

united transportation union

November 3, 2007

TO ALL ACTIVE IHB YARDMEN - UTU(y) MEMBERS

Dear Brothers and Sisters:

Enclosed herewith is a fully executed copy of the **December 1, 2007 Agreement** for your perusal.

Attached hereto is a ballot to be utilized for the purpose of voting on the December 1, 2007 Agreement. **You must use the enclosed ballot for the purpose of voting on the December 1, 2007 Agreement.**

Also attached hereto is a postage paid envelope, which is addressed to Post Office Box 1118 Oak Forest, IL. 60452. **You must utilize the postage paid envelope enclosed for the purpose of voting on the December 1, 2007 Agreement.**

Your ballot must be received at our Post Office Box on or prior November 26, 2007 by 1:00 PM in order to be counted.

Four (4) UTU Members in good standing along with myself will pick up the ballots at 1:00 PM on November 26, 2007, tabulate the votes and certify the results in connection with Membership Ratification. The Members of UTU(y) will be informed of the outcome of Membership Ratification immediately thereafter by bulletins posted at Norpaul, Argo, Blue Island, and Gibson.

Thanking you in advance for your consideration regarding this extremely important matter, I remain

Fraternally Yours,

L. E. Minas
General Chairman, UTU(y)

VOTING INSTRUCTIONS

1. Place an "X" in one of two boxes on the ballot that accurately reflects your vote on the December 1, 2007 Agreement.
2. You must print your name and you must sign your name on the ballot in order for it to be counted. Please include your Local Number.
3. Place the ballot in the postage paid envelope addressed to Post Office Box 1118 Oak Forest, IL. 60452.
4. Mail this ballot utilizing US Mail so that it is received on or prior to November 26, 2007 at 1:00 PM.

December 1, 2007

Agreement between the

Indiana Harbor Belt Railroad Company

And its Employees

Represented by the

United Transportation Union (y)
(Yardmen)

It is hereby agreed:

Article 1- Yardman Availability (Addendum)

Effective December 1, 2007 the following sections shall become addendums to ARTICLE VII- Yardman Availability as contained in the August 1, 2005 agreement between the Indiana Harbor Belt Railroad Company and its employees represented the United Transportation Union (y).

Section 1

Yardman/Yardmen on a guaranteed extra board who is/are available on the guaranteed extra board from midnight to midnight on any calendar day shall have such day(s) count as a start(s) in connection with Yardman availability.

Section 2

Yardman/Yardmen who is/are on the Holiday Available Board by virtue of the Agreement dated November 30, 2001 by and between IHB and UTU (y) shall be credited with one start for each holiday listed below, if applicable, in connection with Yardman availability:

New Year's Day – President's Day – Good Friday – Memorial Day – Independence Day – Labor Day – Thanksgiving – Friday after Thanksgiving – Christmas Eve – Christmas Day – New Year's Eve.

Section 3

Yardman/Yardmen who is/are cancelled on an assignment on the day of a Holiday may remain on such cancelled assignment and shall be credited with one (1) start in connection with Yardman Availability.

Section 4

Yardman/Yardmen who is/are cancelled on a yard assignment that work within a regularly scheduled starting bracket i.e., (630a-800a, 230p-400p, 1030p-1200 midnight) and cannot hold any other assignment during the aforementioned starting time bracket(s) for any reason, may remain on the cancelled yard assignment and such yardman/yardmen shall be credited with one start per cancelled yard assignment in connection with Yardman availability.

Section 5

Yardman/Yardmen who is/are cancelled on an outer belt assignment or an out-of-bracket yard assignment and cannot hold any other assignment for any reason, within 60 minutes prior to or subsequent to the starting time of the cancelled assignment may remain on the cancelled assignment and such yardman/yardmen shall be credited with one start per cancelled assignment in connection with Yardman availability.

Section 6

Yardman/Yardmen who is/are working under the five day work week agreement at the Gibson Terminal who works his/her(s) rest day(s) shall have such rest day(s) count as start(s) in connection with Yardmen availability.

Article 2 - Personal Notification

Effective December 1, 2007 the following sections shall become addendums to ARTICLE X – Bump Board Agreement as contained in the August 1, 2005 agreement between the Indiana Harbor Belt Railroad Company and its employees represented the United Transportation Union (y).

Section 1

In the event the Carrier requires a yardman to tie-up utilizing the Carrier's on property computer system, and such yardman is notified that he/she is bumped (displaced) by virtue of the computer system, that method of notification shall serve as personal notification.

Note: A Yardman's stay on the bump board shall commence no earlier than his/her tie-up time of such assignment.

Section 2

In the event that a yardman logs onto the Carrier's computer system using an off-property computer and such Yardman receives notification that he/she is bumped(displaced), that method of notification shall serve as personal notification.

Note 1: A Yardman's stay on the bump board shall commence at the time such Yardman is notified of his/her bump utilizing an off property computer.

Note 2: A Yardman shall not be required to use any off property computer(s).

Note 3: A Yardman shall not be required to own a personal computer.

Article 3 – Yardman Guaranteed Extra Board Starts

In that the Carrier (IHB) and the Organization (UTU) have mutually agreed to what is known as the “14 day pay period” it is hereby mutually agreed that effective November 28, 2007 the following shall apply.

Section 1

Non-Protected Yardmen shall be entitled to and guaranteed a minimum of eleven (11) tours of duty (starts) per pay period. “i.e. eleven (11) tours of duty (starts) per fourteen (14) day pay period” subject to the provisions of Article VIII as contained in the August 1, 2005 Agreement between the INDIANA HARBOR BELT RAILROAD COMPANY and its Employees Represented by the UNITED TRANSPORTATION UNION (y) (Yardmen).

Note 1: Non-Protected Yardmen may be called off the guaranteed extra board in order to engage in Yard Helper Training, Yard Foreman Training, and Foreman Training; whichever is applicable in order to fulfill the terms and conditions as set forth in APPENDIX III, ARTICLE XI_YARDMAN TRAINING PROGRAM as contained in PART ONE of the May 1, 1997 Agreement between the INDIANA HARBOR BELT RAILROAD COMPANY and its Employees Represented by the UNITED TRANSPORTATION UNION (y) (Yardmen).

Note 2: Non-Protected Yardmen may be called off the guaranteed extra board in order to engage in Safety Training; however such Safety Training shall not occur more than three (3) times in one calendar year unless further training is mandated by Federal Law.

Note 3: Non-Protected Yardmen may be called off the Guaranteed Extra Board in order to engage in Familiarization Training; however such Familiarization Training shall only be utilized on Outer-Belt Transfer Assignments. The terms and conditions as set forth in Article XI Section 4, Note 1 as contained in the May 1, 1997 Agreement, Appendix III, shall apply.

Note 4: Book-of-Rules classes shall not be considered as training in the application of this agreement.

Section 2

Protected/Limited Rights Protected Yardmen shall be entitled to and guaranteed a minimum of eleven (11) tours of duty (starts) per pay period. “i.e. eleven (11) tours of duty (starts) per fourteen (14) day pay period” subject to the provisions of Article VII as contained in the May 1, 1997 Agreement, CREW CONSIST AGREEMENT, PART TWO between the INDIANA HARBOR BELT RAILROAD COMPANY and its Employees Represented by the UNITED TRANSPORTATION UNION (y) (Yardmen).

Note 1: Protected / Limited Rights Protected Yardmen may be called off the guaranteed extra board in order to engage in Safety Training; however such Safety Training shall not occur more than three(3) times in one calendar year unless further training is mandated by Federal Law.

Note 2: Protected / Limited Rights Protected Yardmen may be called off the Guaranteed Extra Board in order to engage in Familiarization Training; however such Familiarization Training shall only be utilized on Outer-Belt Transfer Assignments. The terms and conditions as set forth in Article XI Section 4, Note 1 as contained in the May 1, 1997 Agreement, Appendix III, shall apply.

Note 3: Book-of-Rules classes shall not be considered as training in the application of this agreement.


Note 4: This Section shall not be construed and/or interpreted as changing any of the specific provisions as contained in Part TWO Crew Consist, as contained in the May 1, 1997 Agreement.

Article 4 - Effect of This Agreement

Except as provided for in Article 3, this Agreement shall become effective December 1, 2007 and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

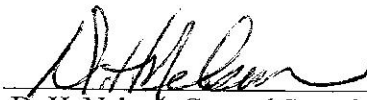
SIGNED AT HAMMOND, INDIANA, THIS 29th DAY OF OCTOBER, 2007

FOR THE UNITED TRANSPORTATION UNION:

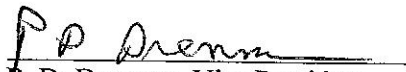

L. E. Minas, General Chairman

FOR THE INDIANA HARBOR BELT RAILROAD COMPANY:



M. K. Conley, Director Labor Relations


D. H. Nelson, General Superintendent

I Approve:


P. D. Drennan, Vice President

I Approve:


J. E. Roots, General Manager