

04-06-88	Mediation Agreement, Case A-11718 dated 4-06-88, between the IHB and BLE, effective 5-01-88 covering wages, lump sum payments, pay rules, incidental work, locomotive standards, termination of seniority, vacation, health & welfare, etc.
Article I	- General Wage Increases
Article II	- Lump Sum Payment
Article III	- Pay Rules
Article IV	- Incidental Work
Article V	- Locomotive Standards
Article VI	- Termination of Seniority
Article VII	- Vacation. Engineers shall be permitted to take one (1) week of their vacation entitlement in one (1) day increments, provided that a 48 hour written request is made to the Road Foreman Engines or other designated officer for each day of vacation so taken and permission is received.
Article VIII	- Benefits provided under the Railroad Employees' National Health and Welfare Plan
Article IX	- Effect of this Agreement
Side Letter #1	Pay differential for an Engineer working without a Fireman and with a reduced train crew.
Side Letter #2	Absence of a cost-of-living Article in the Agreement.
Side Letter #3	Retroactive payments that are due employees under the terms of Article I and II of this Agreement, payments by separate check no later than sixty (60) days subsequent to the signing of this Agreement.
Side Letter #4	Application of Article III, Section 8(b) that when an Outer Belt Transfer Engincer is not afforded a lunch period that commences between 3 ½ and 8 hours after going on duty, he will be paid thirty (30) minutes at the applicable overtime rate of pay and any right to a lunch period during his tour of duty will be waived.

File IA-3 BLE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

INDIANA HARBOR BELT RAILROAD COMPANY

MEDIATION AGREEMENT

Case A-11718

dated

April 6, 1988

Effective

May 1, 1988

Wages, Lump Sum Payment,
Pay Rules, Incidental Work,
Locomotive Standards,
Termination of Seniority,
Vacation, Health & Welfare

(Side Letters #1 thru #4)

(See NRIC/BLE
National Agreement
dated 5/19/86)

labrehartiv (8-01-94)
Article IV - Incidental Work (BLE)

MEMORANDUM



To: Mike Hilleary
From: Rich Hobbs
RE: Supplying Ice and Drinking Water on Locomotives by Engineers
Date: August 1, 1994

Pursuant to your question today regarding whether or not engineers may be required to supply their units with ice and drinking water; the short answer is yes.

The salient language is found in the Agreement dated APRIL 6, 1988, which is found below:

ARTICLE IV - INCIDENTAL WORK

Locomotive Engineers may perform the following items of work in connection with their own assignments without additional compensation:

- (a) Handle switches.
- (b) Move, turn and spot locomotives.
- (c) Supply locomotives except for heavy equipment, sand and fuel and supplies generally placed on locomotives by employees of other crafts.
- (d) Inspect locomotives.
- (e) Start or shutdown locomotives.
- (f) Make head-end air tests.
- (g) Prepare reports while under pay.
- (h) Use communication devices; copy and handle train orders, clearances and/or other messages.

labrelativ (8-01-94)
Article IV - Incidental Work (BLE)

-2-

- (i) When necessary, set engines for tow and transfer telemetry devices between locomotives at points other than roundhouse territory.
- (j) Any duties formerly performed by firemen.

In the application of this Article, it is understood that the provisions of this Article are intended to remove any existing restrictions upon the use of employees represented by the BLE to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe upon the work rights of another craft as established on the IHB Railroad.

It is further understood that paragraphs (a) and (c) of this Article do not contemplate that the Engineer will perform such incidental work when other members of the crew are present and available. (Emphasis Added).

Therefore, please be advised that engineers may be required to supply their units with ice and drinking water.

RAH/pp

ENGINEER RATE JANUARY 1, 1988

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George DeBolt

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NATIONAL MEDIATION BOARD
WASHINGTON, D.C. 20572

April 11, 1988
Case No. A-11718

Mr. J. K. Beatty
Manager of Labor Relations and Personnel
Indiana Harbor Belt Railroad Co.
2721 161st Street
P. O. Box 389
Hammond, IN 46325

Mr. Larry D. McFather, President
Brotherhood of Locomotive Engineers
1118 BLE Building
Cleveland, OH 44107

Gentlemen:

Reference is made to the dispute between your respective carrier and organization in which the mediation services of the board were invoked by the Brotherhood of Locomotive Engineers and described as follows:

"Organization's Section 6 Notice of January 3,
1984 - Wages & Rules
Organization's Section 6 Notice of January 25,
1984 - Health & Welfare
Carrier's counterproposal dated June 15, 1984"

This dispute has been settled by an agreement reached through mediation. Therefore, the Board has closed its file in Case No. A-11718.

Sincerely,

Charles R. Barnes
Executive Director

CRB/caw



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

April 8, 1988

File: LA-3 BLE
NMB Case A-11718

Mr. C.R. Barnes
Executive Director
National Mediation Board
1425 K Street, NW
Washington, DC 20572

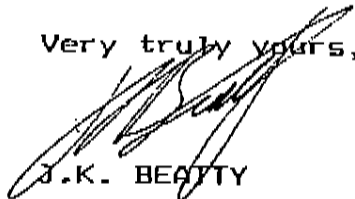
Dear Mr. Barnes:

Please refer to your File A-11718, IHB/BLE.

The Carrier and the BLE have now reached agreement over the issues involved in this dispute. A copy of the Agreement, which is effective May 1, 1988, is attached for your files.

Thanks for the help.

Very truly yours,



J.K. BEATTY

JKB/nm

Attachment

cc: J.S. Perry
G.R. DeBolt

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

April 8, 1988

File: LA-3 BLE

Mr. R.T. Kelly
Director of Labor Relations
National Railway Labor Conference
1901 L Street, N.W.
Washington, D.C. 20036

Dear Bob:

The Indiana Harbor Belt has now reached agreement with its employees represented by the Brotherhood of Locomotive Engineers. This Agreement contains an article that adopts the National Health and Welfare provisions of Article XV of the May 19, 1986 Award of Arbitration Board 458 (National Mediation Board Case A-10712 and A-11472) NRLC/BLE.

I have attached a copy of the IHB/BLE Agreement, which will become effective May 1, 1988, and request that you notify the insurers that IHB employees represented by the BLE will continue to be covered by the Railway Employees' National Health and Welfare Plan.

Very truly yours,


J.K. BEATTY

JKB/nm

Attachment

cc: C.H. Allen
J.E. DeWitt
G.R. DeBolt
J.S. Perry



INDIANA HARBOR BELT RAILROAD COMPANY

April 8, 1988

File: LA-3 BLE

Messrs: J.E. DeWitt
K.J. Tomasevich
G.E. Lane
M.J. Hilleary
L.A. Cundary
Ms: R.J. Panszczyk

For your information, I have attached copies of the fully executed Agreement with the Brotherhood of Locomotive Engineers, which reflects the final disposition of Section 6 notices served by BLE and IHB during 1984 and 1985. You will note that this Agreement does not go into effect until May 1, 1988.

This Agreement modifies previous agreements with the Enginemen by:

1. Increasing the rate differential for Engineers working without a Fireman from \$4.00 to \$6.00.
2. Providing that when an Engineer, working without Fireman, works with a reduced Train crew he will receive a differential that amounts to the difference between the \$6.00 mentioned in paragraph (1) and the Special Allowance paid to the Conductor of that assignment for working on a reduced Train crew.
3. Eliminating all arbitrary payments and special allowances paid to Engineers for:
 - a. Exchanging Engines (including adding and subtracting units), setting units for tow, and MU'ing locomotives.
 - b. Making Engine Inspections, work reports and checking Bulletin Boards.
 - c. Walking Time.
 - d. Performing Wrecking or Work Train service on yard switching assignments.
 - e. Deadheading Argo to Norpaul, or Norpaul to Argo.

4. Amending the Lunch Period Agreement by expanding the time period for going to lunch, eliminating the second lunch and providing a thirty (30) minute overtime penalty to Belt Transfer crews, who are not put into lunch during the period specified.
5. Providing that Engineers may take one (1) week of their vacation entitlement in one (1) day increments.

If you have any questions regarding this agreement, please let me know.



J.K. BEATTY

JKB/nm

cc: H.C. George
D.B. Cooke
C.H. Allen

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

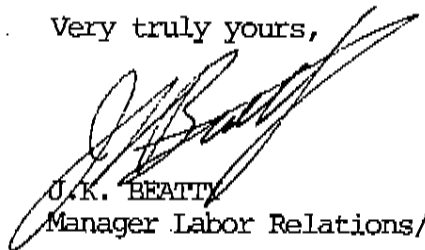
April 6, 1988

Mr. J.S. Perry
General Chairman, B.L.E.
131 Surrey Drive
Bloomington, IL 60108

Dear Mr. Perry:

As agreed in our meeting of April 6th, 1988, the Mediation Agreement, Case A 11718, signed by the Brotherhood of Locomotive Engineers of the Indiana Harbor Belt Railroad on April 6, 1988, will not be placed into effect until May 1, 1988.

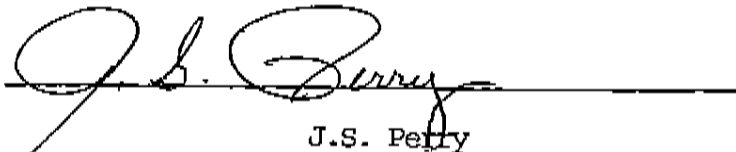
Very truly yours,



J.K. BEATTY
Manager Labor Relations/Personnel

JKB/pp

I Agree



J.S. Perry

MEDIATION AGREEMENT, CASE A-11718

Between the

INDIANA HARBOR BELT RAILROAD COMPANY

and its Employees

Represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1 - First General Wage Increase

(a) Effective November 1, 1985, all standard basic daily rates of pay of employees represented by the Brotherhood of Locomotive Engineers in effect on October 31, 1985, shall be increased by one (1) percent.

(b) In computing the increase under paragraph (a) above, one (1) percent shall be applied to the standard basic daily rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily rate of pay:

- Passenger - 600,000 and less than 650,000 pounds
- Freight - 950,000 and less than 1,000,000 pounds
(through freight rates)
- Yard Engineers - Less than 500,000 pounds
- Yard Firemen - Less than 500,000 pounds
(separate computation covering
five-day rates and other than
five-day rates)

Section 2 - Second General Wage Increase

Effective January 1, 1986, all standard basic daily rates of pay in effect on December 31, 1985 for employees represented by the Brotherhood of Locomotive Engineers shall be increased by two (2) percent, computed and applied in the manner prescribed in Section 1 above.

Section 3 - Third General Wage Increase

Effective July 1, 1986, all standard basic daily rates of pay of employees represented by the Brotherhood of Locomotive Engineers in effect on June 30, 1986, shall be increased by one and one-half (1.5) percent, computed and applied in the manner prescribed in Section 1 above.

Section 4 - Fourth General Wage Increase

Effective January 1, 1987, all standard basic daily rates of pay of employees represented by the Brotherhood of Locomotive Engineers in effect on December 31, 1986, shall be increased by two and one-quarter (2.25) percent, computed and applied in the manner prescribed in Section 1 above.

Section 5 - Fifth General Wage Increase

Effective July 1, 1987, all standard basic daily rates of pay of employees represented by the Brotherhood of Locomotive Engineers in effect on June 30, 1987, shall be increased by one and one-half (1.5) percent, computed and applied in the manner prescribed in Section 1 above.

Section 6 - Sixth General Wage Increase

Effective January 1, 1988, all standard basic daily rates of pay of employees represented by the Brotherhood of Locomotive Engineers in effect on December 31, 1987, shall be increased by two and one-quarter (2.25) percent, computed and applied in the manner prescribed in Section 1 above.

Section 7 - In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

ARTICLE II - LUMP SUM PAYMENT

A lump sum payment, calculated as described below, will be paid to each employee subject to this Agreement who established an employment relationship prior to the date of this Agreement and has retained that relationship or has retired or died.

Employees with 2,150 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations and holidays) during the period July 1, 1984 through July 31, 1985 will be paid \$565.00. Those employees with fewer straight time hours paid for will be paid an amount derived by multiplying \$565.00

by the number of straight time hours (including vacations and holidays, as described above) paid for during that period divided by 2,150.

There shall be no duplication of lump-sum payments by virtue of employment under an agreement with another organization.

ARTICLE III - PAY RULES

Section 1 - Duplicate Time Payments

Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this Agreement shall not be subject to general, cost-of-living or other forms of wage increases.

Section 2 - Differential for Working Without Fireman

Effective with the signing of this Agreement, the rate differential for Locomotive Engineers, represented by the Brotherhood of Locomotive Engineers, performing service without a Fireman is increased by two (\$2.00) dollars (\$4.00 to \$6.00).

Section 3 - Engine Exchange (Including Adding and Subtracting of Units) and Other Related Arbitraries

Effective with the signing of this Agreement, all arbitrary and special allowances provided to Locomotive Engineers for exchanging engines, including adding and subtracting units, preparing one or more units for tow, handling locomotive units not connected in multiple, and coupling and/or uncoupling appurtenances such as signal hose and control cables and hoses used in the multiple unit control of locomotives are eliminated.

Section 4 - Engine Inspections

Effective with the signing of this Agreement, all arbitrary and special allowances provided to Locomotive Engineers for the inspection of engines, making of work reports and checking Bulletin Boards are eliminated.

Section 5 - Walking Time

Effective with the signing of this Agreement, all arbitrary and special allowances provided to Locomotive Engineers for time spent in returning to the designated point for going off duty (Walking Time) are eliminated.

Section 6 - Work and Wrecking Train Service

Effective with the signing of this Agreement, all arbitrar-
ies, special allowances, and extra payments provided Locomotive
Engineers who are called for yard switching service and who are
diverted and used to perform wrecking service or work train
service are eliminated.

Section 7 - Payment For Deadheading

Effective with the signing of this Agreement, all allowances
paid to Locomotive Engineers for deadheading from Norpaul to Argo,
or Argo to Norpaul, are eliminated.

Section 8 - Lunch Period

Effective with the signing of this Agreement, Article 18
(Lunch Period) of the schedule Agreement is amended as follows:

- (a) Engineers in yard service will be allowed twenty (20)
minutes for lunch without deduction in pay. Lunch
period to commence between 3 1/2 and 6 1/2 hours after
going on duty.
- (b) Engineers in outer belt transfer service will be allowed
twenty (20) minutes for lunch without deduction in pay.
Lunch period to commence between 3 1/2 and 8 hours after
going on duty. If due to the peculiarities of the
service, an outer belt transfer engineer is not allowed
the twenty (20) minute lunch period specified in this
paragraph, he will be paid thirty (30) minutes at the
applicable overtime rate of pay.
- (c) It must be arranged that all members of a crew on a
train will eat at the same point and at the same time.
- (d) Second lunch periods and arbitrary allowances in lieu
of such second lunch periods are eliminated.

ARTICLE IV - INCIDENTAL WORK

Locomotive Engineers may perform the following items of work
in connection with their own assignments without additional
compensation:

- (a) Handle switches.
- (b) Move, turn and spot locomotives.

- (c) Supply locomotives except for heavy equipment, sand and fuel and supplies generally placed on locomotives by employees of other crafts.
- (d) Inspect locomotives.
- (e) Start or shutdown locomotives.
- (f) Make head-end air tests.
- (g) Prepare reports while under pay.
- (h) Use communication devices; copy and handle train orders, clearances and/or other messages.
- (i) When necessary, set engines for tow and transfer telemetry devices between locomotives at points other than roundhouse territory.
- (j) Any duties formerly performed by firemen.

In the application of this Article, it is understood that the provisions of this Article are intended to remove any existing restrictions upon the use of employees represented by the BLE to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe upon the work rights of another craft as established on the IHB Railroad.

It is further understood that paragraphs (a) and (c) of this Article do not contemplate that the Engineer will perform such incidental work when other members of the crew are present and available.

ARTICLE V - LOCOMOTIVE STANDARDS

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system.

ARTICLE VI - TERMINATION OF SENIORITY

The seniority of any employee whose seniority in engine or train service is established on or after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

ARTICLE VII - VACATION

Consistent with the requirements of the service Locomotive Engineers represented by the Brotherhood of Locomotive Engineers, shall be permitted to take one (1) week of their vacation entitlement in one (1) day increments, provided that a 48 hour written request is made to the Road Foreman Engines or other designated officer for each day of vacation so taken and permission is received.

In the application of this Article it is understood that when an Engineer elects to take one (1) week of his vacation in days, he will receive vacation pay for only 5 of the 7 days so taken.

ARTICLE VIII - BENEFITS PROVIDED UNDER THE RAILROAD EMPLOYEES' NATIONAL HEALTH AND WELFARE PLAN

The provisions of Article XV entitled Benefits Provided under the Railroad Employees' National Health and Welfare Plan by the May 19, 1986 Award of Arbitration Board 458 (National Mediation Case A-10712 and A-11472), NRLC/BLE, is incorporated into and made a part of this Agreement.

ARTICLE IX - EFFECT OF THIS AGREEMENT

Section 1 - The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement and is in settlement of the dispute growing out of notices served upon the Indiana Harbor Belt Railroad by the Organization signatory hereto dated on or about January 3, 1984, January 25, 1984, February 20, 1985 and September 25, 1985, and the notices served on or about June 15, 1984 by the Indiana Harbor Belt Railroad for concurrent handling pursuant to the provisions of the Railway Labor Act.

Section 2 - Neither party to this Agreement shall serve prior to April 1, 1988 (not to become effective before July 1, 1988) any notice or proposal for the purpose of changing the provisions of

this Agreement, or which proposes matters covered by the Organization's proposals referred to in Section 1 of this Article, and any proposals in pending notices on such subject matters are hereby withdrawn.

Section 3 - This Agreement shall become effective on the date of its signing and shall remain in effect through June 30, 1988, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

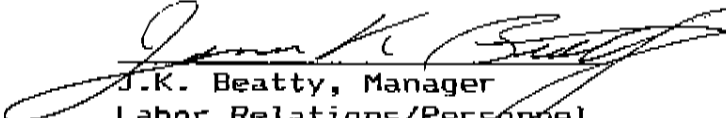
Signed at Hammond, Indiana, this 6th day of April, 1988.

For the Brotherhood of
Locomotive Engineers:

For the Indiana Harbor
Belt Railroad Company:




J.S. Perry
General Chairman



J.K. Beatty, Manager
Labor Relations/Personnel

APPROVED:

APPROVED:



G.R. DeBolt
International Vice President



C.H. Allen
General Manager

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

April 6, 1988

Side Letter #1

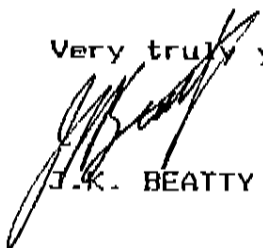
Mr. J.S. Perry
General Chairman
Brotherhood of Locomotive Engineers
131 Surrey Drive
Bloomington, Illinois 60108

Dear Mr. Perry:

This will confirm our understanding with respect to the pay differential for an Engineer working without a Fireman and with a reduced train crew.

- (a) An Engineer working with a reduced train crew and without a Fireman will receive an additional allowance that equates with the standard reduced crew allowance for that trip. The term "standard reduced crew allowance" referred to herein, is the \$4.00 originally paid to the members of reduced train crews as that amount has been modified by subsequent general and cost-of-living wage increases. This additional allowance shall be limited in amount so that when combined with the differential payable to the Engineer for working without a Fireman, the total amount for that trip or tour of duty shall be no greater than the reduced crew allowance paid to the Conductor of that crew.

Very truly yours,


J.K. BEATTY

I AGREE:


J.S. Perry

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

April 6, 1988

Side Letter #2

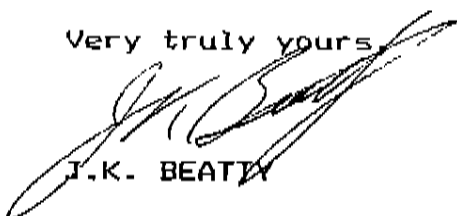
Mr. J.S. Perry
General Chairman
Brotherhood of Locomotive Engineers
131 Surrey Drive
Bloomington, Illinois 60108

Dear Mr. Perry:

This will confirm our understanding with respect to the absence of a cost-of-living Article in the Agreement of April 6, 1988.

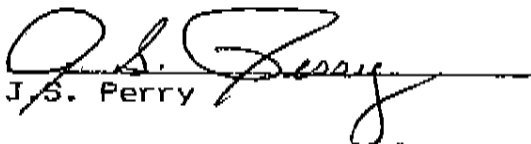
The Company understands that the employees' acceptance of the Agreement is without prejudice to their rights to include a cost-of-living allowance provision in any future Section 6 notices that may be served on the Indiana Harbor Belt Railroad, and agrees not to use the employees' acceptance of the agreement as a basis of support to resist a request for a cost-of-living allowance in the future.

Very truly yours



J.K. BEATTY

I AGREE:



J.S. Perry

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

April 6, 1988

Side Letter #3

Mr. J.S. Perry
General Chairman
Brotherhood of Locomotive Engineers
131 Surrey Drive
Bloomington, Illinois 60108

Dear Mr. Perry:

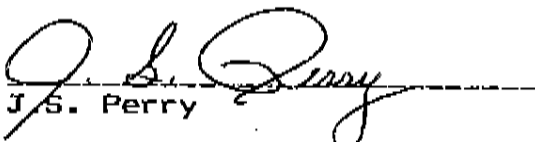
This confirms our understanding relative to retroactive payments that are due employees under the terms of Article I and II of the April 6, 1988 Agreement.

The Carrier will make such payments by separate check no later than sixty (60) days subsequent to the signing of this Agreement.

Very truly yours,


J.K. BEATTY

I AGREE:


J.S. Perry

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

April 6, 1988

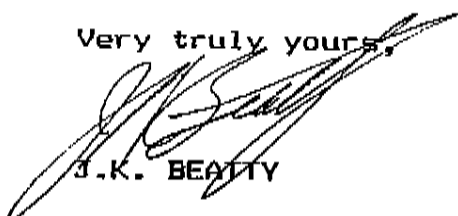
Side Letter #4

Mr. J.S. Perry
General Chairman
Brotherhood of Locomotive Engineers
131 Surrey Drive
Bloomington, Illinois 60108

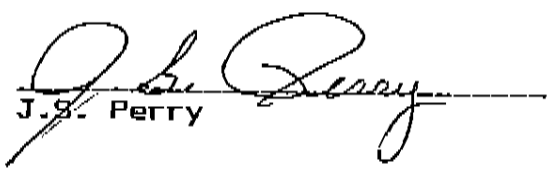
Dear Mr. Perry:

This confirms our understanding that in the application of Article III, Section 8 (b), that when an Outer Belt Transfer Engineer is not afforded a lunch period that commences between 3 1/2 and 8 hours after going on duty, he will be paid thirty (30) minutes at the applicable overtime rate of pay and any right to a lunch period during his tour of duty will be waived.

Very truly yours,


J.K. BEATTY

I AGREE:


J.S. Perry