



INDIANA HARBOR BELT RAILROAD COMPANY
2721 - 161ST STREET, HAMMOND, IN 46323-1099

August 30, 2011

Mr. C. J. Cundari
General Chairman, BLE&T
1110 Wabena Ave.
Minooka, IL 60447

This shall confirm our understanding reached during our conference held in Hammond, Indiana, on August 26, 2011, regarding the November 30, 2001 Letter of Understanding between J. A. Markase and R. R. Pasquarella. The following interpretation of the aforementioned agreement shall apply henceforth:

Section 1

- a. In the event a regularly assigned Engineer is cancelled on his/her regular assignment for the day preceding the holiday, the day of the holiday, and/or the day following the holiday, each engineer may remain on that assignment as cancelled and **shall** be qualified for the purpose of receiving holiday pay.

Note 1: Engineers may exercise their seniority once cancelled and shall remain qualified for the purpose of receiving holiday pay.

Section 2

- a. In the event a regularly assigned Engineer is displaced (bumped) from his/her regular assignment scheduled to work on the day preceding the holiday, the day of the holiday, and/or the day following the holiday, such engineers **shall not** be required to exercise his/her seniority for the duration of the holiday period and **shall** remain qualified for the purpose of receiving holiday pay. In addition, Engineers exercising their seniority to an assignment going on duty the day following the holiday period **shall** remain qualified for the purpose of receiving holiday pay.
- b. Furthermore, in the event a regularly assigned Engineer(s) utilizes the provisions of this Section 2, he/she **shall** be required to be available to perform service throughout the holiday period, if called upon, in order to meet the requirements of the service, provided that the Engineers' extra board has been exhausted. In the event that such Engineer(s), who elected to utilize Section 2 of this Agreement, is required to perform service during the holiday period, such Engineer(s) shall be called in reverse seniority order to perform service throughout the holiday period. In the event that such Engineer(s) who utilize Section 2 of this Agreement are not available when called, such Engineer(s) **shall not** qualify for the purpose of receiving holiday pay.

Note 1: Engineers shall not be called to perform service to the Carrier under this Section 2 (b) until all Locomotive Engineer extra boards have been exhausted.

Note 2: Engineers who are called to perform service to the Carrier under this Section 2 (b) shall be given no less than two hours notice.

Note 3: Engineers who are not available when called under this Section 2 (b) shall not be subject to disciplinary action.

Section 3

- a. In the event a regularly assigned Engineer returns to work after the federally mandated forty-eight hours rest, and the assignment that the engineer is returning to is cancelled, such Engineer shall be afforded the opportunity to exercise their options under Section 2 above.
- b. In the event a regularly assigned Engineer returns to work after the federally mandated forty-eight hours rest, and such Engineer has been displaced from his/her regular assignment, he/she may remain on the bump board for the duration of the holiday period and shall qualify for the purpose of receiving holiday pay.

Section 4

- a. A regularly assigned Engineer(s) may request to layoff from his/her regular assignment on the actual day of the holiday and shall qualify for the purpose of receiving holiday pay, however, this layoff request shall be granted at the sole discretion of the Carrier.

Note 1: A holiday period, as referred to herein, is used to reference a specific period of time including the calendar day preceding the holiday, the calendar day of the holiday, and the calendar day following the holiday.

Note 2: A holiday, as referred to herein, is made in reference to paid holidays as provided for in the National Holiday Agreement, as amended.

Note 3: Except as provided for herein, all terms and conditions as contained in the National Holiday Agreement, as amended, shall remain in full force and effect.

Section 5

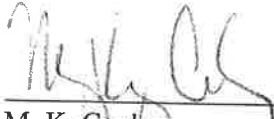
- a. The provisions as contained in this understanding, Section 1 through and including Section 5, may be cancelled by either party upon written notice at any time, but not before January 3, 2012, and not after March 30, 2012.
- b. In the event a cancellation notice is served consistent with the requirements contained in "paragraph a" above, all of the provisions articulated within this Understanding shall automatically cancel thirty days from the date such notice is presented, and the parties signatory hereto shall revert to compliance with the November 30, 2001 Letter of Understanding, as written.
- c. In the event that no cancellation notice is served consistent with "paragraph a" above, both parties signatory hereto shall meet for the purpose of modifying or amending any portions of this Understanding no later than April 30, 2012.

- d. In the event that both parties signatory hereto remain in agreement that this Understanding should remain in effect beyond May 30, 2012, this Understanding shall be adopted in full until revised or abrogated congruent with the applicable provisions of the Railway Labor Act, as amended.

The provisions of this letter as contained herein shall become effective on September 1, 2011, and thereafter.

Please acknowledge your agreement by signing your name in the space provided below.

Sincerely,



M. K. Conley
Director – Labor Relations and Human Resources



C. J. Cundari
General Chairman, BLE&T