



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

C. H. ALLEN
GENERAL MANAGER

HAMMOND
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May 7, 1997

Side Letter #6

Mr. P.D. Drennan
General Chairman, UTU(y)
P.O. Box 3162
Lisle, Illinois 60532-3162

Dear Mr. Drennan:

This will confirm our understanding reached during our negotiations of the June 1, 1997 Agreement that ARTICLE VII - RATE PROGRESSION - NEW HIRES, as contained in the June 1, 1997 Agreement by and between IHB and UTU(y) which amends ARTICLE V - RATE PROGRESSION - NEW HIRES, as contained in the May 1, 1988 Agreement by and between IHB and UTU(y) shall also apply to Yardmen who have established a seniority date with this Carrier as a Yardman prior to June 1, 1997, and if applicable, such Yardman shall have his/her rate increased accordingly, when applicable. However, Yardmen entitled to an increased rate of pay to become effective June 1, 1997 and/or thereafter, shall not receive retroactive pay in connection therewith.

Additionally, this will confirm our understanding that in the event a Yardman disputes the monthly credit(s) towards his/her completion of the sixty (60) month period in connection with ARTICLE VII, as contained in the June 1, 1997 Agreement, such Yardmen shall have sixty (60) days from the date that the monthly credit(s) should become effective, if applicable, to submit his/her dispute in writing to the Director of Labor Relations in regards thereto. He/she must specifically identify the monthly credit(s) towards his/her completion of the sixty (60) month period which is/are in dispute. A Yardman who disputes the monthly credit(s) towards his/her completion of the sixty (60) month period shall be notified by the Director of Labor Relations within sixty (60) days from the date the dispute is received by same as to the disposition of such dispute. A dispute found to be valid shall be corrected accordingly and the Yardman(s) that filed the dispute(s) shall be notified promptly by the Director of Labor Relations of such correction, adjustment and payment if applicable. In the event a dispute cannot be resolved, the parties signatory hereto shall resolve such dispute, if any, in accordance with the applicable provisions of IHB and UTU Agreement, ARTICLE VIII - TIME LIMITS FOR HANDLING CLAIMS AND/OR GRIEVANCES effective October 1, 1992.

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

Very truly yours,

C.H. Allen
General Manager

I agree:

Drennan, General Chairman, UTU(y)