



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



November 30th, 2001

Mr. Gary F. Babiarz
General Chairman, UTU(y)
P.O. Box 820
Matteson, IL 60443

Dear Mr. Babiarz,

This shall confirm our understanding reached during our conference held in Hammond Indiana, on November 30, 2001, that in the event a regularly assigned yardman/yardmen is cancelled on his/her regular assignment the day proceeding the holiday, the day of the holiday and /or the day following the holiday, such yardman/yardmen may remain on that assignment as cancelled and shall be qualified for the purpose of receiving holiday pay.

Additionally, in the event a regularly assigned yardman/yardmen is bumped from his/her regular assignment the day proceeding the holiday, the day of the holiday and/or the day following the holiday, such yardman/yardmen shall not be required to exercise his/her seniority on that day and shall be qualified for the purpose of receiving holiday pay, however, such yardman/yardmen shall be required to be available to perform service on that day for the Carrier, if called upon, in order to meet the requirements of the service. In the event such yardman/yardmen is required to perform service on the day proceeding the holiday, the day of the holiday and/or the day following the holiday, such yardman/yardmen, who elected to utilized this Agreement, shall be called in reverse seniority order to perform service on that day for the Carrier. In the event such yardman/yardmen, who elected to utilized this Agreement are not available, if called upon, to perform service for the Carrier on that day, such yardman/yardmen shall not qualify for the purpose of receiving holiday pay.

Furthermore, a regularly assigned yardman/yardmen may request to lay off on his/her regular assignment on the actual day of the holiday and shall qualify for the purpose of receiving holiday pay, however, this layoff request/permission shall be granted at the sole discretion of the Carrier.

Note 1: A holiday, as referred to herein, is made in reference to paid holidays as provided for in the National Holiday Agreement, as amended.

Note 2: Except as provided for herein, all of the terms and conditions as contained in the National Holiday Agreement, as amended, shall remain in full force and effect.

This Letter of Understanding and the provisions contained herein shall become effective on December 1st, 2001, and thereafter, however either party may cancel this Letter of Understanding upon ten (10) days written notice one party to the other.

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

Sincerely,

Joseph A. Markase
Manager of Labor Relations & Personnel -
Contract Administration

I agree:

Gary F. Babiarz, General Chairman, UTU(y)