - under the Scheduled Agreements effective August 1, 1928 and the Agreement dated September 27, 1960 are abrogated.

Effective May 1, 1974, the following discipline rule shall apply:

ARTICLE 1. An engineer covered by this agreement will not be disciplined, including dismissal from the service, without a fair and impartial investigation.

ARTICLE 2. Suspension pending an investigation shall not be deemed a violation of this agreement but should the engineer be found not guilty, he shall be reinstated with full seniority and paid for all time lost.

ARTICLE 3. Engineers shall be given written notice of the charges pending against him within five (5) days after the Carrier has knowledge of the alleged offense.

ARTICLE 4. The investigation shall be held within five (5) days after notification and it shall not be held unless the engineer has been afforded an opportunity to get his legal (8 hours) rest, except in minor cases or when held at the end of a tour of duty.

ARTICLE 5. An accused engineer shall have the right to select another employee of this Carrier or a union representative of his choice to represent him.

ARTICLE 6. The Carrier shall render a decision within five (5) days after completion of the investigation. A transcript of the investigation will be furnished the employee or his representative upon request and a receipt will be signed therefor.

ARTICLE 7. Engineers charged but not suspended who are required to attend an investigation and not found guilty will be compensated for their time on a straight time minute basis for the actual time spent in the investigation.

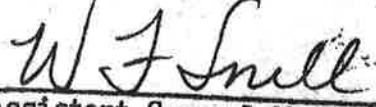
ARTICLE 8. This agreement shall remain in effect until modified or abrogated as provided for under the Railway Labor Act, as amended.

Signed at Gibson, Indiana, this 16th day of April, 1974.

FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:


General Chairman

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY:


Assistant General Manager-
Labor Relations

Jones. Bump board agreement

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS WITH RESPECT TO THE HANDLING OF DISPLACED ENGINEERS ON THE GIBSON, BLUE ISLAND AND NORPAUL ENGINEER BOARDS.

IT IS AGREED:

SECTION 1. Effective October 25, 1974, paragraphs No. 2, No. 8-c, No. 12 and No. 25(c) of the "COMPILATION OF RULES IN EFFECT AS OF MAY 1, 1943 GOVERNING ENGINEERS ON THE I.H.B. IN ADDITION TO THOSE INCORPORATED IN THE PRINTED SCHEDULE FOR ENGINEERS. Revised as of October 1, 1950." are herewith abrogated and the following will apply.

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

SECTION 3. Engineers so displaced who desire to take the extra board must do so within one (1) hour after being notified of displacement.

(NOTE: If he picks the extra board at the time he is notified of bump, he will be placed on the extra board as of the time of his last tie up, otherwise, he will be placed at the foot of the extra board as of the time he gives such notification.) *no abrogated*

SECTION 4. Engineers so displaced must pick a new assignment within twelve (12) hours of the time notified of displacement and this assignment must be one which would allow him to work within thirty-six (36) hours of the time notified of displacement, except that in the event the displaced engineer does not pick a new assignment within the twelve (12) hour period specified herein above, he will, at the expiration of the twelve (12) hour period, be placed at the foot of the extra board and thereafter, must work at least one turn from the extra board before he will be allowed to exercise his seniority elsewhere.

SECTION 5. Engineers on assignments cancelled for one (1) day or more may stay on that assignment for the cancellation period or he may exercise seniority to a new assignment in accordance with the above procedures.

SECTION 6. Engineers at Norpaul desiring to bump into the pool, when pool turns are assigned, must bump the youngest engineer holding a pool turn.

SECTION 7. This agreement shall remain in effect until modified, abrogated or otherwise changed as provided for under the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 15th day of October, 1974.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

William Jones
General Chairman

FOR THE INDIANA HARBOR BELT RAILROAD COMPANY:

W. J. Inell
Assistant General Manager - Labor Relations

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS WITH RESPECT TO THE HANDLING OF ENGINEERS ON THE GIBSON, BLUE ISLAND AND NORPAUL ENGINEER BOARDS WHO DESIRE TO EXERCISE SENIORITY THOUGH NOT DISPLACED.

IT IS AGREED:

SECTION 1. Effective October 25, 1974, paragraphs No. 1, No. 4, No. 6, No. 7-a and No. 8-b of the "COMPILATION OF RULES IN EFFECT AS OF MAY 1, 1943 GOVERNING ENGINEERS ON THE I.H.B. IN ADDITION TO THOSE INCORPORATED IN THE PRINTED SCHEDULE FOR ENGINEERS. Revised as of October 1, 1950." are herewith abrogated and the following will apply.

SECTION 2. Engineers wishing to make a bump, though not displaced, must give at least a twelve (12) hour notice from the on duty time of the new assignment of their desire to take that assignment.

SECTION 3. Engineers will not be permitted to make a bump which would allow them to make two (2) starts in any one calendar day.

SECTION 4. Engineers will not be permitted to give up a job for the purpose of being off duty or not working for one or more days.

SECTION 5(a) Engineers on triple crewed assignments, or on the first assignment of a double crewed assignment, which do not normally work overtime, will not be permitted to pick a new assignment which would commence work in less than sixteen (16) hours from the starting time of the last assignment that engineer worked.

(b) Engineers on single crewed assignments, or on the second assignment of a double crewed assignment, will not be permitted to pick a new assignment which would commence work in less than twenty (20) hours from the starting time of the last assignment that engineer worked.

SECTION 6. Engineers taking a new assignment must work that assignment on their next departure unless prevented from so doing account insufficient rest under the Hours of Service Law, in which case they must remain on the assignment last worked, unless bumped (in which case they would be handled under the bump rule), or, he will stay on the new assignment if permitted off for one (1) day or more.

SECTION 7. Engineers will not be permitted to pick an assignment more than twenty-four (24) hours prior to that assignment's on duty time.

SECTION 8. This agreement shall remain in effect until modified, abrogated or otherwise changed as provided for under the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 15th day of October, 1974.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

Thomas Jones
General Chairman

FOR THE INDIANA HARBOR BELT RAILROAD COMPANY:

W. F. Snell
Assistant General Manager-
Labor Relations