

02-01-93 Local Agreement between the IHB and its Employees represented by the Brotherhood of Locomotive Engineers. Covers wages, cost-of-living payments, rate progression - new hires, special pay differential, health & welfare, lunch period, yard deliveries, regularly assigned Outer Belt starting time adjustments, interchange, flexible yard starting time, holiday cancellations, time limits on appeals. (Also see National Agreement dated 7-29-91.) Agreement signed 2-03-93, effective 2-01-93, and shall remain in effect through 12-31-94 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Note: Article V - Health & Welfare Plan & Early Retirement Major Medical Benefit Plan of this Agreement adopts the National Health & Welfare Article agreed upon by the BLE and the National Railway Labor Conference of 7-29-91.

- Article I - Wages
- Article II - Cost of Living Payments
- Article III - Rate Progression - New Hires
- Article IV - Special Pay Differential
- Article V - Health & Welfare Plan and Early Retirement Major Medical Benefit Plan
- Article VI - Lunch Period
- Article VII - Yard Deliveries
- Article VIII - Regularly Assigned Outer Belt Starting Time Adjustments
- Article IX - Interchange
- Article X - Flexible Yard Starting Time
- Article XI - Holiday Cancellations
- Article XII - Time Limits on Appeals

Section 1 - Discipline & Procedures. Section F(2) of the 11-01-82 Agreement is amended.

Section 2 - Claims & Grievances. Section 17, Paragraph © of the Schedule Working Agreement effective 8-01-28 (corrected to February 1957) is amended.

- Article XIII - Effect of this Agreement

Appendix I
Appendix II
Appendix III

- Side Letter #1 - Refers to the increase in wages provided for in Section 2 of Article I of this Agreement.
- Side Letter #2 - Refers to the 3% general increase set forth in Section 2 of Article I of this

Agreement, effective 2-01-83, basic daily rate of pay for Locomotive Engineers shall be rounded up to equate to \$131.00 per yard day. Pay differentials based on weight on drivers or number and type of locomotive units operated during an Engineer's tour of duty shall be eliminated. Differentials for Engineers set forth in the Agreement of 4-6-88 for working without a Fireman and with a reduced train crew shall remain in effect.

- Side Letter #3 - Refers to the lump sum payments provided for in Article II of this Agreement.
- Side Letter #4 - Refers to the calculations of straight time hours in connection with the lump sum payments provided for in Article II of this Agreement.
- Side Letter #5 - Paragraphs 10(a), 14, 15, 16 and 17 of the Memorandum of Agreement effective 2-15-66 shall be amended.
- Side Letter #6 - To improve efficiency and minimize crew delay, the Carrier shall arrange to affix all M.U. hoses to the twelve (12) connections on each locomotive.
- Side Letter #7 - Refers to the use of a timeslip that would reflect the time worked for both Engineers and members of the train crew.

AGREEMENT

Between the

INDIANA HARBOR BELT RAILROAD COMPANY

and its Engineers

Represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

DATED FEBRUARY 1, 1993

Covers Wage Adjustments, Health & Welfare, etc.

NOTE: Article V - Health and Welfare Plan and Early Retirement Major Medical Benefit Plan of this Agreement adopts the National Health & Welfare Article agreed upon by the BLE and the National Railway Labor Conference on July 29, 1991.

FEBRUARY 1, 1993

Agreement between the

INDIANA HARBOR BELT RAILROAD COMPANY

and its Employees

Represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 - Lump Sum Payment

Each employee subject to this Agreement who rendered compensated service on a sufficient number of days during the calendar year 1991 to qualify for an annual vacation in the calendar year 1992 will be paid \$2,500 within 60 days of the date of this Agreement. Those employees who rendered compensated service on an insufficient number of days during the calendar year 1991 to qualify for an annual vacation in the calendar year 1992 will be paid a proportional share of that amount. This Section shall be applicable solely to those employees subject to this Agreement who have an employment relationship as of the date of this Agreement, or who have retired or died on or subsequent to January 1, 1991. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

Section 2 - First General Wage Increase

Effective July 1, 1991, all standard basic daily rates of pay of employees represented by the Brotherhood of Locomotive Engineers in effect June 30, 1991 shall be increased by three (3) percent.

Section 3 - Second General Wage Increase

Effective July 1, 1993, all standard basic daily rates of pay of employees represented by the Locomotive Engineers in effect on June 30, 1993 shall be increased by three (3) percent, computed and applied in the same manner prescribed in Section 2 above.

Section 4 - Third General Wage Increase

Effective July 1, 1994, all standard basic daily rates of pay of employees represented by the Brotherhood of Locomotive Engineers in effect on June 30, 1994 shall be increased by four (4) percent, computed and applied in the same manner prescribed in Section 2 above.

Section 5 - Standard Rates

The standard basic daily rates of pay produced by application of the increases provided for in this Article are set forth in Appendix I, which is a part of this Agreement.

Section 6 - Application of Wage Increases

- (a) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.
- (b) Existing money differentials above existing standard daily rates shall be maintained.

ARTICLE II - COST-OF-LIVING PAYMENTS

Part A - Cost-of-Living Lump Sum Payments Through January 1, 1995

Section 1 - First Lump Sum Cost-of-Living Payment

Subject to Section 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period April 1, 1991 through March 31, 1992, will receive a lump sum payment on July 1, 1992 of \$1,455.00.

Section 2 - Second Lump Sum Cost of Living Payment

Subject to Section 6 and 7, employees with 1,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period April 1, 1992 through September 30, 1992, will receive a lump sum payment on January 1, 1993 equal to the difference between (i) \$1,440.00, and (ii) the lesser of \$720.00 and one quarter of the amount, if any, by which the carriers' 1993 payment rate for foreign-to-occupation health benefits under the Railroad Employees National Health and Welfare Plan (the "Plan") exceeds the sum of (a) the amount of such payment rate for 1992 and (b) the amount per covered employee that will be taken during 1993 from that certain special account maintained at the Travelers Insurance Company known as the "Special Account Held in Connection with the Amount for the Close-Out Period" (the "Special Account") to pay or provide for Plan foreign-to-occupation health benefits.

Section 3 - Third Lump Sum Cost-of-Living Payment

Subject to Section 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period October 1, 1992 through September 30, 1993, will receive a lump sum payment on January 1, 1994 equal to the difference between (i) \$1,467.00, and (ii) the lesser of \$733.50 and one quarter of the amount, if any, by which the carriers' 1994 payment rate for foreign-to-occupation health benefits under the Plan exceeds the sum of (a) the amount of such payment rate for 1993 and (b) the amount per covered employee that will be taken during 1994 from the Special Account to pay or provide for Plan foreign-to-occupation health benefits.

Section 4 - Fourth Lump Sum Cost-of-Living Payment

Subject to Section 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays and guarantees in protective agreements or arrangements) during the period October 1, 1993 through September 30, 1994, will receive a lump sum payment on January 1, 1995 equal to the difference between (i) 1006.00, and (ii) the lesser of \$503.00 and one quarter of the amount, if any, by which the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan exceeds the amount of such payment rate for 1994.

Section 5 - Definition of Payment Rate for Foreign-to-Occupation Health Benefits

The carrier's payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve times the payment made by the carriers to the Plan per month (in such year) per employee who is fully covered for employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1 hereof.

Section 6 - Employees Working Less Than Full-Time

For employees who have fewer straight time hours (as defined) paid for in any of the respective periods described in Sections 1 through 4 than the minimum number set forth therein, the dollar amounts specified in clause (i) thereof shall be adjusted by multiplying such amounts by the number of straight time hours (including vacations, holidays and guarantees in protective agreements or arrangements) for which the employee was paid during the applicable measurement period divided by the defined minimum hours. For any such employee, the dollar amounts described in clause (ii) of such Sections shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

Section 7 - Lump Sum Proration

In the case of any employee subject to wage progression or entry rates, the dollar amounts specified in clause (i) of Sections 1 through 4 shall be adjusted by multiplying such amounts by the weighted average entry rate percentage applicable to wages earned during the specified determination period. For any such employee, the dollar amounts described in clause (ii) of such Sections shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

Section 8 - Eligibility for Receipt of Lump Sum Payments

The lump sum cost-of-living payments provided for in this Article will be payable to each employee subject to this Agreement who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payments. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

PART B - Cost of Living Allowance and Adjustments Thereto
After January 1, 1995

Section 1 - Cost of Living Allowance and Effective Dates of
Adjustments Thereto

- (a) A cost of living allowance will be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective July 1, 1995 based, subject to paragraph (d), on the BLS CPI for September 1994 as compared with the BLS CPI for March 1995. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

Measurement Periods

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September 1994	March 1995	July 1, 1995
March 1995	September 1995	January 1, 1996

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable for all years subsequent to those specified above during which this Article is in effect.

- (b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, vacations, holidays and to special allowances in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles, or fixed amounts of money or to mileage rates of pay for miles run in excess of the number of miles comprising a basic day.
- (c) The amount of the cost-of-living allowance, if any, that will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (d) (i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 1995	3% of September 1994 CPI
January 1, 1996	6% of September 1994 CPI, less the increase from September 1994 to March 1995

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (ii) **Limitation.** In calculations under paragraph (e), only fifty (50) percent of the increase in the BLS CPI in any measurement period shall be considered.
- (iii) If the increase in the BLS CPI from the base month of September 1994 to the measurement month of March 1995 exceeds 3% of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such September base index less the 3% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective July 1, 1995 during such measurement period.
- (iv) Any increase in the BLS CPI from the base month of September 1994 to the measurement month of September 1995 in excess of 6% of the September 1994 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.
- (v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent years in which this Article is in effect.

- (e) **Formula.** The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance in effect on December 31, 1995 will be adjusted (increased or decreased) effective January 1, 1996 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the BLS CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on December 31, 1995 if the BLS CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains at zero or above. The same procedure will be followed in applying subsequent adjustments.

- (f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2 - Payment of Cost-of-Living Allowances

- (a) The cost-of-living allowance payable to each employee effective July 1, 1995 shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1994, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above. For the purpose of the foregoing calculation, the amount of any increase described in clause (ii) that has been taken into account in determining the amount received by the employee as a lump sum payment on January 1, 1995 shall not be taken into account.
- (b) The cost-of-living allowance payable to each employee effective January 1, 1996, shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1996 payment rate for foreign-to-occupation health benefits under the Plan over the amount of such payment rate for 1995, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above.
- (c) The procedure specified in paragraph (b) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.
- (d) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 5 of Part A shall apply with respect to any year covered by this Section.
- (e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Application of Cost-of-Living Allowances

The cost-of-living allowance provided for in this Part will not become part of basic rates of pay. In application of such allowance, each one cent per hour of cost-of-living allowance will be treated as an increase of 8 cents in the basic daily rates of pay produced by application of Article I of this Implementing Document. The cost-of-living allowance will otherwise be applied in keeping with the provisions of Section 5 of Article I.

Section 4 - Continuation of Part B

The arrangements set forth in Part B of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.



INDIANA HARBOR BELT RAILROAD COMPANY

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



November 14, 2005

Mr. Donald R. Byrom
General Chairman, BLET
P.O. Box 5031
Chicago, IL 60680-5031

Dear Mr. Bryom:

This shall confirm our understanding reached during our conference on November 11, 2005, at Hammond, Indiana, wherein it was mutually agreed that ARTICLE III-RATE PROGRESSION-NEW HIRES, as contained in the Agreement dated February 1, 1993, by and between 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, IHB 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 January 1, 2005 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 August 1, 2005, between 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 November 1, 2005, 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.

If the aforementioned correctly sets forth our understanding, please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Mary Kay Conley
Director Labor Relations and Human Resources

I agree:

D.R. Byrom, General Chairman, BLET

ARTICLE III - RATE PROGRESSION - NEW HIRES

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in engine or train service is established on or after June 1, 1993, will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service in engine and/or train service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

- (a) Promoted Engineers who have had a previous employment relationship with another carrier and are subsequently hired by the IHB Railroad shall be covered by this Article. Such Engineers however shall receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed as an Engineer for another carrier provided that such compensated service last occurred within one (1) year of the date of employment with the IHB Railroad.

ARTICLE IV - SPECIAL PAY DIFFERENTIAL**Section 1 - Payment**

- (a) Effective in the first pay period following the effective date of this Agreement, a pay differential of \$12.00 per basic day in yard service shall be payable to Engineers promoted prior to June 1, 1993, when working without a Fireman and with a Reduced or Foreman Only Train Crew.
- (b) Effective January 1, 1995, the pay differential shall be increased to \$15.00 per basic yard day.
- (c) The Special Pay Differential shall not be subject to general or cola increases.
- (d) It is mutually agreed to and understood that the pay differential of \$12.00 is in addition to the existing \$2.00 pay differential effective April 6, 1988.

ARTICLE V - HEALTH AND WELFARE PLAN AND EARLY RETIREMENT MAJOR MEDICAL BENEFIT PLAN

All of the provisions contained in Article III entitled "Health and Welfare Plan and Early Retirement Major Medical Benefit Plan", of the Implementing Documents effective November 7, 1991, between the railroads represented by the National Carriers' Conference and employees represented by the Brotherhood of Locomotive Engineers shall be incorporated into and made a part of this Agreement, to the same extent, as if included herein.

ARTICLE VI - LUNCH PERIOD

Article 18 of the Schedule Working Agreement effective August 1, 1928 (corrected to February 1957) and Article III, Section (8) of the April 6, 1988 Agreement between the Indiana Harbor Belt Railroad and the Brotherhood of Locomotive Engineers are hereby abrogated and the following shall apply in substitution thereof:

Section 1 -

Lunch Period for Locomotive Engineers Working in Outer Belt Transfer Service.

- (a) Engineers in Outer Belt Transfer Service shall be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period shall commence between 3 1/2 and 8 hours after the starting time of the assignment.

- (b) In the event an Outer Belt Engineer is not afforded a lunch period during his tour of duty as specified hereinabove, the lunch period shall be considered to be waived and the Engineer shall be paid thirty (30) minutes at the applicable overtime rate of pay in lieu thereof, in addition to any other compensation.
- (c) It is agreed that all members of the crew shall begin and end their lunch period as a unit.

Section 2 -

Lunch Period for Locomotive Engineers Working in Other Than Outer Belt Transfer Service.

- (a) Engineers in other than Outer Belt Transfer Service shall be allowed twenty (20) minutes for lunch without deduction in pay. The lunch period shall commence between 3 1/2 and 6 1/2 hours after the starting time of the assignment.
- (b) Engineers in other than Outer Belt Transfer Service shall not be required to work longer than 6 1/2 hours without being allowed to go to lunch, without deduction in pay or time therefor.
- (c) In the event an Engineer is not afforded a lunch period during his tour of duty in accordance with the provisions as set forth in (a) and (b) above, the Engineer shall be paid thirty (30) minutes at the applicable overtime rate of pay in addition to any other compensation, however, it is hereby understood that, additionally, the Engineer shall be allowed a lunch period as close to the one hundred eighty (180) minute period as service requirements permit.
- (d) It is agreed that all members of the crew shall begin and end their lunch period as a unit.

ARTICLE VII - YARD DELIVERIES

When delivering cars into an IHB yard or yard of a foreign carrier, Engineers may be required to double a portion of their train to another track(s) within the confines of that yard. It shall not be necessary that any one track be filled to capacity.

ARTICLE VIII - REGULARLY ASSIGNED OUTER BELT STARTING TIME ADJUSTMENTS

Section 1 -

The fixed advertised starting time of regularly assigned Outer Belt Transfer Assignments may be adjusted by exactly one (1) hour to reflect a later starting time of exactly one (1) hour.

Question: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions of Section 1 as contained herein, what will the adjusted starting time be?

Answer: 9:00 AM.

Section 2 -

The fixed advertised starting time of regularly assigned Outer Belt Transfer Assignments may be adjusted by exactly two (2) hours to reflect a later starting time of exactly two (2) hours.

Question: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions of Section 2 as contained herein, what will the adjusted starting time be?

Answer: 10:00 AM.

Section 3 -

In the event the provisions of Section 1 or Section 2 are utilized, the day/date of the fixed advertised starting time of such assignment shall be used for the purpose of crediting Engineers with a start in connection with the Twenty-two Start Agreement and also for the purpose of crediting such Engineers with compensation.

Section 4 -

In the event a regularly assigned Outer Belt Transfer Assignment is subject to a starting time change in accordance with the provisions as set forth in Section 1 or Section 2, the regularly assigned Engineer shall be notified by telephone two (2) hours prior to the fixed advertised starting time of the regularly assigned Outer Belt Transfer Assignment and shall be informed as to what the adjusted starting time of their assignment shall be.

Question: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions contained in Section 1 or Section 2, what time will the Carrier notify the regularly assigned Engineer affected by the adjusted starting time?

Answer: 6:00 AM

Section 5 -

In the event an extra Engineer is utilized on a regularly assigned Outer Belt Transfer Assignment and the provisions as contained in Section 1 or Section 2 are utilized, the extra Engineer shall be called two (2) hours prior to the adjusted starting time of the assignment and shall be informed by the Crew Dispatcher that a regular assignment with a fixed starting time has been adjusted and as to what the adjusted starting time of the assignment shall be.

Question 1: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions of Section 1, what time will the Carrier notify the extra Engineer of the adjusted starting time of such assignment and be called to fill such vacancy?

Answer 1: 7:00 AM

Question 2: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM, and the Carrier utilizes the provisions of Section 2, what time will the Carrier notify the extra Engineer of the adjusted starting time of such assignment and be called to fill such vacancy?

Answer 2: 8:00 AM

Section 6 -

In the event the provisions of Section 1 or Section 2 are utilized, Engineer shall be compensated commencing from the fixed advertised starting time of the regularly assigned Outer Belt Transfer Assignment.

Question 1: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 1, and the adjusted starting time of the assignment is 9:00 AM, what time will the Engineer begin to be compensated?

Answer 1: 8:00 AM.

Question 2: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 2, and the adjusted starting time of the assignment is 10:00 AM, what time will the Engineer begin to be compensated?

Answer 2: 8:00 AM.

Question 3: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 1, and the adjusted starting time of the assignment is 9:00 AM, what time will the Engineer begin to be compensated at the overtime rate of pay?

Answer 3: 4:00 PM.

Question 4: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 2, and the adjusted starting time of the assignment is 10:00 AM, what time will the Engineer begin to be compensated at the overtime rate of pay?

Answer 4: 4:00 PM.

Question 5: If the fixed advertised starting time of a regularly assigned Outer Belt Transfer Assignment is 8:00 AM and the Carrier utilizes the provisions of Section 1 or Section 2, what time will the extra Engineer begin to be compensated and what time will the extra Engineer begin to be compensated at the overtime rate of pay?

Answer 5: The extra Engineer shall be compensated as is a regular Engineer in accordance with the provisions as set forth in this Section.

Section 7 -

In the event the provisions of Section 1 or Section 2 are utilized, the fixed starting time of the regularly assigned Outer Belt Transfer Assignment shall be utilized for the purpose of applying Section 9 of the Schedule Working Agreement effective August 1, 1928 (corrected to February 1957), as contained in the Schedule Labor Agreement by and between the Indiana Harbor Railroad Company and the Brotherhood of Locomotive Engineers.

Section 8 -

In the event the provisions of Section 1 or Section 2 are utilized, the adjusted starting time of the regularly assigned Outer Belt Transfer Assignment shall be utilized for the purpose of complying with the Hours of Service Act.

Section 9 -

In the event the provisions of Section 1 or Section 2 are utilized, and the regularly assigned Engineer are not rested under the applicable provisions of the Hours of Service Act for their assignment on the following day, the fixed advertised starting time of the regularly assigned Outer Belt Transfer Assignment shall be adjusted in accordance with the provisions as set forth in Section 1 or Section 2, in order for the Engineer affected to be rested for their regular assignment under the Hours of Service Act. The Carrier shall utilize the provisions of Section 4 and Section 6 as set forth in this Article.

Section 10 -

- A. The provisions as contained in this Article VIII, Section 1 through and including Section 9, may be cancelled by either party upon written notice. Such notice to cancel must be served between the time period of May 1, 1993 and August 31, 1993.
- B. In the event a cancellation notice is served consistent with the requirements contained in Paragraph A above, all of the provisions in Article VIII as contained in this Agreement, shall automatically cancel on September 30, 1993, and the parties signatory hereto shall revert to agreement rules, practices, and/or understandings that were in effect prior to February 1, 1993.
- C. Except as otherwise provided for in Paragraphs A and B hereof, the provisions as contained in Article VIII, Section 1 through and including Section 9, shall become effective on February 1, 1993, and shall remain in effect until and unless changed in accordance with the applicable provisions of the Railway Labor Act as amended.

ARTICLE IX - INTERCHANGE

Foreign line road crew(s) may receive their over the road train(s), or deliver their over the road train(s) to designated points on the Indiana Harbor Belt Railroad provided that such train(s) are solid train(s) moving intact for the purpose of interchange; however, this shall be accomplished by a Separate and Special Agreement by and between the General Chairperson, BLE and the Manager Labor Relations/Personnel.

NOTE 1: The provisions of this Article are not intended to impose restrictions in connection with interchange where restrictions did not exist prior to the effective date of this Agreement.

NOTE 2: In the event the General Chairperson, BLE, and the Manager Labor Relations/Personnel are unable to consummate a Separate and Special Agreement, this shall not be construed as bargaining in poor faith on the part of either party.

ARTICLE X - FLEXIBLE YARD STARTING TIME

The Carrier may bulletin a regularly assigned yard crew outside of the starting time brackets for the purpose of obtaining or retaining a customer and better responding to the needs of that customer; however, this shall be accomplished by Separate and Special Agreement by and between the General Chairperson, BLE and the Manager Labor Relations/Personnel.

NOTE 1: The provisions of this Article are not intended to impose restrictions in connection with yard starting times where restrictions did not exist prior to the effective date of this Agreement.

NOTE 2: In the event the General Chairperson, BLE and the Manager Labor Relations/Personnel are unable to consummate a Separate and Special Agreement, this shall not be construed as bargaining in poor faith on the part of either party.

ARTICLE XI - HOLIDAY CANCELLATIONS

In the event a regularly assigned Outer Belt Transfer Assignment is cancelled the day preceding the holiday and/or the day following the holiday, the Engineer may, unless displaced, remain on the assignment that was cancelled and shall be qualified for the purpose of receiving holiday pay.

The holidays referred to in this Article are those provided for in the National Holiday Agreement.

ARTICLE XII - TIME LIMITS ON APPEALS

Section 1 - Discipline & Procedures

Effective ten (10) days subsequent to the signing of this Agreement, Section F(2) of the November 1, 1982 Agreement between the IHB Railroad and the BLE is amended to read:

"2. The procedure outlined in paragraph 1 shall govern in appeals taken to each succeeding officer (*). Decision by the highest officer designated to handle discipline matter shall be final and binding unless within sixty (60) days after written notice of the decision, said officer is notified in writing that the decision is not accepted.

Thereafter, if conference is requested by either party it will be held within sixty (60) days of date of decision, otherwise conference will be considered as having been waived by mutual consent. All appeals involved

in a decision of the highest officer shall be barred unless within one year (12 months) from the date of said officer's decision proceedings are instituted before a tribunal having jurisdiction pursuant to law or agreement.

NOTE: (*) There shall not be more than two (2) succeeding officers involved in the appeals process; the Superintendent and Manager Labor Relations & Personnel.

Section 2 - Claims & Grievances

Effective ten (10) days subsequent to the signing of this Agreement, Section 17, Paragraph (c) of the Schedule Working Agreement effective August 1, 1928 (corrected to February 1957) between the IHB Railroad and the BLE is amended to read:

"(c) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within one year (12 months) from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the twelve month period herein referred to."

ARTICLE XIII - EFFECT OF THIS AGREEMENT

Section 1 -

This Agreement is made in full and final settlement of all outstanding Section 6 Notices served upon the Indiana Harbor Belt Railroad by the Organization's signatory hereto on or about June 1, 1988 and August 23, 1988, covering benefits, health and welfare, work rules, and notices served by the Indiana Harbor Belt Railroad for concurrent handling pursuant to the provisions of the Railway Labor Act as amended.

Section 2 -

The parties to this Agreement shall not serve nor progress prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal for the purpose of changing provisions of this Agreement and any proposals in pending notices relating to such subject matters are hereby withdrawn.

No party to this Agreement shall serve or progress, prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal which might properly have been served when the last moratorium ended on July 1, 1988.

Section 3 -

New proposals properly served under the Railway Labor Act covering subject matters which do not request compensation may be progressed under the provisions of the Railway Labor Act, as amended.

Section 4 -

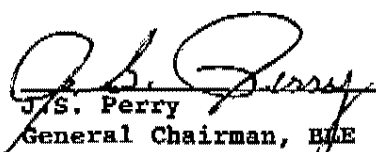
This Article will not bar Management and the Organization from agreeing upon any subject of mutual interest.

Section 5 -

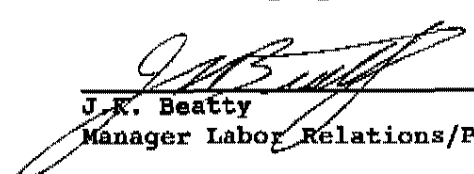
Except as provided for in Article VIII, Section 10, this Agreement, APPENDIX I, and Side Letters #1 through and including #7 shall become effective February 1, 1993, and shall remain in effect through December 31, 1994 and thereafter, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 3rd day of February, 1993.

For the Employees Represented by the
Brotherhood of Locomotive Engineers:


J.S. Perry
General Chairman, BLE

For the Indiana Harbor Belt
Railroad Company:


J.R. Beatty
Manager Labor Relations/Personnel

APPROVED:


C.H. Allen, General Manager

ENGINEER RATE WITH FIREMAN		\$131.00											APPENDIX I
EFFECTIVE FEBRUARY 1, 1993													PAGE 1 OF 3
		MINUTES 0	MINUTES 5	MINUTES 10	MINUTES 15	MINUTES 20	MINUTES 25	MINUTES 30	MINUTES 35	MINUTES 40	MINUTES 45	MINUTES 50	MINUTES 55
HOURS	8	\$131.00	\$133.06	\$135.09	\$137.14	\$139.19	\$141.23	\$143.28	\$145.33	\$147.38	\$149.42	\$151.47	\$153.52
HOURS	9	\$155.56	\$157.61	\$159.66	\$161.70	\$163.75	\$165.80	\$167.84	\$169.89	\$171.94	\$173.98	\$176.03	\$178.09
HOURS	10	\$180.13	\$182.17	\$184.22	\$186.27	\$188.31	\$190.36	\$192.41	\$194.45	\$196.50	\$198.55	\$200.59	\$202.64
HOURS	11	\$204.69	\$206.73	\$208.78	\$210.83	\$212.88	\$214.92	\$216.97	\$219.02	\$221.06	\$223.11	\$225.16	\$227.20
HOURS	12	\$229.25											

ENGINEER RATE WITHOUT FIREMAN		\$137.00											
EFFECTIVE FEBRUARY 1, 1993													
		MINUTES 0	MINUTES 5	MINUTES 10	MINUTES 15	MINUTES 20	MINUTES 25	MINUTES 30	MINUTES 35	MINUTES 40	MINUTES 45	MINUTES 50	MINUTES 55
HOURS	8	\$137.00	\$139.14	\$141.28	\$143.42	\$145.56	\$147.70	\$149.84	\$151.98	\$154.13	\$156.27	\$158.41	\$160.55
HOURS	9	\$182.69	\$184.83	\$186.97	\$189.11	\$191.25	\$193.39	\$195.53	\$197.67	\$199.81	\$201.95	\$204.09	\$206.23
HOURS	10	\$188.38	\$190.52	\$192.66	\$194.80	\$196.94	\$199.08	\$201.22	\$203.36	\$205.50	\$207.64	\$209.78	\$211.92
HOURS	11	\$214.06	\$216.20	\$218.34	\$220.48	\$222.63	\$224.77	\$226.91	\$229.05	\$231.19	\$233.33	\$235.47	\$237.61
HOURS	12	\$239.75											

Effective February 1, 1993, Reduced Crew Allowance (RCA) equals \$14.00, i.e. \$2.00 + \$12.00.

Effective January 1, 1995, Reduced Crew Allowance (RCA) equals \$17.00, i.e. \$2.00 + \$15.00.

ENGINEER RATE WITH FIREMAN
EFFECTIVE JULY 1, 1993

\$134.93

APPENDIX I
PAGE 1 OF 3

		MINUTES 0	MINUTES 5	MINUTES 10	MINUTES 15	MINUTES 20	MINUTES 25	MINUTES 30	MINUTES 35	MINUTES 40	MINUTES 45	MINUTES 50	MINUTES 55
HOURS	8	\$134.93	\$137.04	\$139.15	\$141.25	\$143.36	\$145.47	\$147.59	\$149.69	\$151.80	\$153.90	\$156.01	\$158.12
HOURS	9	\$160.23	\$162.34	\$164.45	\$166.55	\$168.66	\$170.77	\$172.88	\$174.99	\$177.10	\$179.20	\$181.31	\$183.42
HOURS	10	\$185.53	\$187.64	\$189.75	\$191.86	\$193.96	\$196.07	\$198.18	\$200.29	\$202.40	\$204.50	\$206.61	\$208.72
HOURS	11	\$210.83	\$212.94	\$215.04	\$217.15	\$219.26	\$221.37	\$223.48	\$225.59	\$227.69	\$229.80	\$231.91	\$234.02
HOURS	12	\$238.13											

ENGINEER RATE WITHOUT FIREMAN
EFFECTIVE JULY 1, 1993

\$140.93

		MINUTES 0	MINUTES 5	MINUTES 10	MINUTES 15	MINUTES 20	MINUTES 25	MINUTES 30	MINUTES 35	MINUTES 40	MINUTES 45	MINUTES 50	MINUTES 55
HOURS	8	\$140.93	\$143.13	\$145.33	\$147.54	\$149.74	\$151.94	\$154.14	\$156.34	\$158.55	\$160.75	\$162.95	\$165.15
HOURS	9	\$167.35	\$169.56	\$171.76	\$173.96	\$176.16	\$178.36	\$180.57	\$182.77	\$184.97	\$187.17	\$189.37	\$191.58
HOURS	10	\$193.78	\$195.98	\$198.18	\$200.38	\$202.59	\$204.79	\$206.99	\$209.19	\$211.40	\$213.60	\$215.80	\$218.00
HOURS	11	\$220.20	\$222.41	\$224.61	\$226.81	\$229.01	\$231.21	\$233.42	\$235.62	\$237.82	\$240.02	\$242.22	\$244.43
HOURS	12	\$246.63											

Effective February 1, 1993, Reduced Crew Allowance (RCA) equals \$14.00, i.e. \$2.00 + \$12.00.

Effective January 1, 1995, Reduced Crew Allowance (RCA) equals \$17.00, i.e. \$2.00 + \$15.00.

06/29/2006 THU 17:14 FAX 2199896728 IHB RR LR/HR

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ENGINEER RATE WITH FIREMAN												APPENDIX I	
EFFECTIVE JULY 1, 1994												PAGE 3 OF 3	
		MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES
		0	5	10	15	20	25	30	35	40	45	50	55
HOURS	8	\$140.33	\$142.52	\$144.71	\$146.91	\$149.10	\$151.29	\$153.48	\$155.68	\$157.87	\$160.06	\$162.25	\$164.45
HOURS	9	\$168.64	\$168.83	\$171.02	\$173.22	\$175.41	\$177.60	\$179.79	\$181.99	\$184.18	\$186.37	\$188.56	\$190.76
HOURS	10	\$192.95	\$195.14	\$197.34	\$199.53	\$201.72	\$203.91	\$206.11	\$208.30	\$210.49	\$212.68	\$214.88	\$217.07
HOURS	11	\$219.26	\$221.45	\$223.65	\$225.84	\$228.03	\$230.22	\$232.42	\$234.61	\$236.80	\$238.99	\$241.19	\$243.38
HOURS	12	\$245.57											

ENGINEER RATE WITHOUT FIREMAN												APPENDIX I	
EFFECTIVE JULY 1, 1994												PAGE 3 OF 3	
		MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES
		0	5	10	15	20	25	30	35	40	45	50	55
HOURS	8	\$146.33	\$148.61	\$150.90	\$153.19	\$155.47	\$157.76	\$160.05	\$162.33	\$164.62	\$166.90	\$169.19	\$171.48
HOURS	9	\$173.76	\$176.06	\$178.34	\$180.62	\$182.91	\$185.20	\$187.48	\$189.77	\$192.06	\$194.34	\$196.63	\$198.91
HOURS	10	\$201.20	\$203.49	\$205.77	\$208.06	\$210.35	\$212.63	\$214.92	\$217.20	\$219.49	\$221.78	\$224.06	\$226.35
HOURS	11	\$228.84	\$230.92	\$233.21	\$235.50	\$237.78	\$240.07	\$242.36	\$244.64	\$246.93	\$249.21	\$251.50	\$253.79
HOURS	12	\$256.07											

Effective February 1, 1993, Reduced Crew Allowance (RCA) equals \$14.00, i.e. \$2.00 + \$12.00.

Effective January 1, 1995, Reduced Crew Allowance (RCA) equals \$17.00, i.e. \$2.00 + \$15.00.



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

February 3, 1993

Side Letter #1

Mr. J.S. Perry
General Chairman, BLE
131 Surrey Drive
Bloomington, IL 60105

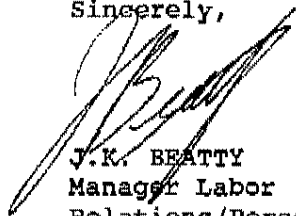
Dear Mr. Perry:

This refers to the increase in wages provided for in Section 2 of Article I of this Implementing Document.

It is understood that the retroactive portion of that wage increase will be paid within sixty (60) days from the effective date of this Agreement. It is further understood that it shall be applied only to employees who have continued their employment relationship up to the date of this Agreement or who have retired or died subsequent to January 1, 1992.

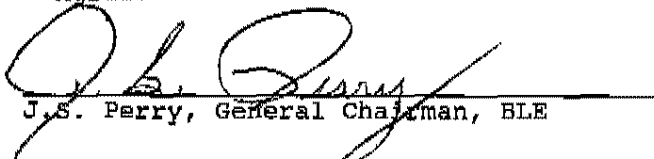
Please indicate your agreement by signing your name in the space provided below.

Sincerely,



J.K. BEATTY
Manager Labor
Relations/Personnel

I Agree:


J.S. Perry, General Chairman, BLE



INDIANA HARBOR BELT RAILROAD COMPANY

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

February 3, 1993

Side Letter #2

Mr. J.S. Perry
General Chairman, BLE
131 Surrey Drive
Bloomington, IL 60105

Dear Mr. Perry:

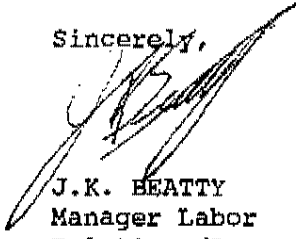
As agreed, subsequent to the application of the 3% general increase set forth in Section 2 of Article I of this Agreement, effective February 1, 1993, the basic daily rate of pay for Locomotive Engineers covered by this Agreement shall be rounded up to equate to \$131.00 per yard day.

It was further agreed that effective February 1, 1993, all pay differentials based on weight on drivers or number and type of locomotive units operated during an Engineer's tour of duty shall be eliminated.

Differentials for Engineers set forth in the IHB/BLE Agreement of April 6, 1988, for working without a Fireman and with a reduced train crew shall remain in effect.

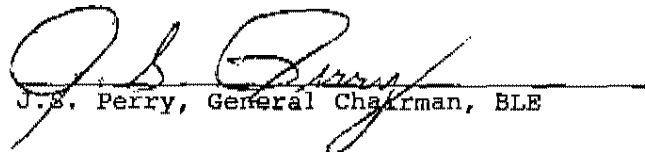
Please indicate your agreement by signing your name in the space provided below.

Sincerely,



J.K. BEATTY
Manager Labor
Relations/Personnel

I Agree:



J.S. Perry, General Chairman, BLE



INDIANA HARBOR BELT RAILROAD COMPANY

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

February 3, 1993

Side Letter #3

Mr. J.S. Perry
General Chairman, BLE
131 Surrey Drive
Bloomington, IL 60105

Dear Mr. Perry:

This refers to the lump sum payments provided for in Article II of this Implementing Document.

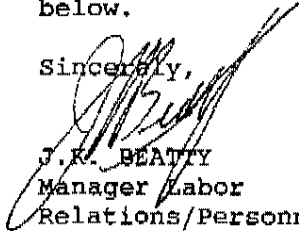
Sections 1 to 4 inclusive, of Part A of Article II - Cost-of-Living Payments are structured so as to provide lump sum payments that are essentially based on the number of straight time hours credited to an employee during a specified 12 month base period. Section 8 provides that all of these lump sum payments are payable to an employee who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payment. Thus, for example, under Section 1 of Part A of Article II, except for an employee who has retired or died, the Agreement requires that an employee have an employment relationship as of July 1, 1992, in order to receive a lump sum payment which will be based essentially on the number of straight time hours credited to such employee during a period running from April 1, 1991 through March 31, 1992.

The intervals between the close of the measurement periods and the actual payments established in the 1985-86 National Agreements were in large part a convenience to the carriers in order that there be adequate time to make the necessary calculations.

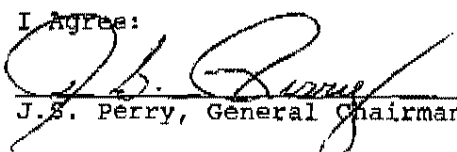
In recognition of this, we again confirm the understanding that an individual having an employment relationship with a carrier on the last day of a particular measurement period will not be disqualified from receiving the lump sum (or portion thereof) provided for in the event his employment relationship is terminated following the last day of the measurement period but prior to the payment due date.

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

Sincerely,


J.R. BEATTY
Manager Labor
Relations/Personnel

I Agree:


J.S. Perry, General Chairman, BLE



INDIANA HARBOR BELT RAILROAD COMPANY

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

February 3, 1993

Side Letter #4

Mr. J.S. Perry
General Chairman, BLE
131 Surrey Drive
Bloomingdale, IL 60105

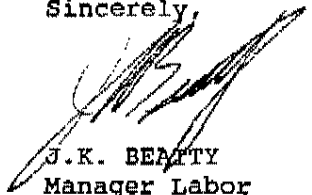
Dear Mr. Perry:

This will confirm our understanding with respect to the calculations of straight time hours in connection with the lump sum payments provided for in Article II of this Agreement dated February 1, 1993.

It is understood that the straight time equivalent number of hours paid for at the overtime rate of pay for Engineers shall be included in such calculations.

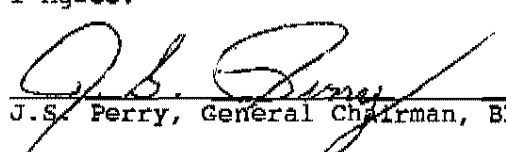
Please indicate your agreement by signing your name in the space provided below.

Sincerely,



J.K. BEATTY
Manager Labor
Relations/Personnel

I Agree:



J.S. Perry, General Chairman, BLE



INDIANA HARBOR BELT RAILROAD COMPANY

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

February 3, 1993

Side Letter #5

Mr. J.S. Perry
General Chairman, BLE
131 Surrey Drive
Bloomington, IL 60105

Dear Mr. Perry:

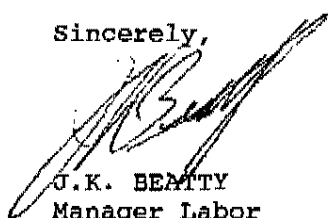
This refers to our discussion whereby it was mutually agreed that Paragraphs 10(a), 14, 15, 16 and 17 of the Memorandum of Agreement between the Brotherhood of Locomotive Engineers and the Indiana Harbor Belt Railroad Company effective February 15, 1966, shall be amended as follows:

"All references to 22 straight time starts shall be amended to read 22 starts. Therefore, any combination of straight time or overtime starts exceeding 22 starts shall be paid at one and one-half times the basic straight time rate for such excess work."

All other provisions of the aforementioned Agreement shall remain in full force and effect.

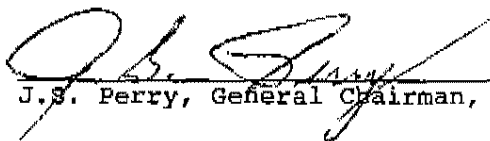
Please indicate your agreement by signing your name in the space provided below.

Sincerely,



J.K. BEATTY
Manager Labor
Relations/Personnel

I Agree:



J.S. Perry, General Chairman, BLE



INDIANA HARBOR BELT RAILROAD COMPANY

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

February 3, 1993

Side Letter #6

Mr. J.S. Perry
General Chairman, BLE
131 Surrey Drive
Bloomington, IL 60105

Dear Mr. Perry:

This refers to our discussion whereby it was mutually agreed and understood that in an effort to improve efficiency and minimize crew delay, the Carrier shall arrange to affix all M.U. hoses to the twelve (12) connections on each locomotive. This will alleviate the necessity for Locomotive Engineers to move M.U. hoses from one location to another when required to M.U. locomotives under the provisions of the Memorandum of Agreement by and between the Indiana Harbor Belt Railroad Company and the Brotherhood of Locomotive Engineers regarding Engineers who may be required to add or cut off units from their locomotive consist dated June 29, 1981 and effective July 1, 1981.

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

Sincerely,

J.K. BEATTY
Manager Labor
Relations/Personnel

I Agree:

J.S. Perry, General Chairman, BLE



INDIANA HARBOR BELT RAILROAD COMPANY

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

February 3, 1993

Side Letter #7

Mr. J.S. Perry
General Chairman, BLE
131 Surrey Drive
Bloomington, IL 60105

Dear Mr. Perry:

This refers to our discussions concerning Carrier's desire to implement the use of a timeslip that would reflect the time worked for both Engineers and members of the train crew.

It was agreed that the BLE would provide their input and participate in discussions concerning the development of such a document.

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

Sincerely,

J.K. BEATTY
Manager Labor
Relations/Personnel

I Agree:

J.S. Perry, General Chairman, BLE