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MEMORANDUM

June 11, 1998

TO: C.H. Allen
D.H. Nelson
M.J. Hilleary
J.E. DeWitt

FROM: J.A. Markase *[Signature]*

SUBJECT: Letter of Agreements with the UTU(y) and BLE signed 6-10-98 concerning:
1. Rate progression for Yardmen selected for engine service
2. Pay rate to a Yardman that is deadheading from a regularly assigned on/off duty point to perform Flagman service.

Enclosed please find a copy of the above mentioned Agreements signed June 10, 1998. If you have any questions, please call me at 219/989-4711.

Enclosures

cc: G.N. Hall
D.L. Packard
W. Lemp
P. Rietman



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



June 10, 1998

Mr. R.R. Pasquarella
General Chairman, BLE
1152 North Cedar
New Lenox, Illinois 60451

Mr. P.D. Drennan
General Chairman, UTU(y)
P.O. Box 180
Elmhurst, IL 60126

Dear Sirs:

This will confirm our understanding reached during our conference of June 10, 1998 at Hammond, Indiana, whereby it is mutually agreed upon that when an IHB Yardman is selected for engine service and then subsequently performs service as an IHB Engineer, such employee, if employed by the Carrier as an IHB Yardman prior to June 1, 1993, shall be entitled to and receive one hundred percent (100%) of the applicable IHB Engineer's rate of pay and additionally, shall be entitled to and receive the Special Pay Differential as provided for in Article IV - Special Pay Differential as contained in the May 1, 1997 Agreement between the IHB and the BLE.

In the event an IHB Yardman is selected for engine service and then subsequently performs service as an IHB Engineer, such employee, if employed by the Carrier as an IHB Yardman on or subsequent to June 1, 1993, shall be entitled to and receive monthly credit(s) toward his/her completion of the sixty (60) month rate progression period as an IHB Engineer by utilizing his/her monthly credit(s) as an IHB Yardman and additionally, any other credit(s) such IHB Yardman has accumulated as a result of service in any craft(s) while employed by IHB in order to receive one hundred percent (100%) of the applicable IHB Engineer's rate of pay. An IHB Yardman employed by the Carrier on or subsequent to June 1, 1993 shall not be entitled to, nor receive the Special Pay Differential as provided for in Article IV - Special Pay Differential as contained in the May 1, 1997 Agreement between the IHB and the BLE.

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

Sincerely,

Joseph A. Markase
JOSEPH A. MARKASE
Manager of Labor Relations

As Agreed:

R.R. Pasquarella
R.R. Pasquarella, General Chairman, BLE

P.D. Drennan
P.D. Drennan, General Chairman, UTU(y)