

07-12-65

Home Terminal Agreement. Also filed with this Agreement is the 11-05-80 Agreement modifying the Home Terminal Agreement, the 5-24-90 Modification of Paragraph 4 of the 7-12-65 Home Terminal Agreement, and the 2-05-03 Letter of Understanding modifying the Home Terminal Agreement.

1564

Home Terminal agreement
7-12-65

/ c o p y /

Memorandum of Understanding between the Indiana Harbor Belt Railroad Company, The New York Central Railroad, and their employees represented by the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen, with respect to promotion and reduction in force rule

WHEREAS the labor organizations parties to this agreement have requested that an understanding be arrived at with respect to the promotion of firemen to engineer and the demotion of engineers to firemen;

IT IS AGREED:

1. Engineers and firemen qualified as engineers will, no later than August 1, 1965, indicate in writing to the designated officer of the Carrier, with a copy to the Local Chairman of their organization, the terminal of their choice as engineers. No engineer or fireman qualified as engineer will be permitted to change terminal after the original designation on August 1, 1965, unless written notice is furnished the designated officer of the Carrier ~~ten~~ days in advance of the date change is to be made.

For the purposes of this agreement the terminals are:

Franklin Park (Norpaul and Argo, Illinois)
Blue Island, Illinois
Gibson, Indiana
Lyons Yard (Danville, Illinois)

2. If an employee fails to submit an original bid as specified in the above Item 1, Carrier and the organization will designate such terminal and employee will remain at that terminal until he makes election in accordance with the provisions of said Item 1.
3. In the event there are not sufficient engineers or firemen qualified as engineers to fill vacancies at a terminal or terminals, sufficient engineers and/or firemen qualified as engineers will be added to the engineers' extra board at that terminal or terminals by promoting or setting up the senior demoted engineer and/or firemen qualified as engineer at the terminal where such vacancies arise.
4. In the event there is no available demoted engineer or fireman qualified as an engineer at a terminal, the junior available demoted engineer or fireman qualified as an engineer at any other terminal(s) except Lyons Yard will be promoted (set up) and required to work at such terminal, when and where needed.
5. It is understood that no senior demoted engineer will be in active service as a fireman at any terminal when there is a man his junior in active service as an engineer at the specific terminal unless it is agreed upon by the Carrier and one of the organizations party hereto.

/ c o p y /

2.

6. A demoted engineer may exercise seniority as an engineer at any terminal where a junior engineer is in engineer service only as provided in Item 1.
7. In the application of this agreement, it is understood that the engineers' extra board at each of the terminals listed in Item 1 will be adjusted independently commensurate with the requirements of the service at each such terminal.
8. Each tour in engineer service will be utilized as one of the starts in computing the twenty-two starts for monthly work period referred to in agreement between the BLF&E and the Indiana Harbor Belt Railroad dated January 31, 1956, providing for a monthly work period of twenty-two starts for firemen. This Item 8 is applicable on the IHB only.

IT IS FURTHER AGREED that in the application of this understanding, it will not result in any additional expense to the Carrier or Carriers, and it is not the purpose or intent of this understanding that there be a combination of the schedule or rules or working agreements of the two organizations and this understanding is solely and only for the purpose as agreed to above, and it is not otherwise implied or intended that this Memorandum of Understanding is in any way to change the rules or regulations of the general agreements of either organization with the Carrier(s), or change, alter, or cancel any regulations with respect to the operation and regulation of the crew boards of either the engineers or firemen.

This Memorandum of Understanding will be effective August 1st 1965, and will be for a trial period of ninety days and should it prove satisfactory, to all parties, it will be made permanent after the ninety day trial period and thereafter subject to revision or cancellation as provided for in the Railway Labor Act as amended.

Signed at Hammond, Indiana, this 12th day of July 1965.

FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:

/s/ C. J. Shear
General Chairman

FOR THE BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN:

/s/ R. L. Lewman
General Chairman

FOR THE INDIANA HARBOR BELT RAILROAD
COMPANY:

/s/ C. B. Fleming
General Manager

FOR THE DANVILLE SUBDIVISION,
SOUTHERN DISTRICT, NEW YORK CENTRAL
RAILROAD:

/s/ R. B. Hasselman
General Manager

/ c o p y /

LA-3 BLE

11-05-80

Home Terminal Agreement

This Agreement modifies the Home Terminal Agreement of July 12, 1965, Paragraph 1, concerning Engineers and Firemen (Helpers) qualified as Engineers changing terminals.

File LA-3

Joint BLE-UTU(E)
Engineers changing
terminals under
7-12-65 "Home
Terminal" Agreement

LETTER OF AGREEMENT

Governing Engineers and Firemen
(helpers) qualified as engineers
changing terminals under the
7-12-65 "Home Terminal" Agree-
ment - Paragraph 1 modified.

Effective

November 5, 1980

INDIANA HARBOR BELT RAILROAD COMPANY

2721 - 161ST STREET, HAMMOND, INDIANA 46323

G. N. MICKELSON
SUPERINTENDENT

G. H. BURNISTON
TRANSPORTATION SUPERINTENDENT

November 13, 1980

Files: 27-3-G-E&F #185-G
27-3-G-E&F #186-G
27-3-G-E&F #187-G
27-3-G-E&F #188-G

Messrs. G. H. Burniston	L. G. Kirgan
R. G. Toguchi	M. D. Stevenson
M. E. Scheuermann	C. G. Shipley
W. A. Lemp	L. A. Cundary
G. A. Keith	W. R. Bohlen
J. T. Underwood	J. J. Lewis
N. L. Larzelere	M. W. Finney
N. K. Cain	W. K. Cravens
R. C. Westra	D. J. Dunn
H. T. Hale	D. L. Packard
L. L. Thorn	H. C. George
J. F. Priebes	A. L. Weeks

Attached are copies of the following listed agreements signed with the Brotherhood of Locomotive Engineers and the United Transportation Union (E) on Wednesday, November 5, 1980:

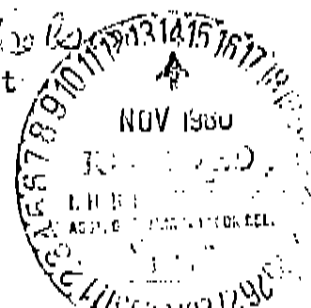
1. BLE and UTU(E) agreements establishing an on/off duty point at Burnham Yard.
2. BLE and UTU(E) agreements governing the application of the National Holiday Pay Agreements for engineers and firemen (helpers) regularly assigned to five and six day assignments while working under the 22 start agreement.
3. A joint BLE - UTU(E) agreement governing engineers and firemen (helpers) qualified as engineers changing terminals under the July 12, 1965 "Home Terminal" Agreement.
4. BLE agreement effective November 18, 1980, providing that engineer employees will be used to operate all engines moved in belt or yard herder service.

Please review each of these agreements and any questions you may have concerning their application should be cleared through the Labor Relations Office at the General Manager's level.

Attachments

ccs: Messrs. D. N. Nelson
W. F. Snell

Superintendent



November 7, 1980

Mr. G. N. Mickelson:

Enclosed are copies of the following listed agreements signed with the Brotherhood of Locomotive Engineers and the United Transportation Union (E) on Wednesday, November 5, 1980:

1. BLE and UTU(E) agreements establishing an on/off duty point at Burnham Yard.
2. BLE and UTU(E) agreements governing the application of the National Holiday Pay Agreements for engineers and firemen (helpers) regularly assigned to five and six day assignments while working under the 22 start agreement.
3. A joint BLE - UTU(E) agreement governing engineers and firemen (helpers) qualified as engineers changing terminals under the July 12, 1965 "Home Terminal" Agreement.
4. BLE agreement effective November 18, 1980, providing that engineer employees will be used to operate all engines moved in belt or yard herder service.

Please review each of these agreements and any questions you may have concerning their application should be cleared through the Labor Relations Office at the General Manager's level.

/s/ W. F. Snell

W. F. SNELL

cc: Mr. D. N. Nelson

INDIANA HARBOR BELT RAILROAD COMPANY

2721 - 161ST STREET, HAMMOND, INDIANA 46323

W. F. SNELL

DIRECTOR OF LABOR RELATIONS AND PERSONNEL

J. K. BEATTY

MANAGER OF LABOR RELATIONS AND PERSONNEL

Mr. G. R. DeBolt
General Chairman
16651 88th Avenue
Orland Park, IL 60462

Mr. C. A. DeBolt
General Chairman
Lodge #685
8741 West 166th Place
Orland Park, IL 60462

Dear Sirs:

This will refer to our discussions concerning your request for a change to be made in the July 12, 1965 "Home Terminal" Agreement with respect to promotion and reduction in force rule as it pertains to enginemen employees on the Indiana Harbor Belt Railroad who are represented by the Brotherhood of Locomotive Engineers and the United Transportation Union-E (former B.L.F. & E.)

It is agreed that effective November 5, 1980, Paragraph 1 of the July 12, 1965 "Home Terminal" Agreement will be modified to the extent as set forth hereinafter:

1. Engineers and firemen qualified as engineers may change the terminal of their choice as engineers by giving notice to the Carrier's designated officer three (3) days in advance of the date the change is to be made.

2. The three (3) day advance notice may be initiated by a telephone call to the Carrier's designated officer but such notification must be confirmed, prior to the move being allowed, by written notice which will be furnished to the Carrier's designated officer and the Local Chairman of the individual's organization.

-2-

3. Engineers or firemen qualified as engineers who change the terminal of their choice as engineers as provided for under this agreement will not be allowed to again change their home terminal for a period of not less than seven (7) days following the date the change is actually made.

If the above change in the July 12, 1965 "Home Terminal Agreement is acceptable to each of you, please affix your signature in the appropriate space provided herein below to show your agreement.

Very truly yours,

W. F. Snell

I Agree:

G. R. DeBolt

G. R. DeBolt, General Chairman, B.L.E.

I Agree:

C. A. DeBolt

C. A. DeBolt, General Chairman, U.T.U.(E)

Memorandum of Understanding between the Indiana Harbor Belt Railroad Company,
The New York Central Railroad, and their employees represented by the
Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen
and Enginemen, with respect to promotion and reduction in force rule

WHEREAS the labor organizations parties to this agreement have requested
that an understanding be arrived at with respect to the promotion of firemen
to engineer and the demotion of engineers to firemen;

IT IS AGREED:

1. Engineers and firemen qualified as engineers will, no later than August 1, 1965, indicate in writing to the designated officer of the Carrier, with a copy to the Local Chairman of their organization, the terminal of their choice as engineers. No engineer or fireman qualified as engineer will be permitted to change terminal after the original designation on August 1, 1965, unless written notice is furnished the designated officer of the Carrier ten days in advance of the date change is to be made.

For the purposes of this agreement the terminals are:

Franklin Park (Norfolk and Argo, Illinois)
Blue Island, Illinois
Gibson, Indiana
Lyons Yard (Danville, Illinois)

2. If an employee fails to submit an original bid as specified in the above Item 1, Carrier and the organization will designate such terminal and employee will remain at that terminal until he makes election in accordance with the provisions of said Item 1.
3. In the event there are not sufficient engineers or firemen qualified as engineers to fill vacancies at a terminal or terminals, sufficient engineers and/or firemen qualified as engineers will be added to the engineers' extra board at that terminal or terminals by promoting or setting up the senior demoted engineer and/or firemen qualified as engineer at the terminal where such vacancies arise.
4. In the event there is no available demoted engineer or fireman qualified as an engineer at a terminal, the junior available demoted engineer or fireman qualified as an engineer at any other terminal(s) except Lyons Yard will be promoted (set up) and required to work at such terminal, when and where needed.
5. It is understood that no senior demoted engineer will be in active service as a fireman at any terminal when there is a man his junior in active service as an engineer at the specific terminal unless it is agreed upon by the Carrier and one of the organizations party hereto.
6. A demoted engineer may exercise seniority as an engineer at any terminal where a junior engineer is in engineer service only as provided in Item 1.

2.

7. In the application of this agreement, it is understood that the engineers' extra board at each of the terminals listed in Item 1 will be adjusted independently commensurate with the requirements of the service at each such terminal.
8. Each tour in engineer service will be utilized as one of the starts in computing the twenty-two starts for monthly work period referred to in agreement between the BLF&E and the Indiana Harbor Belt Railroad dated January 31, 1958, providing for a monthly work period of twenty-two starts for firemen. This Item 8 is applicable on the IHB only.

IT IS FURTHER AGREED that in the application of this understanding, it will not result in any additional expenses to the Carrier or Carriers, and it is not the purpose or intent of this understanding that there be a combination of the schedule or rules or working agreements of the two organizations and this understanding is solely and only for the purpose as agreed to above, and it is not otherwise implied or intended that this Memorandum of Understanding is in any way to change the rules or regulations of the general agreements of either organization with the Carrier(s), or change, alter, or cancel any regulations with respect to the operation and regulation of the crew boards of either the engineers or firemen.

This Memorandum of Understanding will be effective August 1st 1965, and will be for a trial period of ninety days and should it prove satisfactory, to all parties, it will be made permanent after the ninety day trial period and thereafter subject to revision or cancellation as provided for in the Railway Labor Act as amended.

Signed at Hammond, Indiana, this 12th day of July 1965.

FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:

C. J. Lewis
General Chairman

FOR THE BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN:

R. L. Lewman
General Chairman

FOR THE INDIANA HARBOR BELT RAILROAD
COMPANY:

B. J. [Signature]
General Manager

FOR THE DANVILLE SUBDIVISION,
SOUTHERN DISTRICT, NEW YORK CENTRAL
RAILROAD:

C. B. Haselman
General Manager

5-24-90

LA-3

BLE/IHB

- Modification of Para. 4 of the
7-12-65 "Home Terminal Agreement"

Letter of Understanding dated 5-24-90, that
modifies Paragraph Four (4) of the 7-12-65
"Home Terminal Agreement".

7-12-65 Home Terminal
Agreement



INDIANA HARBOR BELT RAILROAD COMPANY

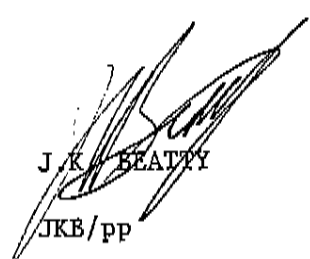
June 6, 1990

LA-3 BLE Home Terminal
Agreement 7-12-65

D.B. Cooke
M.J. Hilleary

For your information, I have attached a copy of a letter of understanding that modifies paragraph four (4) of the Engineers' July 12, 1965 Home Terminal Agreement. Please be governed accordingly.

If you have any questions relative to this agreement, please let me know.



J.K. BEATTY

JKB/pp

Attachment

ccs: K.J. Tomasevich
G.E. Lane



INDIANA HARBOR BELT RAILROAD COMPANY

2721 - 101ST STREET P.O. BOX 389 HAMMOND, INDIANA 46325

J. K. BEATTY
MANAGER OF LABOR
RELATIONS AND PERSONNEL
(219) 980-4711

May 24, 1990

H. C. GEORGE
ASSISTANT MANAGER OF LABOR
RELATIONS AND PERSONNEL
(219) 980-4710

Mr. J.S. Perry
General Chairman, BLE
131 Surrey Drive
Bloomington, IL 60108

Dear Mr. Perry:

This will refer to our discussion of April 3, 1990, concerning a change in Paragraph Four (4) of the July 12, 1965 "Home Terminal Agreement".

During our discussion, it was agreed that Paragraph Four (4) would be modified as set forth below:

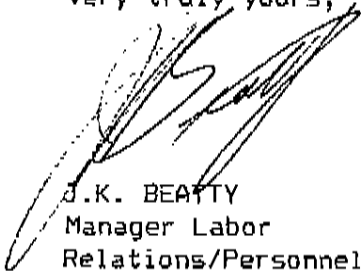
1. It is understood that should a shortage of Engineers occur, at any terminal(s), the junior available engineer(s) located at the closest terminal where a surplus of engineers exists may be moved to the terminal(s) where the shortage exists. Should the junior available engineer(s) not be the junior engineer(s) due to the junior engineer(s) already working, such junior available engineer(s) will be returned to his/her Home Terminal upon completion of the tour of duty and the junior engineer(s) shall be sent to fill the shortage.
2. Engineers moved in accordance with Paragraph One (1) shall be required to make one (1) departure off the Extra Board.
3. It is understood that should a misapplication of the "Home Terminal" Agreement occur, an engineer(s) will be allowed eight (8) hours at their basic straight time rate of pay over and above all other daily earnings.
4. All other provisions of the July 12, 1965 "Home Terminal" Agreement and the Side Letter effective November 5, 1980, shall remain in effect.

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This understanding will become effective May 25, 1990, and will remain in effect for a trial period of ninety (90) days and should it prove satisfactory to the parties, it shall become permanent after the ninety (90) day trial period and thereafter will be subject to revision or cancellation upon a thirty (30) day written notice of intent by either of the parties signatory hereto.

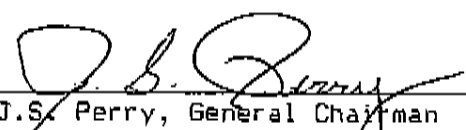
If the above change in the July 12, 1965 "Home Terminal" Agreement is acceptable to you, please affix your signature in the appropriate space provided below to show your agreement.

Very truly yours,



J.K. BEATTY
Manager Labor
Relations/Personnel

I CONCUR:



J.S. Perry, General Chairman
Brotherhood of Locomotive Engineers

U:\labrel/msble/home term agreement revision 2-5-03

MEMORANDUM



February 6, 2003

TO: D.H. Nelson
J.R. Chavez
G.J. Kuta
W.A. Lemp

FROM: Mary Kay Conley

SUBJECT: Revision to Home Terminal Agreement effective 7-12-65,
revised 11-13-80, and further revised 5-24-90.

The attached letter of understanding indicates changes in the Home Terminal Agreement to which the carrier and the BLE Organization have agreed. This understanding will become effective 2-07-03 and will remain in effect for a trial period of sixty (60) days. Should it prove satisfactory to the parties, it shall become permanent after the sixty (60) day trial period and thereafter be subject to revision in accordance with Section 6 of the Railway Labor Act or cancellation upon a thirty (30) day written notice of intent by either of the parties signatory hereto.

Please advise all concerned.

Attachment

cc: G.L. Gibson



U:\labrel\msble\home term agreement revision 2-5-03

INDIANA HARBOR BELT RAILROAD COMPANY

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

February 5, 2003

Mr. R.R. Pasquarella
General Chairman, BLE
1152 North Cedar Road
New Lenox, IL 60451

Re Revision to Home Terminal Agreement effective July 12, 1965,
revised November 13, 1980 and further revised on May 24, 1990.

Dear Mr. Pasquarella:

Pursuant to our discussions of January 8, 2003 and February 3, 2003, the following are revisions to the July 12, 1965 Home Terminal Agreement between the Indiana Harbor Belt Railroad and the Brotherhood of Locomotive Engineers.

During our discussions, it was agreed that Paragraph four (4) would be modified as set forth below:

1. It is understood that should a vacancy occur at any terminal(s) because of a lack of manpower, those engineers on the extra board at the nearest terminal with the surplus of men will be called in order on a first in, first out basis, to cover the vacancy. Each extra board engineer, with the exception of the most junior engineer, will have the option to refuse the vacancy.
2. In the event there is no available engineer on the extraboard to cover such vacancy, the junior available engineer will be required to cover the vacancy.
3. All other provisions of the July 12, 1965 "Home Terminal" Agreement and the subsequent revisions to the Agreement dated November 13, 1980 and May 24, 1990 shall remain in effect.
4. This understanding will become effective February 7, 2003 and will remain in effect for a trial period of sixty (60) days. Should it prove satisfactory to the parties, it shall become permanent after the sixty (60) day trial period and thereafter be subject to revision in accordance with Section 6 of the Railway Labor Act or cancellation upon a thirty (30) day written notice of intent by either of the parties signatory hereto.

If the above changes in the July 12, 1965 "Home Terminal" Agreement 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

I concur:

Ronald R. Pasquarella
General Chairman, BLE