

File: LA-3 BLE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
INDIANA HARBOR BELT RAILROAD COMPANY

MEMORANDUM OF AGREEMENT
CONCERNING HERDER SERVICE

dated
September 16, 1985

7-16-85 11:30
Harcourt International

labrefekamono.doc



MEMORANDUM

March 15, 1995

TO: C.H. Allen

FROM: R.A. Hobbs

SUBJECT: Herders

Attached please find the controlling Agreement regarding Herders. It is self-explanatory (note paragraph 4 below):

"4. Herder assignments may be scheduled as needed and will pick up or set out engines as may be required."

Further, please know that there is no distinction between yard and belt herders.

Please distribute at your discretion.

RAH/pp

Attachment

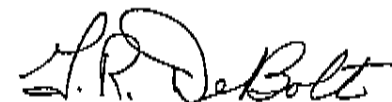
MEMORANDUM OF AGREEMENT BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN REGARD TO THE ASSIGNMENT OF ENGINEERS TO OPERATE LOCOMOTIVE ENGINES IN HERDER SERVICE (PURSUANT TO PARAGRAPH 5 OF THE JULY 24, 1984 LETTER OF UNDERSTANDING).

IT IS AGREED:

1. The Memorandum of Agreement of November 5, 1980, is hereby abrogated.
2. Engineers (enginemen qualified as engineers) will be assigned to operate locomotive engines in herder service.
3. In the event anyone other than an engineer (engineman qualified as engineer) operates an engine in herder service, the first out engineer on the extra engineers list at the terminal where the violation occurs and at the time it occurs will be allowed an eight (8) hour penalty claim payment.
4. Herder assignments may be scheduled as needed and will pick up or set out engines as may be required.
5. Engineers assigned to herder assignments will not be required to perform any hostling service inside roundhouse or ready track territory beyond making the initial spot at a point and on the track designated by the Roundhouse Foreman when bringing an engine(s) into such areas or the moving of an engine(s) from such areas in herder service.
6. Herder Engineers will be compensated at the applicable engineers rate of pay provided by the current agreement.
7. This agreement shall become effective September 16, 1985, and shall remain in effect until changed or abrogated under the provisions of the Railway Labor Act, as amended.

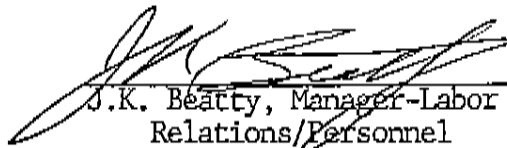
Signed at Gibson, Indiana, this 16th day of September, 1985.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS



G.R. DeBolt, General Chairman

INDIANA HARBOR BELT RAILROAD
COMPANY



J.K. Beatty, Manager-Labor
Relations/Personnel

INDIANA HARBOR BELT RAILROAD COMPANY
2721 - 161ST STREET, P.O. BOX 389, HAMMOND, INDIANA 46325

J.K. BEATTY
MANAGER OF LABOR RELATIONS AND PERSONNEL

H.C. GEORGE
ASSISTANT MANAGER OF LABOR RELATIONS AND PERSONNEL

October 4, 1985

File: BLE Agreement

Mr. G.E. Lane:

The attached Agreements signed at Gibson, Indiana, September 16, 1985, and ratified by the BLE, October 1, 1985, are now in effect. Please notify your subordinates accordingly.

If you have any questions pertaining to these agreements, please let me know.

J.K. BEATTY

JKB/mp

ccs: Messrs. A.B. Cravens
H.C. George
A.L. Weeks
T.J. Dowling
S.A. Papa

LA-3

BLE

11-05-80

Memorandum of Agreement

Re: Engineers will be used to
operate all engines moved in Belt
or Yard Herder Service.

Effective 11-18-80

11-05-80
Approved



General Committee of Adjustment Brotherhood of Locomotive Engineers

Indiana Harbor Belt

16651 88th Avenue, Orland Park, Illinois 60462

BOLT, Chairman
Tel: (312) 532-6626

Mr. J. K. Beatty
Dir. of Lab. Rel. & Per.
IHB Railroad
2721 161st Street
Hammond, In. 46325



October 3, 1985

Dear Sir:

This to notify you that the agreements signed September 16, 1985 subject to ratification by the membership present at the BLE October 1 meeting, were ratified in accordance to Section 44 (B) of the Brotherhood of Locomotive Engineers constitution and by-laws.

It is understood that the national rate will be reflected on the engineers pay beginning with the first half of October pay period.

It is further understood that all back pay due engineers will be paid on or before November 15, 1985.

Sincerely,

General Chairman

INDIANA HARBOR BELT RAILROAD COMPANY
2721 - 161ST STREET, P.O. BOX 389, HAMMOND, INDIANA 46325

J.K. BEATTY

MANAGER OF LABOR RELATIONS AND PERSONNEL

H.C. GEORGE

ASSISTANT MANAGER OF LABOR RELATIONS AND PERSONNEL

September 16, 1985

File: LA-3 Negotiations

Mr. J.P. Carberry, Vice President
Brotherhood of Locomotive Engineers
455 Empire Blvd.
Rochester, NY 14609

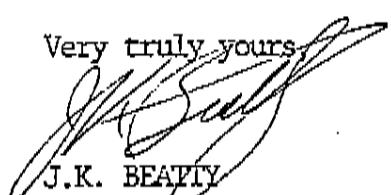
Mr. G.R. DeBolt, General Chairman
Brotherhood of Locomotive Engineers
16651 - 88th Avenue
Orland Park, Illinois 60462

Gentlemen:

It is understood that the agreements signed September 16, 1985, are subject to ratification per Section 44(b) of the Brotherhood of Locomotive Engineers Constitution and By-laws.

It is further understood that you will notify us of the results of the ratification by October 5, 1985.

Very truly yours,


J.K. BEATTY

JKB/rm

INDIANA HARBOR BELT RAILROAD COMPANY
2721 - 161ST STREET, P.O. BOX 389, HAMMOND, INDIANA 46325

J.K. BEATTY
MANAGER OF LABOR RELATIONS AND PERSONNEL

H.C. GEORGE
ASSISTANT MANAGER OF LABOR RELATIONS AND PERSONNEL

September 16, 1985

File: LA-3 Negotiations

Mr. G.R. DeBolt, General Chairman
Brotherhood of Locomotive Engineers
16651 - 88th Avenue
Orland Park, Illinois 60462

Dear Mr. DeBolt:

In full and final settlement of the IHB Wage Modification Agreement dated March 3, 1983, and subsequently executed by the BLE on April 14, 1983,

IT IS AGREED:

1. Effective on July 1, 1984, the basic daily rate of pay, in effect on June 30, 1984 shall be increased by four (4) percent.
2. Effective on July 1, 1985, the remaining wage and cost-of-living increases under the BLE-NRLC National Agreement dated September 28, 1982 shall be applied.

Note: The wage and cost-of-living increases provided for under Item (2) above, shall reflect the National standard daily basic rate applicable to all employees represented by BLE.

3. The retroactive payments due under Items (1) and (2) hereof shall be paid within sixty (60) days from the effective date of this agreement by special paycheck.
4. The wage and cost-of-living increases due under Items (1) and (2) hereof shall be computed so as to ensure proper payment. The General Chairman shall be furnished with a copy of a computerized statement reflecting the method of payment to each employee.

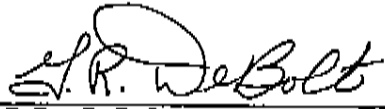
-2-

5. In the event the IHB and another labor organization signatory to the IHB Wage Modification Agreement dated March 3, 1983, agrees to a greater percentage of retroactive payment, such percentage shall apply and become applicable to employees represented by BLE.

This agreement becomes effective on September 16, 1985, and shall remain in effect until and unless changed under the provisions of the Railway Labor Act, as amended.

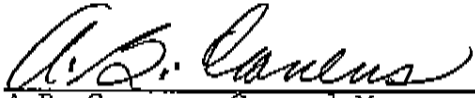
Signed at Hammond, Indiana, this 16th day of September, 1985.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

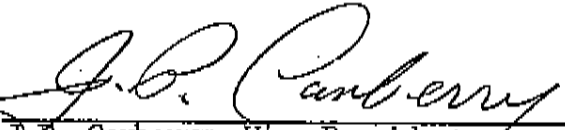

G.R. DeBolt, General Chairman

INDIANA HARBOR BELT RAILROAD
COMPANY


J.K. Beatty, Manager - Labor
Relations & Personnel


A.B. Cravens, General Manager

APPROVED:


J.P. Carberry, Vice President
Brotherhood of Locomotive Engineers

INDIANA HARBOR BELT RAILROAD COMPANY

2721 - 161ST STREET P.O. BOX 389 HAMMOND, INDIANA 46325

A. B. CRAVENS
GENERAL MANAGERHAMMOND (219) 922-4703
CHICAGO (312) 768-9170

July 24, 1984

File: 310.3

Gentlemen:

Article 1 (b) of the Memorandum of Understanding covering Wage Modifications between Indiana Harbor Belt Railroad and your respective crafts signed in the year 1983, provided for the determination of the financial ability of the Indiana Harbor Belt Railroad to increase rates of pay effective July 1, 1984.

On June 7, 1984, during conference, a presentation covering the corporate financial statements was made to you and copies of the presentation were made available to you. While there was a small net income for the period covered, the amount left the corporation in a fragile financial condition when related to the capital improvements that should be made, given the accumulated deferred maintenance since 1981, and the uncertainty of future business forecasts. At that presentation, no wage increase could be foreseen.

Since June 7, analysis of the situation has continued in an effort to find a way to improve the wage situation.

At this point, the Corporation is agreeable to offering each craft a wage increase of four percent (.04%), effective July 1, 1984, applicable on wage rates received as of June 30, 1984.

In return the Corporation expects a cooperative effort from all crafts to establish new work rules that will enable the Corporation to become more productive and competitive. When this is accomplished, further restoration of wages to national agreement level will be made.

If you are agreeable with this understanding, please indicate your concurrence in the space provided below.

Very truly yours,



I concur:


General ChairmanBrotherhood of Locomotive Engineers
OrganizationSept 16, 1985
Date

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INDIANA HARBOR BELT RAILROAD
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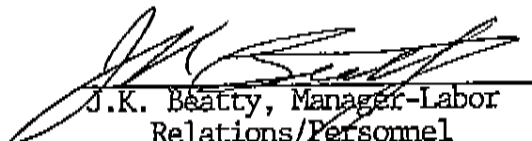
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