

*File Index***LOCAL AGREEMENTS****BROTHERHOOD OF LOCOMOTIVE ENGINEERS****(BOOK 4)**

05-01-97 IHB/BLE Agreement. Covers wages, health & welfare, rules, etc. Signed 3-14-97, effective 5-01-97, remains in effect through 12-31-99 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. (Re: Mediation Agreement dated 5-31-96).

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05-01-97 Claim Settlement made during negotiations of the 5-01-97 Agreement.

06-03-98 I&MRL Interchange Agreement. Memorandum of Agreement between the BLE in connection with the establishment of an interchange point between IHB Railroad Company and I&MRL Railroad Company. Agreement signed 6-03-98, effective 1-01-98, and terminates without notice at 11:59 PM on 12-31-99 unless extended by mutual agreement by and between the parties signatory hereto.

06-03-98 Vulcan Material agreement. In accordance with the provisions of Article VI – Enhanced Customer Service as contained in the May 1, 1997 Agreement, Part One, between IHB and BLE, this Special and Separate Agreement was agreed upon in order for the IHB to obtain new business from Vulcan Material Company. Agreement signed 6-03-98, effective 1-01-98, and

shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

- 06-10-98 Letter of Agreement regarding rate progression for Yardmen selected for engine service.
- 09-15-99 Family and Medical Leave Act (FMLA) Policy Statement effective 9-15-99. This policy is written to conform to the Family Medical Leave Act which outlines what is required by law in order for an employee to request a Family Medical Leave of Absence and will terminate and cancel the Employee Absence Policy dated February 22, 1988.
- 09-01-2000 Revised Family and Medical Leave Act (FMLA) Police effective 9-01-2000.
- 10-16-2000 Memorandum of Agreement between the Indiana Harbor Belt Railroad and its employees represented by the Brotherhood of Locomotive Engineers with respect to the handling of Engineers who are required to attend Book of Rules Examinations and Re-Examinations, seminars, and/or classes. (Rate of pay, lunch period, etc.) This Memorandum of Agreement abrogates Article 21 as contained in the General Labor Agreement by and between the IHB and BLE as found in paragraph (A) of the 8-21-28 Agreement, corrected to February 1957 Agreement, and is in substitution thereof.
- 11-30-2001 Letter of Understanding dated 11-30-01, effective 12-01-01, regarding BLE holiday provisions.
- 02-05-2003 Letter of Understanding modifying the Home Terminal Agreement effective 7-12-65, revised 11-13-80, and further revised 5-24-90. *(Filed with the 7-12-65 Home Terminal Agreement)*. This understanding becomes 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. Letter of Understanding dated 2-05-03 is abrogated in its entirety per Letter of Agreement dated 12-01-06.
- 12-16-2003 Mediation Agreement dated 12-16-03 between railroads represented by the National Carriers' Conference Committee and employees of such railroads represented by the Brotherhood of Locomotive Engineers, Case A-13252.

Article I**Wages**

Section 1 -	Longevity Bonus	Pages	1 thru 2
	\$1,200		
Section 2 -	Lump Sum Payment	Pages	2 thru 3
	\$774.00		
Section 3 -	First General Wage Increase	Page	3
	4% effective 7-01-02		
Section 4 -	Second General Wage Increase	Pages	3 thru 4
	2 ½% effective 7-01-03		

Section 5 -	Third General Wage Increase 2 ½% effective 7-01-04	Page	4
Section 6 -	Standard Rates	Page	4
Section 7 -	Application of Wage Increases	Pages	4 thru 6
Article II	Optional Alternative Compensation Program	Pages	6 thru 7
A Carrier, at its discretion, may offer employees alternative compensation arrangements in lieu of the general wage increases provided in Article I (in whole or part). Such arrangements may include, for example, stock options, stock grants (including restricted stock), bonus programs based on Carrier performance, and 401(k) plans.			
Article III	Cost-of-Living Payments		
<u>Part A – Cost-of-Living Payments Under 5-31-96 Agreement</u>		Page	8
<u>Part B – Cost-of-Living Allowance and Adjustments Thereto after 1-01-05</u>		Page	8
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Section 2 -	Payment of Cost-of-Living Allowances	Pages	11 thru 12
Section 3 -	Application of Cost-of-Living Allowances	Page	12
Section 4 -	Continuation of Part B	Page	12
Article IV	Health & Welfare		
<u>Part A – Plan Changes</u>			
Section 1 -	Continuation of Health and Welfare Plan	Page	13
Section 2 -	Plan Benefit Changes	Pages	13 thru 15
Section 3 -	Vision Care	Page	15
Section 4 -	Plan Design Changes to Contain Costs	Pages	15 thru 18
Section 5 -	Short Term Disability	Page	18
<u>Part B – Employee Cost Sharing of Plan Cost Increases</u>			
Section 1 -	Employee Cost-Sharing Contributions	Pages	18 thru 21
(a)	Effective 7-01-01, each employee shall contribute \$33.39 per month		
(b)	Effective 7-01-02, \$81.18 per month		
(c)	Effective 7-01-03, \$79.74 per month		
Section 2 -	Pre-Tax Contributions	Page	22
Section 3 -	Retroactive Contributions	Page	22
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<u>Part C – Creation of New Health and Welfare Plan</u>			
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Article V	Pay System Simplification		
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<u>Part B – Through Freight Service</u>			
Section 1 -	General	Page	25
Section 2 -	Trip Rates	Pages	25 thru 26
Section 3 -	Computation of Trip Rates	Pages	26 thru 27
Section 4 -	Computation and Application Adjustments	Pages	27 thru 28
Section 5 -	National Pay Elements	Pages	28 thru 30

Section 6 -	National Disputes Committee	Page	30
Section 7 -	New Runs/Pools	Page	30
Section 8 -	Material Changes	Pages	30 thru 31
Section 9 -	Implementation	Pages	31 thru 33
Part C - Other Classes of Service		Page	33
Article VI	Service Scale	Page	34
Article VII	Enhanced Manpower Utilization	Page	35
Article VIII	National Wage and Rules Panel	Pages	35 thru 36
Section 1 -	Continuation of Panel	Page	36
Section 2 -	Amendments to Article XI	Pages	36 thru 37
Article IX	Off Track Vehicle Accident Benefits	Pages	37 thru 39
Article IV(b) of the 3-10-69 BLE Agreement, as amended by Article X of the 7-26-78 BLE Agreement, is further amended as follows effective on the date of this Agreement.			
Section 1	Amends provisions of Paragraph (b)(1) - Accidental Death or Dismemberment of the above-referenced Agreement.		
Section 2	Amends provisions of Paragraph (b)(3) - Time Loss of the above-referenced Agreement.		
Section 3	Amends provisions of Paragraph (b)(4) - Aggregate Limit of the above-referenced Agreement raising such limit to \$10,000,000.		
Article X	General Provisions		
Section 1 -	Court Approval	Page	39
Section 2 -	Effect of this Agreement	Pages	39 thru 41
Side Letter #1	Refers to the general wage increases provided for in Article I, Sections 3 and 4 of the Agreement of this date. Carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases as soon as possible and no later than sixty (60) days after the date of this Agreement.		
Side Letter #2	Refers to the general wage increases provided for in Article I, Sections 3 and 4 of the Agreement of this date. The retroactive portion of those wage increases shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to 6-30-02.		
Side Letter #3	Refers to Article III, Part A of the Agreement of this date. Any cost-of-living amount payments made to employees pursuant to Article II, Part C of the 5-31-96 Agreement on and after 7-01-02 shall be recovered from any retroactive wage increase payments made under Article I.		
Side Letter #4	Refers to the intended application of the provisions of Article IV, Part A, Section 4(g) (Opt-Outs) and Part B (Employee Cost Sharing of Plan Cost Increases) are not applicable to employees covered by the Agreement who reside in Canada.		
Side Letter #5	Refers to Article IV, Part A, Section 4(g) of the Agreement of this date providing employees with an option to opt out of coverage for foreign-to-occupational health benefits for themselves and their dependents under the Railroad Employees National Health and Welfare Plan ("National Plan") (or,		

after its effective date, the new NRC/BLE Plan) and under any Hospital Association Plan in which they participate.

- Side Letter #6 Refers to the opt-out provision, Article IV, Part A, Section 4(g) of the Agreement of this date and Section 9801(f) of the Internal Revenue Code.
- Side Letter #7 Refers to the Union Pacific Railroad Employees' health Systems ("UPREHS") being afforded the opportunity to bid to provide services to the new NRC/BLE Plan involving (i) the MMCP in all areas served by UPREHS where the MMCP is made available, and (ii) the CHCB in all areas served by UPREHS.
- Side Letter #8 Refers to the new health and welfare plan established pursuant to the Mediation Agreement of this date and various provisions of collective bargaining agreements that refer to Policy Contract GA-23000 or to The Railroad Employees National Health and Welfare Plan.
- Side Letter #9 Refers to a Local Official's (Local Official meaning employees represented by the Organization who hold positions as working General Chairmen, Local Chairmen, and State Legislative Board Chairmen) obligation for (i) retroactive cost-sharing contributions for periods on or after 7-01-01 pursuant to Article IV, Part B, Section 3, plus (ii) repayment of cost-of-living amounts received on and after 7-01-02 pursuant to Side Letter #3 shall in no event exceed the total amount payable to such individual under Article I, Sections 1 and 2 plus the retroactive portion of the General Wage Increases provided under Article I, Sections 3 and 4.
- Side Letter #10 Refers to an employee receiving his or her FO healthcare benefits from a Hospital Association and not from the National Health & Welfare Plan (or, after its effective date, from the NRC/BLE Plan) and makes a prospective contribution to either of those Plans pursuant to Article IV, Part B, Section 4, and Carrier's option and the "Reduction Factor".
- Side Letter #11 The parties will meet at mutually agreeable times to discuss and explore design changes and other matters related to the NRC/BLE Plan that involve employee options that will help to contain the costs of its maintenance and operation in a manner consistent with the quality of health care made available by it to its participants and their families.
- Side Letter #12 Refers to the Trip Rate provisions in Article V, Part B, Section 4(d), and the provisions in Article VI – Deadheading, Section 2(b) of the Appendix B to the Award of Arbitration Board No. 458 dated 5-19-86.
- Side Letter #13 Refers to Article VIII – National Wage and Rules Panel of the Agreement of this date wherein during the negotiations, technology issues were discussed. The parties have agreed to refer the matter to the Panel as one of the topics within its purview.
- Side Letter #14 Refers to engineers who expire under the Hours of Service Act and are transported in a timely manner to the destination terminal.

Exhibit A

Re: Monthly Contribution

As of 7-01-04, monthly contribution will be \$100.00. Because certain employees move back and forth between working under a UTU contract and working under a BLE contract (so called "ebb and flow employees", the following was determined for the period July 1, 2004 through December 31, 2004: If the employee is enrolled in the National Plan as of 1-01-04, his/her monthly contribution as of 7-01-04 will be \$95.68. If the employee is enrolled in the NRC/UTU Plan as of 1-01-04, his/her monthly contribution as of 7-01-04 will be \$100.00.

Plan enrollment for 2005 and the corresponding employee contribution will be determined by the preponderance of train and engine service earnings in the twelve month period ending 6-30-04. Plan enrollment for succeeding years will be determined in the same manner. Each carrier is to examine their employees' payroll earnings including all forms of compensation in train and engine service during the twelve month period ending June 30th to determine under which contract (train or engine service) the employee earned more money. By August 15th each year, the carrier is to report to UHC the results of the preponderance analysis and the employee will be enrolled in the appropriate Plan effective January 1 of the following year. Employee contributions will then be made accordingly.

Employees hired into train service on or after July 1 each year will automatically be enrolled in the NRC/UTU Plan. Employees hired into engine service on or after July 1 each year will automatically be enrolled in the National Plan. Employees promoted into engine service will remain in whichever plan they were placed effective January 1 based on the preponderance test. Employees will remain in the respective Plans until the following year's Open Enrollment at which time a subsequent preponderance analysis will have been performed.

08-01-2005 Availability Policy for Train and Engine Service Employees effective 8-01-05, to establish a system of progressive discipline with regard to failure to provide a sufficient number of starts in a calendar month or 30 day bracket. This policy abrogates Superintendent's Notice dated 10-28-04. This policy also abrogates any and all references to absenteeism in the System Discipline Policy dated 4-1-85. All other sections of the aforementioned policy remain in full force and effect.

08-01-2005 Agreement between the Indiana Harbor Belt Railroad Company and its employees represented by the Brotherhood of Locomotive Engineers and Trainmen (Engineers) signed July 8, 2005, to become effective August 1, 2005 and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Article I	Wages	Page	1
	Section 1 – First General Wage Increase, 4%, effective 7-01-02		
	Section 2 – Second General Wage Increase, 2.5% effective 7-01-03		
	Section 3 – Third General Wage Increase, 3% effective 12-01-04		
	Section 4 – Standard Rates		
	Section 5 – Application of Wage Increases		
Article II	Provisions for Retroactive Back Pay	Page	2
Article III	Cost of Living payments	Page	2
Article IV	Health & Welfare	Page	2

Agreement of December 16, 2003 between railroads represented by the

National Carriers' Conference Committee and Employees of such Railroads represented by the Brotherhood of Locomotive Engineers and Trainmen shall be incorporated into and made a part of this Agreement to the same extent as if included herein and shall apply to this Agreement accordingly except as provided for in Section 3 and in Section 4 below.

- Section 1 Effective 8-01-05, the per month employee cost sharing contribution amount to the Plan shall be \$101.79 and subsequently shall be adjusted in accordance with the terms and conditions as set forth in the 12-16-03 National Agreement.
- Section 2 On 8-25-05 and on or about the 25th calendar day of each subsequent calendar month and thereafter, the Carrier shall deduct from payroll the per month employee cost sharing amount to the Plan.
- Section 3 Employee cost sharing contribution amounts as set forth in Part B, Section 1 as contained in the 12-16-03 Agreement due prior to 8-01-05 are hereby waived and therefore shall not be paid by IHB Engineers.
- Section 4 Section 5 – Short Term Disability, as contained in Article IV – Health and Welfare, Part A, shall not apply to Engineers employed by IHB.

Article V Union Pacific Interchange

Pages 2 – 3

Section 5 – Union Pacific Interchange – CP Hill (Auto Trains) as contained in Part Three of the 5-01-97 Agreement between the Indiana Harbor Belt Railroad Company and its employees represented by the Brotherhood of Locomotive Engineers is hereby abrogated and the following shall apply in substitution thereof.

- Section 1 UP (westbound) outbound road crew(s) may pick up road train(s) between Superior located at La Grange, Illinois and CP Hill located at Bellwood, Illinois, on Indiana Harbor Belt Railroad Company. These road train(s) must depart from the aforementioned location(s) to points beyond UP Proviso Yard and such traffic shall be handled in accordance with the provisions as set forth herein in A thru F.
- Section 2 A. In the event an IHB Outer Belt Transfer Assignment destined to Union Pacific is relieved from any train, road train or otherwise, between Superior and CP Hill, such Engineer on such Outer Belt Transfer Assignment(s) shall be paid not less than eight hours of straight time pay, and four hours of overtime pay (a total of twelve hours pay), at the applicable rates of pay for that assignment.
- B. Article VIII – Lunch Period as contained in the 5-01-97 Agreement between Indiana Harbor Belt Railroad Company and its Employees represented by Brotherhood of Locomotive Engineers shall apply and thirty (30) minutes shall be paid at the overtime rate, if applicable, in addition to the not less than twelve (12) hours as provided for in Article V, Section 2A. as contained herein.

Article VI Service Scale

Pages 3 - 4

- Section 1 Effective 8-01-05 and thereafter, an Engineer who has established seniority on or prior to 6-30-04, shall be compensated at 100% of the applicable rate of pay when working in the position of Locomotive Engineer.
- Section 2 An Engineer hired on or subsequent to 7-01-04 shall be paid in accordance with Article III as contained in the 2-01-93 Agreement between the IHB and the BLE and Side Letter #6 as contained in the 5-01-97 Agreement between the IHB and BLE.
- Section 3 The Carrier may compensate all Engineers at 100% of the applicable rate(s) of pay. However, in the event the Carrier elects to implement this Section 3, Section 2 above shall be abrogated in its entirety.

Article VII - Engineer Availability

Pages 4 - 5

- Section 1 Except as otherwise provided for herein, Engineers shall be expected to perform service for the Carrier for a minimum of twenty (20) starts during the course of their twenty-two (22) start bracket if there is no overtime worked during this time period.
- Section 2 Except as otherwise provided for herein, Engineers shall be expected to perform service for the Carrier for a minimum of nineteen (19) start(s) during the course of their twenty-two (22) start bracket. However, such Engineer must work at least eight (8) hours of overtime during the course of his/her twenty-two (22) start bracket in order for the nineteen (19) starts to be sufficient.
- Section 3 Except as otherwise provided for herein, Engineers shall be expected to perform service for the Carrier for a minimum of eighteen (18) starts during the course of their twenty-two (22) start bracket. However, such Engineer must work at least sixteen (16) hours of overtime during the course of his/her twenty-two (22) start bracket in order for the eighteen (18) starts to be sufficient.

Sections 4 through 9 - days that count as starts in connection with Engineer availability:

- o Vacation days
- o Book of rules/examinations/re-examinations and/or safety classes
- o Attending an investigation/hearing
- o Attending court or inquests under instruction of the Carrier
- o Bereavement Leave as provided for in the 1978 Agreement between BLE and NCCC
- o Jury duty as provided for in the 1978 Agreement between BLE and NCCC

Section 10 Union officers and Committeemen who lay off for union business shall have that lay off time count as start(s) in connection with Engineer availability.

Section 11 Engineers on a guaranteed extra board who collect a guarantee day(s) shall have such guarantee day(s) count as start(s) in connection with Engineer availability.

Section 12 The attendance records of all Engineers who have an employment date prior to 8-01-05 with the Indiana Harbor Belt Railroad Company shall be expunged and shall not be taken into consideration in connection with Engineer availability. Note – the “intent” of Section 12 – “records shall be expunged” is that the records will not be expunged and removed from each Engineer’s personal record; however, the records prior to 8-01-05 will not be taken into consideration in connection with Engineer’s availability.

Letter of Understanding dated 10-19-06 between the IHB and BLE regarding the interpretation of Article VII – Engineer Availability as contained in the 8-01-05 Agreement whereby it was mutually agreed and understood that in the event that an Engineer marks off for reasons of sickness/illness and such Engineer can support the sickness/illness with a doctor’s excuse, such Engineer shall not be penalized for days off on account of sickness/illness in connection with Article VII.

Article VIII Guaranteed Extra Board Starts – Engineers

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- Section 1 An IHB Engineer who is working off the extra board shall be entitled to and guaranteed a minimum of eleven (11) tours of duty (starts) per pay period, subject to the provisions of Article VIII as set forth herein.
- Section 2 In the event an Engineer places himself/herself on the extra board and does not make a minimum of eleven (11) tours of duty (starts) in that pay period, such Engineer shall be compensated one (1) day’s pay at his/her applicable rate of pay at the Engineer’s eight (8) hour basic daily rate of pay for each full calendar day (midnight to midnight) that such Engineer was available on the extra board but did not perform service for this Carrier.
- o Note 1 – A day of compensation due an Engineer at his/her applicable rate of pay at Engineer eight (8) hour basic daily rate of pay shall be referred to as an “Extra Board Start”.
 - o Note 2 – The applicable Engineer eight (8) hour basic daily rate of pay in connection herewith shall be subject to future general wage and/or cost of living increases.
- Section 3 Each tour of duty credited to an Engineer during a pay period shall reduce that Engineer’s eleven (11) Extra Board Starts by one (1) for that pay period.
- Section 4 In the event an Engineer is removed from the extra board or is not available on the extra board during a full calendar day (midnight to midnight), that Engineer’s eleven (11) Extra Board Starts shall be reduced by one (1) for that pay period except as provided for in Article VIII, Section 4, A, B, C, D and E below.
- A. Each time an Engineer is removed from the extra board at any time during a calendar day and he/she places himself back on the extra board within 24 hours thereof, he/she shall have his/her Extra Board Starts reduced by only one (1) for that pay period.

B. In the event an Engineer is removed from the extra board for the purpose of marking up on a regular assignment(s) on that same calendar day and/or subsequently bumped, and such Engineer immediately places himself/herself back on the extra board upon notification of a bump(s), such Engineer shall not have his/her Extra Board Starts reduced by one (1) for that pay period. Per Letter of Agreement dated 12-01-06, Section 4, Item B and Section 5 in Article VIII – Guaranteed Extra Board Starts was erroneously placed in this Agreement and therefore are abrogated in its entirety. All other items in Section 4 shall remain in full force and effect.

C. In the event an Engineer is removed from the extra board for the purpose of marking up on a regular assignment(s) for the following calendar day and would not have been called off the extra board to perform service for the Carrier between the time such Engineer called to assign himself/herself regular and midnight, such Engineer shall not have his/her Extra Board Starts reduced by one (1) for that pay period.

D. In the event an Engineer is fully available on the extra board and does not remove himself/herself from the extra board for twelve (12) days in a fourteen (14) day period, thirteen (13) days in a fifteen (15) day pay period, or fourteen (14) days in a sixteen (16) day pay period, such Engineer shall have his/her Extra Board Starts reduced by only one (1) for that entire pay period.

E. In the event an Engineer is fully available on the extra board and does not remove himself/herself from the extra board thirteen (13) days in a fourteen (14) day pay period, fourteen (14) days in a fifteen (15) day pay period, or fifteen (15) days in a sixteen (16) day period, such Engineer shall have his/her Extra Board Starts reduced by only one (1) for that entire pay period unless such Engineer removes himself/herself from the extra board on the last calendar day of the pay period.

Section 5 In the event an Engineer is set up in a regular status and cannot hold a regular assignment on any full calendar day, such Engineer may revert to the extra board at his/her seniority district for the remainder of that pay period. Such Engineer shall be entitled to the appropriate proration of his/her guaranteed Extra Board Starts. Per Letter of Agreement dated 12-01-06, Section 4, Item B and Section 5 in Article VIII – Guaranteed Extra Board Starts was erroneously placed in this Agreement and therefore are abrogated in its entirety. All other items in Section 4 shall remain in full force and effect.

Section 6 Each Extra Board Start an Engineer is compensated for shall count as eight (8) qualifying hours in determining eligibility for vacation and shall be considered compensated service in determining compensation due for vacation pay, in accordance with the provisions as set forth in the National Vacation Agreement..

Section 7 Each Extra Board Start an Engineer is compensated for shall count as an actual tour of duty (start) when determining an Engineer's

eligibility to qualify for holiday pay, in accordance with the provisions as set forth in the National Holiday Agreement.

- Section 8 An IHB Engineer who lays off with permission may remove himself/herself from the extra board on the day preceding a paid holiday, the actual day of a paid holiday, and/or the day following a paid holiday, and shall still be qualified for the purpose of receiving such holiday pay. Except as provided for herein, all of the other provisions as contained in the National Holiday Agreement shall apply.
- Section 9 Each Extra Board Start an Engineer is compensated for shall count as one (1) calendar day in determining an Engineer's eligibility to qualify for Health & Welfare, Dental, and Vision Care.
- Section 10 An Engineer shall be required to submit a timeslip to receive his/her compensation for Extra Board Start(s) and such compensation shall be made no later than the pay day following the pay period in which the Extra Board Start(s) is credited.
- Section 11 An Engineer who misses two (2) or more calls in any one given pay period shall forfeit his/her guarantee for that given pay period.
- Section 12 The Carrier shall have the sole authority to adjust (furlough and/or recall Engineers) the Guaranteed Extra Board(s) as provided for in Article VIII as contained herein. The Carrier shall only be permitted to adjust the Guaranteed Extra Board(s) on the last calendar day of any given pay period, to become effective on the first calendar day of the following pay period.

Note: The Carrier shall maintain a sufficient number of Extra Board Engineers to permit reasonable lay off privileges and to protect vacancies, vacations, extra assignments and other extended vacancies.

Article IX Off Track Vehicle Accident Benefits
Article X Effect of this Agreement
Appendix I Rates effective 7-01-02 through 7-01-05
Side Letters 1 through 8

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Pages 9 - 10

- Side Letter #1 refers to the increase in wages provided for in Article I of the 8-01-05 Agreement. It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with the Carrier on the date of this Agreement or who retired or died subsequent to 7-01-02.
- Side Letter #2 refers to Article IV, Part A, Section 3(k) of Document "A" of the Agreement of this date. This provision provides employees with an option to opt out of coverage for foreign to occupation health benefits for themselves and their dependents under the Plan and under any Hospital Association Plan in which they participate.
- Side Letter #3 refers to the opt out provision, Article IV, Part A, Section 3(k) of Document "A" of the Agreement of this date and Section 9801(f) of the Internal Revenue Code.

- Side Letter #4 states that discipline may only take the form of a reprimand, deferred suspension, actual suspension or dismissal. Furthermore, unless required to do so by Governmental Law and/or Regulation, the Carrier shall not impose a fine on an employee represented by the Brotherhood of Locomotive Engineers and Trainmen.
- Side Letter #5 states that Engineers who have established seniority as an Engineer prior to 1-01-05 shall not be subject to furlough or remain in furlough in the event Remote Control Locomotives are in operation on IHB Railroad. Furthermore, in the event Remote Control Locomotives are in operation on IHB Railroad and the Carrier is desirous of reducing "Guarantee Extra Board Payments" as provided for in Article VIII as contained in the 8-01-05 Agreement between the IHB and BLET, the Carrier may utilize Article III - Voluntary Reserve Board as contained in the 5-01-97 Agreement and it may be utilized at the discretion of the Carrier.
- Side Letter #6 states that Article II, Paragraph (a) as contained in the 6-08-73 Agreement by and between the IHB and BLE and Letter of Understanding dated 12-06-89 executed by D.B. Cooke and J.S. Perry is hereby abrogated and the following Agreement shall apply in substitution thereof. A temporary vacancy/vacancies (first day vacancy/vacancies) on an assignment(s) such as but not limited to Regular Yard Assignment(s), Yard Transfer Assignment(s), Outer Belt Transfer Assignment(s) and/or Pilot Assignment(s) which is/are created by a regular man/men marked off for any reason shall be filled on the first day by the senior Engineer/Engineers requesting that assignment(s).
- Side Letter #7 states the methods an Engineer shall receive his/her paycheck.
 1. An Engineer may have the Carrier deposit his/her paycheck by Direct Deposit to such Engineer's account with a bank, credit union, financial services organization or similar institution, or
 2. An Engineer may have the Carrier mail his/her paycheck to such Engineer's last known home address on record with the Carrier; or
 3. An Engineer may pick up his/her paycheck Monday through Friday (7:00 AM - 3:00 PM) at the Gibson General Office Payroll Department.

Side Letter becomes effective 1-01-06 and thereafter.

- Side Letter #8 states that when all "Protected Employees" and "Limited Rights Protected Employees" i.e. all IHB Yardmen that were employed on or prior to 10-01-92, have been attrited for reasons such as but not limited to death, retirement, or resignation, or disability that renders a Yardman unable to perform his/her duties as a Yardman, the "Twenty-Two (22) Start Agreement" as it currently applies to Engineers shall be abrogated in its entirety and the "Gibson Five Day Work Week" as contained in the General Labor Agreement by and between the Indiana Harbor Belt Railroad Company and the United Transportation Union shall apply. The Carrier and the Organization may implement a Five Day Work Week other than the "Gibson Five Day Work Week" however, this shall be achieved by mutual agreement between the parties signatory hereto. This Agreement shall be implemented within 180 consecutive calendar days from the date that pure attrition in connection with Yardmen is achieved.

Furthermore, the "Twenty Two Start Agreement" as it applies to Engineers as

contained in the General Labor Agreement by and between the IHB and the UTU shall not be subject to negotiations therefore, the parties to this Agreement shall not serve nor progress any notice or proposal for changing any of the specific provisions as contained in the Agreements identified in this Side Letter #8 until all IHB Yardmen that were employed, on or prior to 10-01-92, have been attrited for reasons such as but not limited to death, retirement, resignation or disability that renders a Yardman unable to perform his/her duties as a Yardman. However, the parties may negotiate changes to the aforementioned subject matter(s) by mutual agreement.

- 11-14-2005 Letter of Understanding reached during a conference on 11-11-05 wherein the Carrier and Organization agreed that Article III – Rate Progression – New Hires, as contained in the Agreement dated 2-01-93, by and between the IHB and BLE, is intended to include IHB employees in other crafts whereby such employees shall receive monthly credit(s) toward his/her completion of the sixty (60) month period by utilizing every month in which compensated service was performed as an employee in another craft and applying such compensation service toward his/her sixty (60) month period as an Engineer. Therefore, the Carrier shall apply these months of compensated service in another craft to his/her sixty (60) month period as an IHB Engineer in order to accelerate his/her rate progression. This understanding shall apply to all IHB employees that transfer to engine service commencing on 1-01-05 and thereafter. This understanding is not intended to effectuate the provisions of Section 3, as set forth in Article VI – Service Scale as contained in the Agreement dated 8-01-05 between the IHB and BLET. In the event an IHB employee in any craft transfers to engine service and is affected by this understanding, such IHB employee shall be compensated for the acceleration effective 11-01-05 and thereafter at the applicable and appropriate rate of pay pertaining to an Engineer. Additionally, an IHB employee transferring to engine service from another craft shall carry over any vacation eligibility based upon years of IHB service in that craft. This understanding is not intended to infringe on Agreements between IHB and UTU.
- 12-15-2005 Letter of Agreement dated 12-15-05 regarding 2006 vacation allowance. It was agreed by both parties that:
- In the event an engineer is entitled to a 2006 vacation allowance utilizing the calculation of 1/52nd through and including 5/52^{nds} of the previous year earnings, whichever is applicable, such Engineer shall receive 1/52nd through and including 5/52^{nds}, whichever is applicable, of such Engineer's backpay total in connection with the 8-01-05 Agreement between the IHB and BLET, in addition to such Engineer's previous year earnings, in order to calculate such Engineer's vacation allowance for the calendar year 2006.
 - In the event an engineer is entitled to a 2006 vacation allowance utilizing the basic day, such Engineer shall receive 1/52nd through and including 5/52^{nds}, whichever is applicable, of such Engineer's backpay total in connection with the 8-01-05 Agreement between the IHB and BLET, and such backpay payment shall be paid to such Engineer on or prior to 1-31-06, by separate check.
 - An engineer who is not entitled to a 2006 vacation allowance shall receive 1/52nd through and including 5/52^{nds}, whichever is applicable, of such Engineer's backpay total in connection with the 8-01-05 agreement between the IHB and BLET, and such backpay payment shall be paid to such Engineer on or prior to 1-31-06, by separate check.

- An engineer who is not entitled to a 2006 vacation allowance due to death, retirement and/or disability who received backpay, shall receive 1/52nd through and including 5/52^{nds}, whichever is applicable, of such Engineer's backpay total in connection with the 8-01-05 Agreement between the IHB and BLET, and such backpay payment shall be paid to such Engineer on or prior to 1-31-06, by separate check.

- 12-15-2005 Letter of Agreement dated 12-15-05 regarding back pay entitlement. Both parties agreed that in the event an engineer was dismissed as an employee of the IHB prior to 7-31-05, such dismissed Engineer who is reinstated as an engineer, with or without pay for time lost, shall be entitled to back pay in accordance with the terms and conditions as set forth in the 8-01-05 agreement between the IHB and BLET. The backpay is to be paid within thirty (30) days of reinstatement by separate check.
- 10-19-2006 Letter of Understanding between the IHB and BLE confirming the interpretation of Article VII – Engineer Availability, as contained in the August 1, 2005 Agreement between the Indiana Harbor Belt Railroad Company and its Employees represented by the Brotherhood of Locomotive Engineers and Trainmen (BLET) reached in a conference at Hammond, Indiana, on October 19, 2006, whereby it was mutually agreed and understood that in the event that an Engineer marks off for reasons of sickness/illness and such Engineer can support the sickness/illness with a Doctor's excuse, such Engineer shall not be penalized for days off on account of sickness/illness in connection with Article VII.
- 11-01-2006 Letter of Understanding between the IHB and BLE confirming the understanding reached in a conference of October 19, 2006, during which the parties discussed the October 15, 1974 Agreement between the Indiana harbor Belt Railroad and its employees represented by the Brotherhood of Locomotive Engineers and Trainmen (BLET) wherein the parties agreed to add the following language to the Agreement:
- NOTE: An engineer's stay on the bump board shall commence from the time he/she is personally notified by the crew dispatcher by telephone.
- 12-01-2006 Letter of Agreement between the IHB and BLE regarding the letter of understanding dated 2-05-03 which modified Paragraph 4 of the 7-12-65 Home Terminal Agreement during which the parties agreed that this 2-05-03 letter of understanding would be abrogated in its entirety. (Filed with the 7-12-65 Home Terminal Agreement)
- 07-01-2007 Agreement dated 7-01-07 between the National Carriers' Conference Committee and employees of such railroads represented by the Brotherhood of Locomotive Engineers and Trainmen, a Division of the Rail Conference – International Brotherhood of Teamsters. Mediation Agreement, Case No. A-13371.

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Article II Optional Alternative Compensation Program
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- 01-16-2008 Agreement reached during a conference of 2-05-08, effective 2-01-08, regarding monthly work period. Engineers must return to their regular assignment or return to another assignment, including the extra board, through the exercise of seniority, for the first day of their monthly work period. Engineers who fail to comply with the procedures as outlined in this agreement will receive a letter of instruction for a first time offense. Engineers who continue to fail to exercise their seniority in accordance with this agreement will be disciplined as set forth in the current System Discipline Policy dated 4-1-85.
- 01-16-2008 Agreement reached during a conference on 1-16-08 regarding the Engineer guaranteed extra board; 14 day pay period. Engineers may be called off the guaranteed extra board in order to engage in examinations and/or re-examinations or safety classes or training, familiarization trip(s).
- 01-16-2008 Agreement reached during a conference of 2-03-08, effective 1-16-08, regarding Article VII – Engineer Availability as contained in the 8-01-05 Agreement between the IHB and BLET. The sections of this agreement shall become addendums to Article VII – Engineer Availability, in the 8-01-05 Agreement.
- Engineers marked up on a regular assignment and who have been bumped and receive notification of such bump via company computer or off property computer on any calendar day must exercise his/her seniority to the next available assignment or to the guaranteed extra board within 60 minutes of such notification and shall have such days count as starts in connection with engineer availability.
 - Engineers on a guaranteed extra board who are available on the guaranteed extra board from midnight to midnight on any calendar day shall have such days count as starts in connection with Engineer Availability.
 - Engineers who are on the holiday available board the day of the holiday shall be credited with one start for each holiday.
 - Engineers who are cancelled on an assignment on the day of a holiday may remain on such cancellation assignment and shall be credited with 1 start in connection with engineer availability.
 - Engineers who are cancelled on a yard assignment or outer belt transfer assignment for any reason may remain on the cancelled assignment and such engineer shall be credited with one start per cancelled yard or outer belt assignment in connection with engineer availability.
- 06-19-2008 Memorandum of Agreement between the IHB and BLET in connection with an assigned rest day program.
- 11-01-2008 Agreement between the IHB and the BLET signed 9-26-08, effective 11-01-08

Article I - Engineer Incentive Compensation

Section A Incentive compensation for Working Weekends

Section B Qualifying for Incentive Compensation for Working Weekends

Questions and Answers

Section C Incentive Compensation for working 22 or more starts in a monthly work bracket.

Questions & Answers

Section D Claim and Payment

Article II – Engineer Protection (RCL)

Article III – Lay off privilege: Protected and Non Protected Engineers

Section A Protected Engineers
 Section B Non Protected engineers
 Quaestion & answers

Article IV – Engineer Guaranteed Extra Board

Section A Mark up Regular Position
 Questions & Answers

Article V – Engineers (New Hires) Post October 1, 2008

Section A Determining Regular Engineer Status
 Section B Determining Engineers in Guaranteed Extra Board Status
 Section C Exercising Seniority
 Section D Engineer Guarnateed Extra Board Rest Day
 Questions & Answers

Article VI – Vacation Days Counted as tour of Duty Starts

Article VII – Effect of this Agreement

01-04-2012 Agreement dated January 5, 2012 between the National Carriers' Conference Committee and employees of such railroads represented by the Brotherhood of Locomotive Engineers and Trainmen, a Division of the Rail Conference – International Brotherhood of Teamsters. Mediation Agreement, Case No. A-13592.

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01-12-2012 Side Letter #1; understanding reached during conference held at the Gibson Main Office in Hammond, Indiana on November 9, 2011 regarding the interpretation and application of the November 1, 2008 Agreement by and between the Indiana Harbor Belt Railroad Company and its employees represented by the Brotherhood of Locomotive Engineers and Trainmen; specifically, Article I-Engineer Incentive Compensation.

- All references made in ARTICLE 1 of the November 1, 2008 Agreement to the "IHB Availability Policy dated August 1, 2005" shall be changed to read "ARTICLE VII-ENGINEER AVAILABILITY as contained in the August 1, 2005 Agreement by and between the Indiana Harbor Belt Railroad Company and its employees represented by the Brotherhood of Locomotive Engineers and Trainmen.

01-09-2013 Letter confirming the understanding reached during conference held at the Gibson Main Office in Hammond, Indiana on November 9, 2011 regarding the practice of engineers on the guaranteed extra board who are not rested to receive call for open assignments that they are rested for.

- It is agreed that provided that an engineer is rested to work an assignment and is in line to work such assignment in accordance with the "first in, first out" application of the guaranteed extra board agreements in effect, but is not rested in time for the Carrier to call such engineer for the assignment, preference for filling that assignment shall be given to such engineer provided they give the crew dispatcher at least two (2) hours notice.

NOTICE: This understanding in no way obligates an engineer to contact the Carrier during their mandatory hours of rest as provided for under the applicable Hours of Service Laws.

The following are Agreements, Letters of Understanding, etc. not copied to your Agreement Books but filed in the front office.

- 03-03-83 Wage Modification Agreement dated 3-03-83, settled 9-16-85.
- 03-01-89 Letter of Understanding commencing on or about 3-01-89 and extending through 2-28-90 at which time shall terminate without notice. This Letter of Understanding concerns Soo Line (Southeastern District) road trains setting out coal and picking up coal empties at Calumet City or Calumet Park, Illinois. Westbound (Southeastern District) coal train #185 may be permitted to set out coal originating at Terre Haute, IN at Calumet City or Calumet Park, IL for I/C by the IHB RR to the CSS&SB RR. Eastbound Soo Line (Southeastern District) train #184 may be permitted to pick up empty coal cars returning from the CSS&SB RR destined for Terre Haute, IN at Calumet City, or Calumet Park, IL. Agreement signed by J.S. Perry, General Chairman, BLE.
- 03-15-89 Letter of Understanding commencing on or about 3-15-89 and extending thru 12-31-89 at which time shall terminate without notice. Concerns Soo Line (Southeastern District) road train(s) setting out coal and picking up coal empties at Blue Island Yard, Blue Island, IL. Westbound Soo Line (Southeastern District) train(s) 201 or 257 may be permitted to set out at Blue Island Yard, coal originating at Terre Haute, IN and destined to Inland Steel. Westbound Soo Line (Southeastern District) train(s) 204 or 256 may be permitted to pick up at Blue Island Yard, empty coal cars returning from Inland Steel for movement to Terre Haute, IN.
- 11-05-89 Memorandum of Agreement signed 11-05-89, effective 11-05-89, terminates 12-31-90 concerning the establishment of an interchange arrangement between the IHB and the SPCSL Corp. (SPCSL (Eastbound) Inbound Road Crew(s)) at the IHB Blue Island Yard located at Riverdale, IL. SPCSL Corp. will be permitted to operate their road train(s) over IHB trackage between C&A Tower located at Argo, IL and the IHB Blue Island Yard located at Riverdale, IL. SPCSL Corp. (SPCSL (Westbound) Inbound Road Crew(s)) will be permitted to operate their road train(s) over IHB trackage between State Line Tower at Hammond, IN and the IHB Blue Island Yard located at Riverdale, IL.
- 05-24-92 Letter dated 5-24-92 regarding CSX interchange wherein the CSX will originate intermittent solid over the road sulphur or potash trains at our Blue Island Yard, Riverdale, IL. CSX Road Crews will receive their trains at Blue Island and proceed Eastbound to Dolton Interlocking MP 10.6 where they will leave the IHB for movement on joint CSX/UP trackage. These trains will carry a "K" symbol further identified by the date of movement.
- 10-12-92 Letter from the Carrier dated 10-12-92 to the Organization, requesting a conference that would potentially result in an Agreement that would permit Eastbound CSX Trains 200 and 204 to pick up a solid block of cars at the IHB Blue Island Yard and additionally, would permit Westbound CSX Train 205 to set out a solid block of cars at the IHB Blue Island Yard. This potential Agreement would be in addition to and/or in substitution of the 12-16-91 Agreement.
- 06-21-93 Letter of Agreement dated 6-21-93 regarding the operation of CSX Trains 270 and 271. CSX Train 270, a solid over the road freight train may originate and depart eastward from IHB's Blue Island Yard via CP Calumet Park, M.P. 7.1 in order to access CSX trackage. CSX Train 271, a solid over the road freight train originating on the CSX Railroad may access IHB trackage at CP Calumet Park M.P. 7.1 and operate over the IHB to IHB's Blue Island Yard where this train shall

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then terminate. This Agreement terminates without notice at 11:59 PM, 2-28-94 unless extended by the parties signatory hereto. Agreement signed by J.S. Perry, General Chairman, BLE.

01-04-2012 Agreement dated ____ between the National Carriers' Conference Committee and employees of such railroads represented by the Brotherhood of Locomotive Engineers and Trainmen, a Division of the Rail Conference - International Brotherhood of Teamsters. Mediation Agreement, Case No. A-13592.

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