

CREW CONSIST AGREEMENT

Part Two:

The Parties to this Agreement recognize the necessity of providing efficient and competitive transportation service to Indiana Harbor Belt Railroad Company customers and that the future success of this Company and its ability to provide employment opportunities and job stability is directly related to the ability of the Indiana Harbor Belt Railroad Company to meet this requirement. The parties also desire to provide greater benefits for Yardmen who now benefit from the existing Crew Consist Agreement.

Therefore, by mutual agreement, the Crew Consist Agreement and all of the provisions contained therein signed August 15, 1985, and also all subsequent Letters of Understanding and all Separate and Special Agreements in connection therewith and Article XIII, Section 1 and Section 2, and Side Letter #6 of the Agreement dated May 1, 1988, between the Indiana Harbor Belt Railroad Company and its employees represented by the United Transportation Union (y) are hereby abrogated in their entirety and the following shall apply in substitution thereof:

IT IS AGREED:

ARTICLE 1 - DEFINITIONS

- A. The terms "Foreman" and "Yardman" as used in this Agreement serve the purpose of identifying a craft or class and are not intended to denote gender.
- B. A "Standard Crew" is a crew which operates with not less than a Foreman and two Helpers.
- C. A "Reduced Crew" is a crew which operates with not less than a Foreman and one Yard Helper.
- D. A "Foreman Only Crew" is a crew which operates with not less than a Foreman.
- E. The term "Must-Fill" positions are all positions covered by Agreements between the Carrier and the United Transportation Union (y), except second Yard Helper positions in yard service which may be Blanked pursuant to this Agreement.
- F. The term "Blankable" position refers to a second Yard Helper position on a Standard Crew which is filled by a Protected Employee and which, under certain specified conditions, can be operated as "Reduced Crew" in the absence of a second Yard Helper.
- G. The term "Blanked" position refers to a second Yard Helper position on a crew which is not filled and works as a "Reduced Crew".
- H. A "Furloughed" employee is an employee whose seniority does not entitle him to hold a position, regular or extra, on his respective seniority district.

ARTICLE 2 - EMPLOYEE STATUS

Section 1 - Protected Employees

- A. An employee holding a seniority date on one or more of the various yard seniority rosters; i.e. Norpaul, Argo, Blue Island and/or Gibson, on or prior to August 15, 1985, shall be known and designated as a "Protected Employee".
- B. A Protected Employee who is or becomes dismissed or suspended and who is subsequently reinstated with seniority rights unimpaired, shall remain a Protected Employee.
- C. A Protected Employee shall retain the right to exercise seniority to Must-Fill, Blanked, or Blankable second Yard Helper positions except as otherwise provided for in accordance with the provisions as set forth in this Agreement.
- D. A Protected Employee shall not be Furloughed or remain on furlough if a Reduced Crew(s) and/or a Foreman Only Crew(s) is/are operating from that seniority district.

Section 2 - Limited Rights Protected Employees

- A. An employee holding a seniority date on one or more of the various yard seniority rosters; i.e. Norpaul, Argo, Blue Island and/or Gibson, subsequent to August 15, 1985, but on or prior to October 1, 1992, shall be known and designated as a "Limited Rights Protected Employee."
- B. A Limited Rights Protected Employee who is or becomes dismissed or suspended and who is subsequently reinstated with seniority rights unimpaired shall remain a Limited Rights Protected Employee.
- C. A Limited Rights Protected Employee shall not have the right to exercise his/her seniority to, or otherwise be used on Blanked or Blankable second Yard Helper positions.
- D. Limited Rights Protected Employee(s) shall not be Furloughed or remain on Furlough if a Foreman Only Crew(s), excluding Outer Belt Transfer Assignments, is/are operating from that seniority district, except as provided for in this Agreement.

Section 3 - Non-Protected Employees

- A. An employee holding a seniority date on a yard seniority roster, i.e. Norpaul, Argo, Blue Island or Gibson, subsequent to October 1, 1992, shall be known and designated as a "Non-Protected Employee".
- B. A Non-Protected Employee who is or becomes dismissed or suspended and who is subsequently reinstated with seniority rights unimpaired shall remain a Non-Protected Employee.
- C. A Non-Protected Employee shall be utilized to fill Yardmen positions in accordance with the provisions as set forth in this Agreement.
- D. A Non-Protected Employee shall be utilized to fill Yardmen positions solely at the discretion of the Carrier.
- E. Non-Protected Employee(s) on the various Extra Boards shall be used in accordance with the provisions as set forth in this Agreement and shall have no claim if runaround by Protected Employees and/or Limited Rights Protected Employees filling vacancies.

ARTICLE 3 - CONSIST OF YARD CREWS

Section 1 -

The consist of yard crews, including Outer Belt Transfer Assignments, except as otherwise provided for in this Agreement, shall not be less than a Yard Foreman and two Yard Helpers.

Section 2 -

- A. In the event a shortage of Protected Employee(s) occurs on a seniority district, the Carrier may establish sufficient regularly assigned Reduced Crew(s) in that seniority district in order to better utilize Protected Employee(s) and meet the requirements of the service.

NOTE: The Carrier shall have the prerogative of selecting yard crew(s), including Outer Belt Transfer Assignment(s), for the purpose of establishing regularly assigned Reduced Crew(s) pursuant to the provisions as set forth in this Section.

- B. In the event all yard crew(s), including Outer Belt Transfer Assignment(s) on a seniority district is/are operating as Reduced Crew(s), the Carrier may then establish regularly assigned Foreman Only Crew(s) in that seniority district in accordance with the provisions as set forth in this Article.

NOTE 1: The Carrier shall have the prerogative of selecting yard crew(s), including Outer Belt Transfer Assignment(s), for the purpose of establishing regularly assigned Foreman Only Crew(s) pursuant to the provisions as set forth in this Section.

NOTE 2: All Hump Assignment(s) at any yard shall operate with not less than one (1) Foreman and one (1) Helper.

- C. In the event a Foreman Only Crew(s) is/are being operated on a seniority district and a surplus of Limited Rights Protected Employee(s) develops, the Carrier shall establish a sufficient number of regularly assigned Reduced Crew(s) in that seniority district in order to ensure that all Limited Rights Protected Employees remain in active service in that seniority district, except as otherwise provided for in Article 2, Section 2, D.

NOTE: The Carrier shall have the prerogative of selecting yard crew(s), including Outer Belt Transfer Assignment(s), for the purpose of establishing regularly assigned Reduced Crew(s) pursuant to the provisions as set forth in this Section.

- D. In the event a regular yard crew(s), including Outer Belt Transfer Assignment(s), is/are operating as a Reduced Crew(s) on a seniority district and a surplus of Protected Employees develops, the Carrier shall establish a sufficient number of regularly assigned Standard Crew(s) in that district in order to ensure that all Protected Employees remain in active service in that seniority district.

NOTE: The Carrier shall have the prerogative of selecting yard crew(s), including Outer Belt Transfer Assignment(s), for the purpose of establishing regularly assigned Standard Crew(s) pursuant to the provisions as set forth in this Section.

Section 3 -

Employees shall not be required to operate with less than the required crew consist specified in this Agreement, nor shall they be censured or disciplined in any manner for refusal to do so.

Section 4 -

No Carrier Supervisor, Yardmaster, Official, Engine or Non-Craft Employee shall be used to supplement, supplant or substitute in the work of any train or yard crew working under UTU Agreements.

Section 5 -

The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to Pilots, Flagmen and Car Retarder Operators.

Section 6 -

The Carrier shall maintain through recall of Furloughed Yardmen, recall of Yardmen on Voluntary Reserve Board Positions, and/or hiring of new employees, a sufficient number of regular and extra Yardmen to permit reasonable lay-off privileges and to protect vacancies, vacations, extra assignments and other extended vacancies.

Section 7 -

- A. Yardmen vacancies (both regular and extra) in each seniority district shall be filled in accordance with the rules and/or practices in effect prior to this Agreement as such applies to each seniority district, except as otherwise provided for in this Agreement.
- B. Extra Boards in each seniority district shall be regulated in accordance with the respective individual schedule agreements for that district, except as otherwise provided for in this Agreement.

ARTICLE 4 - CREW CONSIST NOTICE

Section 1 -

The Carrier shall post notices at all seniority districts at all of the on/off duty points and this notice shall be identified as "Crew Consist Notice". This Crew Consist Notice shall identify and advertise the crew consist of all regularly assigned yard assignments, including Outer Belt Transfer Assignments, in that seniority district. This notice shall be in effect for each entire pay period commencing on the first day of such pay period, through and including the last day of such pay period, and shall not be altered for any reason.

NOTE: The Carrier shall also furnish the information as contained in the "Crew Consist Notice" to Yardmen on a daily basis, (twenty-four (24) hours per calendar day) through the Crew Dispatcher's office.

Section 2 -

The Carrier shall post a current Crew Consist Notice semi-monthly that shall be posted on or prior one (1) calendar day prior to the first day of each pay period

Section 3 -

The Carrier shall provide a copy of the Crew Consist Notices to the General Chairperson, UTU(y), and the appropriate Crew Consist Notice to the respective Local Chairpersons, UTU(y), on a semi-monthly basis.

ARTICLE 5 - NEW BUSINESS

Except as otherwise provided for in this Agreement, new business or new service may be operated as a Reduced Crew or a Foreman Only Crew; however, this shall be accomplished by Special and Separate Agreement by and between the General Chairperson, UTU(y), and the Manager of Labor Relations/Personnel.

NOTE 1: Outer Belt Transfer Assignment(s) established in accordance with the provisions as set forth above, shall not be subject to the provisions of the "Equal Distribution of Work Agreement" found in the Agreement dated October 1, 1992, Part One, Article IX.

NOTE 2: In the event the General Chairperson, UTU(y), and the Manager Labor Relations/Personnel are unable to consummate a Separate and Special Agreement, this shall not be construed as bargaining in poor faith on the part of either party.

ARTICLE 6 - YARD CANCELLATIONS

In the event a regularly assigned yard assignment, excluding Outer Belt Transfer Assignments, at Norpaul, Argo, Blue Island and/or Gibson is cancelled on any given shift and the Carrier operates an extra yard assignment on that same shift, the regularly assigned Yardmen on such cancellation shall be paid the Yard Foreman's overtime rate of pay and such Yardman/Yardmen shall be credited with a start as if the cancellation was a regular tour of duty. In order to qualify for such payment, the Yardman/Yardmen must remain on the yard assignment on the day of the cancellation. Such Yardman/Yardmen shall not be required to submit a timeslip to receive this payment.

ARTICLE 7 - OUTER BELT TRANSFER CANCELLATIONS

Section 1 -

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island and/or Gibson is cancelled on any given calendar day in excess of one (1) cancellation per calendar week (12:00 Midnight Monday through and including 11:59 PM Sunday) per individual assignment, the regularly assigned Yardman/Yardmen on such cancellation shall be paid one day's pay at the Yard Foreman's overtime rate of pay and such Yardmen shall be credited with a start as if the cancellation was a regular tour of duty. In order to qualify for such payment, the Yardman/Yardmen must remain on the Outer Belt Transfer Assignment on the day of the cancellation. Such Yardman/Yardmen shall not be required to submit a timeslip to receive this payment.

NOTE: In the event an Outer Belt Transfer Assignment is cancelled in a given calendar week due to an emergency such as but not limited to a tornado, flood, snow storm, earthquake, major derailment, or strike, the provisions as set forth in Section 1 of this Article shall not apply.

Section 2 -

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island and/or Gibson is cancelled on a holiday, the provisions as set forth in Section 1 of this Article shall not apply.

Section 3 -

In the event a regularly assigned Outer Belt Transfer Assignment at Norpaul, Argo, Blue Island and/or Gibson is cancelled the day preceding the holiday and/or the day following the holiday, such Yardmen may remain on the assignment as cancelled and shall be qualified for the purpose of receiving holiday pay.

NOTE: A holiday as referred to in Section 2 and Section 3 herein, is made in reference to paid holidays as provided for in the National Holiday Agreement.

ARTICLE 8 - RADIOS

- A. Operable portable radios shall be furnished to each member of Reduced Crew(s) and/or Foreman Only Crew(s) while on duty. Such radios shall not exceed three pounds in weight and shall be equipped with a suitable holder which shall firmly hold the radio close to the body or shall be of such size as to permit being placed in coat and trouser pocket. Yardman/Yardmen shall not be held responsible for accidents caused by failure of radio equipment to properly function.
- B. Sufficient frequency channels shall be utilized to provide safe communication.
- C. Except in an emergency, Reduced Crew(s) and/or Foreman Only Crew(s) shall not be required to start switching or perform transfer service without operable portable radios for each Yardman on the train crew. Such crew(s) shall not be required to start switching or perform transfer service not having an operable radio on the control unit of the locomotive consist, nor shall they be censured or disciplined in any manner for refusing to do so.

ARTICLE 9 - REDUCED TRAIN CREW ALLOWANCE

- A. For each completed tour of duty that a Protected Employee and/or Limited Rights Protected Employee performs service as a member of a yard crew, including Outer Belt Transfer Assignments, consisting of a Yard Foreman and one Yard Helper (Reduced Crew), such Yardmen, in addition to their regular earnings on that assignment, shall receive a Reduced Train Crew allowance (RTCA) of Fifteen Dollars (\$15.00).
- B. For each completed tour of duty that a Car Retarder Operator performs service as a CRO, such CRO shall, in addition to such Car Retarder Operator's regular earnings on that assignment, receive a Reduced Train Crew Allowance (RTCA) of Fifteen Dollars (\$15.00).
- C. The Reduced Crew Train Allowance (RTCA) shall be in addition to the Productivity Saving Share Allowance (PSSA).

NOTE 1: The Reduced Train Crew Allowance (RTCA) shall not be subject to future general wage increases or cost-of-living adjustments.

NOTE 2: The Reduced Train Crew Allowance (RTCA) shall be included in computing vacation allowance.

ARTICLE 10 - FOREMAN ONLY ALLOWANCE

- A. For each completed tour of duty that a Protected Employee and/or Limited Right Protected Employee performs service as a member of a yard crew, including Outer Belt Transfer Assignments, consisting of a Foreman Only Crew, such Yardman, in addition to his/her regular earnings on that assignment, shall receive a Foreman Only Allowance (FOA) of Thirty Dollars (\$30.00).
- B. The Foreman Only Allowance (FOA) shall be in addition to the Productivity Savings Share Allowance (PSSA).

NOTE 1: The Foreman Only Allowance (FOA) shall not be subject to future wage increases or cost-of-living adjustments.

NOTE 2: The Foreman Only Allowance (FOA) shall be included in computing vacation allowance.

ARTICLE 11 - PRODUCTIVITY SAVING SHARE ALLOWANCE

- A. For each completed tour of duty that a Protected Employee and/or Limited Right Protected Employee performs service as a member of a yard crew, including Outer Belt Transfer Assignments, consisting of a Yard Foreman and one Yard Helper (Reduced Crew), such Yardman, in addition to his/her regular earnings on that assignment, shall receive a Productivity Saving Share Allowance (PSSA) of Twenty-Five Dollars (\$25.00).
- B. For each completed tour of duty that a Protected Employee and/or Limited Right Protected Employee performs service as a member of a yard crew, including Outer Belt Assignments, consisting of a Foreman Only Crew, such Yardman, in addition to such Yardman's regular earnings on that assignment, shall receive a Productivity Saving Share Allowance (PSSA) of Twenty-Five Dollars (\$25.00).

NOTE 1: The Productivity Saving Share Allowance (PSSA) shall not be subject to future general wage increases or cost-of-living adjustments.

NOTE 2: The Productivity Saving Share Allowance (PSSA) shall be included in computing vacation allowance.

ARTICLE 12 - FAILS TO REPORT

Section 1 -

In the event a regular member of a Standard Crew or an extra employee properly called, fails to report for duty at the assigned reporting time, the remaining crew members shall be required to work as a Reduced Crew. Such Yard Foreman and Yard Helper shall be paid the Reduced Train Crew Allowance (RTCA) and a Productivity Savings Share Allowance (PSSA).

25 PSSA
15 RTCA
40

30.00 f.OA.
25.00 PSSA

55.00

Section 2 -

In the event a regular member of a Reduced Crew or an extra employee properly called, fails to report for duty at the assigned reporting time, the remaining crew member, if qualified, may be required to work as a Foreman Only Crew. Such Yard Foreman shall be paid a Foreman Only Allowance (FOA) and a Productivity Savings Share Allowance (PSSA).

Section 3 -

In the event a regular member of a Reduced Crew or an extra employee properly called, fails to report for duty at the assigned reporting time and the Carrier elects to call another Yardman, the Carrier shall have the option of starting the crew member, if qualified, to work as a Foreman Only Crew and such Yard Foreman shall be paid a Foreman Only Allowance (FOA) and a Productivity Savings Share Allowance (PSSA), and the Yard Helper called out shall be paid the Reduced Train Crew Allowance (RTCA) and a Productivity Savings Share Allowance (PSSA).

ARTICLE 13 - DISCONTINUES DUTY

Section 1 -

In the event a member of a Standard Crew discontinues duty before completion of the crew's tour of duty, the Carrier may elect to tie the crew up or have the remaining crew members work as a Reduced Crew. In the event the Carrier requires the remaining crew members to work as a Reduced Crew, such Yard Foreman and Yard Helper shall be paid the Reduced Train Crew Allowance (RTCA) and a Productivity Savings Share Allowance (PSSA).

Section 2 -

In the event a member of a Reduced Crew discontinues duty before completion of the crew's tour of duty, the Carrier may elect to tie the crew up or have the remaining crew member, if qualified, continue to work as a Foreman Only Crew. Such Yard Foreman shall be paid a Foreman Only Allowance (FOA) and a Productivity Savings Share Allowance (PSSA).

Section 3 -

In the event a member of a Reduced Crew discontinues duty before completion of the crew's tour of duty and the Carrier elects to call another Yardman, the Carrier shall have the option of continuing to work the remaining crew member, if qualified, as a Foreman Only Crew and such Foreman shall be paid a Foreman Only Allowance (FOA) and a Productivity Savings Share Allowance (PSSA). The Yard Helper called out shall be paid the Reduced Train Crew Allowance (RTCA) and a Productivity Savings Share Allowance (PSSA).

Section 4 -

In the event a member of a Reduced Crew discontinues duty before completion of the crew's tour of duty and that employee has worked less than eight (8) hours, the employee shall not be paid the Reduced Train Crew Allowance (RTCA) or a Productivity Savings Share Allowance (PSSA). In the event such employee works eight (8) or more hours prior to discontinuing duty, the employee shall be paid the Reduced Train Crew Allowance (RTCA) and a Productivity Savings Share Allowance (PSSA).

Foreman
30 FOA
25 PSSA
RTCA
25 PSSA
Helper

PSSA
25
15
40

30 FOA
25 PSSA

Foreman 55
30 FOA
25 PSSA
Helper 15 RTCA
25 PSSA

ARTICLE 14 - TEMPORARILY DISCONTINUES DUTY

Section 1 -

In the event a member of a Standard Crew discontinues duty temporarily for reasons such as but not limited to random drug testing, reasonable cause drug testing, personal injury, etc., and the remaining crew members are required to work as a Reduced Crew, the remaining crew members who work as a Reduced Crew for less than two (2) hours shall be paid the Reduced Train Crew Allowance (RTCA). In the event the Carrier requires the remaining crew members to work as a Reduced Crew for two (2) hours or more, such Yard Foreman and Yard Helper shall be paid the Reduced Train Crew Allowance (RTCA) and a Productivity Savings Share Allowance (PSSA).

Section 2 -

In the event a member of a Reduced Crew discontinues duty temporarily for reasons such as but not limited to random drug testing, reasonable cause drug testing, personal injury, etc., and the remaining crew member, if qualified, is required to work as a Foreman Only Crew, such Foreman shall be paid the Foreman Only Allowance (FOA) and a Productivity Savings Share Allowance (PSSA).

ARTICLE 15 - GUARANTEED EXTRA BOARDS

Section 1 -

The Carrier shall establish a "Guaranteed Extra Board" at each of the various seniority districts, i.e. Norpaul, Argo, Blue Island and Gibson.

Section 2 -

A Yardman shall be eligible for a Guaranteed Extra Board if such Yardman has a seniority date on one or more of the various yard seniority rosters i.e. Norpaul, Argo, Blue Island and/or Gibson, on or prior to October 1, 1992.

Section 3 -

Yardmen working off a Guaranteed Extra Board shall be guaranteed eleven (11) starts per pay period in accordance with the provisions as set forth in this Article.

Section 4 -

A "Guaranteed Daily Rate of Pay" for Yardmen on the Guaranteed Extra Board shall be computed for each entire pay period. The Guaranteed Daily Rate of Pay shall be the sum of all compensation earned from all tours of duties credited to all Yardmen working off the Guaranteed Extra Board in the entire previous pay period, divided by the total number of starts made by all of the Yardmen working off the Guarantee Extra Board in that same entire pay period.

- A. The Reduced Crew Train Allowance (RTCA), Foreman Only Allowance (FOA), Productivity Savings Share Allowance (PSSA), and all Arbitrarities shall be included as compensation for the purpose of computing the Guaranteed Daily Rate of Pay.
- B. The Guaranteed Daily Rate of Pay shall be computed separately for each seniority district.

- C. The Carrier shall make available to Yardmen through the Crew Dispatcher's Office, the amount of the Guaranteed Daily Rate of Pay two (2) days prior to each scheduled pay day.
- D. In the event that Yardmen do not perform any tours of duty during an entire pay period, the Guaranteed Daily Rate of Pay shall be utilized from the previous pay period.
- E. The Carrier shall furnish the General Chairperson, UTU(y), in writing, the amount of the Guaranteed Daily Rate of Pay for each seniority district, as well as the data used to compute these rates.

Section 5 -

For each full calendar day (midnight to midnight) during a pay period in which a Yardman is available on the Guaranteed Extra Board and does not perform service for the Carrier, such Yardman shall be guaranteed one (1) start at the Guaranteed Daily Rate of Pay for that pay period, in accordance with Section 3 of this Article, except as provided for below.

- A. For each tour of duty credited to a Yardman during a pay period, such Yardman's Guarantee shall be reduced by one (1) start for that pay period.
- B. In the event a Yardman removes himself from the Guaranteed Extra Board or is not available for any reason during any full calendar day (midnight to midnight) during such pay period, that Yardman's Guarantee shall be reduced by one (1) start for that pay period.
- C. In the event a Yardman marks off, occupies a Bump Board, or rides a cancellation on any calendar day (midnight to midnight) during such pay period, that Yardman's Guarantee, if any, shall be reduced by one (1) start for that pay period.

Section 6 -

Attached hereto is a chart identified as "Appendix I", illustrating the mechanics of the Guaranteed Extra Board. This Appendix shall be made a part hereof, to the same extent, as if included herein.

Section 7 -

Each full calendar day (midnight to midnight) that a Yardman is available on the Guaranteed Extra Board shall count as eight (8) qualifying hours when computing straight time hours for the lump sum cost-of-living adjustments, in accordance with the provisions as set forth in Part One, Article II, Part A, Section 1 through and including Section 4 of this Agreement.

Section 8 -

- A. Each Guaranteed start off the Guaranteed Extra Board that a Yardman is compensated for shall count as eight (8) qualifying hours in determining eligibility for vacation in accordance with the provisions as set forth in the National Vacation Agreement.
- B. Guaranteed Payments shall be considered compensable service in determining compensation due for vacation.

Section 9 -

Each Guaranteed Start credited to Yardmen shall count as an actual start when determining eligibility to receive holiday pay in accordance with the provisions as set forth in the National Holiday Agreement.

Section 10 -

- A. In the event extra yard crew(s), including Outer Belt Transfer Assignment(s), is/are called from a Guaranteed Extra Board at any of the various seniority districts and there is/are Protected Employee(s) furloughed on that seniority district, the Carrier shall call Standard Crews.
- B. In the event extra yard crew(s), excluding Outer Belt Transfer Assignment(s), is/are called from a Guaranteed Extra Board at any one of the various seniority districts and there is/are Limited Rights Protected Employee(s) furloughed at that seniority district, the Carrier shall call not less than a Reduced Crew.
- C. In the event extra yard crew(s), including Outer Belt Transfer Assignment(s) is/are called from a Guaranteed Extra Board at any of the various seniority districts and there is/are no Protected Employee(s) or Limited Rights Protected Employee(s) furloughed at that seniority district, the crew consists of such extra yard crew(s), including Outer Belt Transfer Assignments, shall be at the discretion of the Carrier.

Section 11 -

In the event Yardman/Yardmen is/are set up in a regular status and cannot hold a regular assignment on any full calendar day, such Yardman/Yardmen may revert to the Guaranteed Extra Board at his/her seniority district for the remainder of that pay period.

Section 12 -

Yardmen shall not be required to submit a timeslip to receive their Guaranteed Payment and the payment shall be made no later than the pay day following the pay period in which the Guaranteed Payment is earned.

ARTICLE 16 - VACANCIES

Side Letter #7 and Side Letter #10 as contained in the May 1, 1988 Agreement between the Indiana Harbor Belt Railroad and the United Transportation Union (y) are hereby abrogated and the following shall apply in substitution thereof.

In the event a Guaranteed Extra Board, as provided for in Article 15 of this Agreement, is exhausted on a seniority district, the following procedure may be utilized to fill Yardmen vacancies on that seniority district.

1. Yardmen vacancies shall be filled first from the "Available Board". Such Yardmen shall be paid the applicable straight time rate of pay.

NOTE: Protected Employees and Limited Rights Protected Employees on the "Available Board" shall be used in preference to Non-Protected Employees on the Extra Board.

2. In the event there are no Yardmen on the "Available Board", vacancies shall be filled by Non-Protected Employees, if any, from the Extra Board from that same seniority district.
3. In the event there are no Non-Protected Employees on an Extra Board on a seniority district, the Carrier shall utilize Yardmen from the Voluntary Reserve Board from that seniority district in accordance with the provisions as set forth in Article 20, Section 14, of this Agreement.

4. In the event there are no Yardmen available for emergency service from a Voluntary Reserve Board from that same seniority district, the Carrier may attempt to fill Yardmen vacancies from any of the various Guaranteed Extra Boards on a voluntary basis.
 - A. Such Guaranteed Extra Yardmen shall be called in position order and be afforded the opportunity to fill such vacancies.
 - B. In the event a Guaranteed Extra Yardman declines to fill a vacancy on other than his/her own seniority district, he/she shall not lose his position on the Guaranteed Extra Board, nor be penalized in any manner for refusing to do so.
- NOTE 1: Yardmen on a Guaranteed Extra Board desirous of filling vacancies on a seniority district other than their own, shall notify the Crew Dispatcher of their intent. Such Extra Yardmen shall have their crew tags marked accordingly. Extra Yardmen who have not notified the Crew Dispatcher of such intent, shall not be called.
- NOTE 2: It is understood that this practice is not intended to adversely affect the Guarantee for a Guaranteed Extra Yardman.
5. In the event there are no volunteers from any of the various Guaranteed Extra Boards, the Carrier may fill Yardmen vacancies from any of the various Extra Boards utilizing Non-Protected Employees.
 - A. Such Non-Protected Employees shall be called to fill such vacancies in position order (rotary order) from any of the various Extra Boards.
 - B. In the event a Non-Protected Employee is called, he/she shall be required to fill such vacancy.

ARTICLE 17 - FOREMAN DIVERSION

ARTICLE XXVIII - FOREMAN VACANCIES as contained in the General Labor Agreement between and between the Indiana Harbor Belt Railroad Company and the United Transportation Union (y) is hereby abrogated, and the following shall apply in substitution thereof:

Section 1 -

In the event there is not a qualified Foreman on a yard assignment, including an Outer Belt Transfer Assignment, on a seniority district and in the event there are no rested qualified Foremen on the Guaranteed Extra Board or Extra Board from the same seniority district, the Carrier may divert a qualified Foreman from that same seniority district, utilizing the following procedure to fill such vacancy or vacancies. The diverted Foreman shall be paid the applicable Foreman overtime rate of pay for the assignment that such Foreman is diverted to.

- A. The Carrier may divert a qualified Foreman from any one assignment to another assignment; however, the Carrier shall only divert a qualified Foreman from one assignment to another assignment within the starting time bracket on the same shift that such qualified Foreman is scheduled to perform service.

- B. The senior qualified Foreman on a shift shall be offered such diversion. In the event the most senior qualified Foreman does not accept the offer of diversion, the Carrier shall contact the next most senior qualified Foreman and offer that Foreman the opportunity to be diverted until such time the most junior Foreman on that shift is contacted and that Foreman shall be required to accept diversion.

NOTE: Such Foreman shall be contacted by telephone not less than two (2) hours prior to the starting time of the assignment that such Foreman is offered diversion or not less than two (2) hours prior to the starting time of such Foreman's regular assignment, whichever assignment is earlier.

Section 2 -

In the event a Foreman vacancy develops on an assignment after such assignment has commenced duty, the Carrier may divert a qualified Foreman from that shift utilizing the provisions as set forth in Section 1, B., of this Article, if practicable.

Section 3 -

A qualified Foreman so diverted shall be automatically placed on such Foreman's regular assignment by the Carrier for the following day.

ARTICLE 18 - HELPER DIVERSION

Section 1 -

In the event there is not a Yardman/Yardmen on a yard assignment, including an Outer Belt Transfer Assignment, on a seniority district and in the event there are no rested Yardman/Yardmen on the Guaranteed Extra Board or Extra Board from that same seniority district, the Carrier may divert a Yardman/Yardmen from that same district, utilizing the following procedure to fill such vacancy or vacancies. Such Yardmen shall be paid the applicable overtime rate of pay for the assignment that such Yardmen is diverted to.

- A. The Carrier may divert Yardmen from any one assignment to another assignment; however, the Carrier shall only divert such Yardmen from one assignment to another assignment within the starting time bracket on the same shift that such qualified Yardmen are scheduled to perform service.
- B. The senior qualified Yardman on a shift shall be offered such diversion. In the event the most senior Yardman does not accept the offer of diversion, the Carrier shall contact the next most senior Yardman and offer that Yardman the opportunity to be diverted until such time the most junior Yardman on that shift is contacted and that Yardman shall be required to accept diversion.

NOTE: Such Yardman shall be contacted by telephone not less than two (2) hours prior to the starting time of the assignment that such Yardman is offered diversion or not less than two (2) hours prior to the starting time of such Yardman's regular assignment, whichever assignment is earlier.

Section 2 -

In the event a Yardman vacancy develops on an assignment after such assignment has commenced duty, the Carrier may divert a Yardman on that shift utilizing the provisions as set forth in this Section 1, B., in this Article, if practicable.

Section 3 -

Yardmen so diverted shall be automatically placed on their regular assignment by the Carrier for the following day.

ARTICLE 19 - CAR RETARDER OPERATOR DIVERSION

The understanding relating to FILLING CAR-RETARDER VACANCIES as found on page 61 of the General Labor Agreement by and between the Indiana Harbor Belt Railroad Company and the United Transportation Union (y) is hereby abrogated, and the following shall apply in substitution thereof:

Section 1 -

In the event there is not a qualified Car Retarder Operator for a shift on a seniority district, and in the event there are no rested qualified Car Retarder Operators on the Guaranteed Extra Board or Extra Board from that same seniority district, the Carrier may divert a qualified Car Retarder Operator from a yard assignment, including an Outer Belt Transfer Assignment, utilizing the following procedure to fill such Car Retarder Operator vacancy. The diverted Car Retarder Operator shall be paid the applicable Car Retarder Operator's overtime rate of pay for the assignment that such Car Retarder Operator is diverted to.

- A. The Carrier may divert a qualified Car Retarder Operator that is scheduled to perform duties as a Yardman from a yard assignment to be utilized as a Car Retarder Operator; however, the Carrier shall only divert a qualified Car Retarder Operator from a yard assignment to be utilized as a Car Retarder Operator within the starting time bracket on the same shift that such qualified Car Retarder Operator is scheduled to perform service as a Yardman.
- B. The senior qualified Car Retarder Operator on a shift shall be offered such diversion. In the event the most senior qualified Car Retarder Operator does not accept the offer of diversion, the Carrier shall contact the next most senior qualified Car Retarder Operator and offer that Car Retarder Operator the opportunity to be diverted until such time the most junior qualified Car Retarder Operator on that shift is contacted and such qualified Car Retarder Operator shall be required to accept diversion.

NOTE: Such Car Retarder Operator shall be contacted by telephone not less than two (2) hours prior to the starting time of the assignment that such Car Retarder Operator is offered diversion or not less than two (2) hours prior to the starting time of such Car Retarder Operator's regular assignment, whichever assignment is earlier.

Section 2 -

In the event a Car Retarder Operator vacancy develops on a shift after such shift has commenced duty, the Carrier may divert a qualified Car Retarder Operator on that shift utilizing the provisions as set forth in this Section 1, C., of this Article, if practicable.

Section 3 -

A qualified Car Retarder Operator so diverted shall be automatically placed on such Car Retarder Operator's regular assignment by the Carrier for the following day.

ARTICLE 20 - VOLUNTARY RESERVE BOARDS

Section 1 -

The Carrier shall establish a "Voluntary Reserve Board" at each of the various seniority districts, i.e. Norpaul, Argo, Blue Island and Gibson.

Section 2 -

The number of "Voluntary Reserve Board Positions" at the various seniority districts shall be determined at the discretion of the Carrier and may be increased or decreased in order to meet the manpower requirements on that seniority district.

Section 3 -

Yardmen with a seniority date on or prior to August 15, 1985, and who are in active service when Voluntary Reserve Board Positions are established, are eligible for Voluntary Reserve Board Status.

Section 4 -

Yardmen in Voluntary Reserve Board Status shall be considered in active service for the purpose of the application of all Agreements, Laws, and/or Acts respecting Yardmen's rights to work.

Section 5 -

Yardmen on the Reserve Board shall be subject to the same physical examinations, rules and promotional requirements as Yardmen who are in active service.

NOTE: In the event a Yardman on the Voluntary Reserve Board has not made himself available for emergency service in accordance with the provisions as set forth in Section 14 of this Article, it is understood that rules examinations and periodic physical examinations shall be deferred to such time that such Yardman is recalled to active service.

Section 6 -

This Agreement shall not preclude Yardmen on the Voluntary Reserve Board from receiving payments on time claims. Time claim payments due, if any, shall be paid in addition to compensation received while on the Voluntary Reserve Board.

Section 7 -

Yardmen on the Voluntary Reserve Board shall be guaranteed a gross amount of \$990.00 for each full semi-monthly pay period, subject to future wage and cost of living increases.

NOTE: Voluntary Reserve Board compensation is based on 75% of the basic Yard Helper's rate of pay for eleven (11) days per semi-monthly pay period.

- A. Yardmen on the Voluntary Reserve Board shall not be required to submit a timeslip in order to receive Voluntary Reserve Board Pay.
- B. Yardmen on the Voluntary Reserve Board shall be paid semi-monthly with the regular payroll.

- C. If a request is made in writing, such Yardman shall receive his/her payments by U.S. Mail.

Section 8 -

Yardmen on the Voluntary Reserve Board shall be covered by Health and Welfare Plan (currently Travelers GA-23000 and Aetna GP 12000), Union Shop, Dues Check-Off, Discipline and Grievance Procedures that are applicable to employees in active service.

Section 9 -

- A. Voluntary Reserve Board Payments shall be considered as compensable service in determining compensation due for vacation. Vacation pay received while on the Voluntary Reserve Board shall offset pay received under this Article. Furthermore, time spent on the Voluntary Reserve Board shall count in determining whether Yardmen are eligible for vacation in the succeeding year, as well as in determining the length of vacation to which Yardmen otherwise eligible, are entitled.

NOTE: Each day spent on the Voluntary Reserve Board, less Saturday and Sunday, shall count for eight (8) qualifying hours in connection with the National Vacation Agreement.

- B. In the event a Yardman on the Voluntary Reserve Board returns to active service, each day spent on the Voluntary Reserve Board, less Saturday and Sunday, shall count as starts when determining eligibility to receive holiday pay in accordance with the provisions as set forth in the National Holiday Agreement.
- C. Voluntary Reserve Board Pay shall be considered as compensable service. Each day spent on the Voluntary Reserve Board, less Saturday and Sunday, shall count for eight (8) qualifying hours when computing straight time hours for the Lump Sum Colas in accordance with the provisions as set forth in Part One, Article II, Part A, Sections 1 through and including Section of this Agreement.

Section 10 -

Other employment, while on the Voluntary Reserve Board, is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

Section 11 -

Yardmen on the Voluntary Reserve Board shall not be eligible for holiday pay, bereavement leave, jury duty pay, and all other similar special allowances, except as provided for in Section 9. B., of this Article.

Section 12 -

- A. Initially, employees desirous of applying for positions on the Voluntary Reserve Board in their seniority district shall submit an application to the Carrier's Manager of Labor Relations/Personnel no later than 12:00 Noon, Monday, September 28, 1992. The application attached hereto which is identified as "Voluntary Reserve Board Application", shall be utilized to apply for a position on the Voluntary Reserve Board. This application shall be made a part hereof to the same extent as if included herein.

NOTE: Employees may also obtain this application by contacting the Manager of Labor Relations/Personnel

- B. Employees shall be notified by telephone and by writing on or prior to September 29, 1992, of the acceptance or rejection of their application for a position on the Voluntary Reserve Board. Yardmen shall be assigned to the Voluntary Reserve Board in seniority order and such Voluntary Reserve Board Status shall become effective October 1, 1992.

Section 13 -

Subsequent to the initial application as provided for in Section 12 of this Article, the procedure for obtaining Voluntary Reserve Board Status shall be in accordance with the provisions as set forth herein.

- A. Four (4) full calendar days prior to the start of each new payroll period, the Crew Dispatcher shall advise Yardmen, upon request, the number of Voluntary Reserve Board Positions open and available on their seniority district. Yardmen desiring Voluntary Reserve Board Positions shall notify the Crew Dispatcher and request such positions no later than two (2) full calendar days prior to 12:01 AM, of the first day of the new pay period. Assignments to the Voluntary Reserve Board shall be made in seniority order of those making such request. Those Yardmen unable to hold a Voluntary Reserve Board Position shall be notified by the Crew Dispatcher at least one (1) full calendar day prior to 12:01 AM, of the first day of the new payroll period.
- B. A Yardman assigned to the Voluntary Reserve Board must remain there for a minimum of two (2) entire pay periods. Such Yardman shall not be displaced by a senior Yardman and shall remain in Voluntary Reserve Board Status until:
1. The Yardman is discharged from employment by the Carrier.
 2. The Yardman resigns from the Carrier's employment.
 3. The Yardman is recalled to active service in accordance with the provisions as set forth in Section 15 of this Article.
 4. The Yardman exercises such Yardman's seniority and returns to active service in accordance with the provisions as set forth in Section 16 of this Article.

Section 14 -

Yardmen on the Voluntary Reserve Board shall be permitted to make an application for emergency service. Pay for such service shall be made in addition to Voluntary Reserve Board Pay and without reduction thereof. Those desiring emergency work must make an application in writing to the appropriate Carrier Officer, after which they shall be placed upon a list with other Yardmen requesting emergency service. When emergency service arises, the Carrier shall call Yardmen from this list for such service in seniority order; however, once used, their name shall be placed at the bottom of the list until all others have been called and given an opportunity to perform service. When contacted for emergency service and a Yardman refuses to call, their name shall be removed from the list and they shall not be entitled to place his/her name on the emergency list for the remainder of that calendar month.

NOTE: Yardmen shall not be subject to discipline for a missed or refused call for such emergency service.

Section 15 -

Yardmen on the Voluntary Reserve Board must hold themselves available for recall active service by the Carrier upon fifteen (15) consecutive days of notice. In the event Yardmen are recalled by the Carrier, they shall be called in reverse seniority order. Voluntary Reserve Status Pay shall continue for seven (7) calendar days from the date of notification less pay for Saturday and Sunday. Date of notification shall be the date the notice is received or first attempted delivery of Certified Mail Notice to the last address on record with the Carrier, whichever date is earlier.

- A. Yardmen responding to a telephone recall and marking up immediately thereafter (within four (4) hours of the telephone call), shall be paid eight (8) days at the regular Yard Helper's rate which shall be in addition to Voluntary Reserve Board Compensation as set forth in this section.
- B. Yardmen responding to a written recall and marking up immediately thereafter (on the date the recall letter is received or first attempted delivery), shall be paid five (5) days at the regular Yard Helper's rate which shall be in addition to Voluntary Reserve Board Compensation as set forth in this section.

Section 16 -

Yardmen on a Voluntary Reserve Board who desire to return to active service shall do so by providing the Carrier with a fifteen (15) calendar day written notice expressing their intent to do so, except as provided for in Section 13. B., of this Article.

Section 17 -

It is understood that when returning to active service, Yardmen cannot combine their days spent on the Voluntary Reserve Board and active service days to exceed 22 starts in their bracket (Norpaull, Argo, Blue Island), and/or a five (5) day work week, (Gibson).

Section 18 -

In addition, at the discretion of the Carrier, Voluntary Reserve Board Positions may be established for Limited Rights Protected Employees. These positions, if any, shall be governed by the provisions as set forth in this Article.

ARTICLE 21 - VOLUNTARY SEPARATION ALLOWANCE LUMP SUM - PROTECTED EMPLOYEES

Section 1 -

- A. In order to expedite attrition, the Carrier shall offer Protected Employees at the various terminals i.e. Norpaull, Argo, Blue Island and Gibson, the opportunity to accept a Voluntary Separation Allowance Lump Sum in the gross amount of Fifty Thousand Dollars (\$50,000.00), less appropriate deductions, in accordance with the provisions as set forth in this Article.
- B. The Voluntary Separation Allowance Lump Sum shall be offered to employees at the various terminals in seniority order.

C. The total number of Voluntary Separation Allowance Lump Sums granted in accordance with the provisions as set forth in this Article and the total number of Dismissal Allowances in accordance with the provisions as set forth in Article 22, combined, shall not exceed the number of employees as set forth below unless otherwise increased at the discretion of the Carrier:

Norpaul	-	Fifteen (15)	Protected Employees
Argo	-	Three (3)	Protected Employees
Blue Island	-	Fifteen (15)	Protected Employees
Gibson	-	Fifteen (15)	Protected Employees

Section 2 -

Employees shall be eligible for the Voluntary Separation Allowance Lump Sum if they have a seniority date on one or more of the various yard seniority rosters i.e. Norpaul, Argo, Blue Island and/or Gibson, on or prior to August 15, 1985, are either currently in a Furloughed Status or have been in active service as a Yardman on August 28, 1992 and thereafter, and makes application in accordance with Section 4, of this Article.

Section 3 -

Upon ratification of this Agreement, the Carrier shall promptly post a notice at the various seniority districts and at all of the on/off duty points requesting applications for the Voluntary Separation Allowance Lump Sum.

NOTE: The Carrier shall ensure that these notices are displayed on a daily basis (twenty-four (24) hours per day).

Section 4 -

Employees desirous of accepting this offer shall submit an application to Carrier Manager Labor Relations/Personnel no later than 12:00 Noon on Friday, September 2, 1992. The application attached hereto which is identified as "Voluntary Separation Allowance Lump Sum Application - Protected Employee", shall be utilized to apply for a Voluntary Separation Allowance Lump Sum. This application shall be made a part hereof, to the same extent, as if included herein.

NOTE: Employees may also obtain this application by contacting the Manager of Labor Relations/Personnel, if necessary.

Section 5 -

A. Employees who applied for and are granted the Voluntary Separation Allowance Lump Sum shall receive the Fifty Thousand Dollar (\$50,000.00) Lump Sum Payment and shall resign from the service of the Carrier and relinquish any and all seniority rights with the Carrier effective September 30, 1992.

NOTE: Employees who are granted the Voluntary Separation Allowance Lump Sum shall receive payment by separate check on or prior to October 10, 1992.

- B. Employees who applied for and are granted the Voluntary Separation Allowance Lump Sum shall receive their 1992 and 1993 Vacation Allowance and/or the balance thereof, if any.

NOTE 1: Employees who receive their 1992 and 1993 Vacation Allowance and/or the balance thereof, if any, shall receive payment by separate check on or prior to October 10, 1992.

NOTE 2: The Voluntary Separation Allowance Lump Sum shall not be included and/or utilized in the computing of vacation payments.

ARTICLE 22 - DISMISSAL ALLOWANCE

Section 1 -

- A. In order to expedite attrition, the Carrier shall offer eligible Protected Employees at the various seniority districts, i.e. Norpaul, Argo Blue Island, and Gibson, a Dismissal Allowance in the gross amount of Fifty Thousand Dollar (\$50,000.00), less appropriate deductions. Eligible Yardmen may receive the Dismissal Allowance in not to exceed twenty-four (24) equal semi-monthly installments, in not to exceed a twelve (12) month period of time.

NOTE: Yardmen who qualify for the Dismissal Allowance shall be required to pay full union dues while receiving the semi-monthly installments.

- B. The Dismissal Allowance shall be offered to employees at the various terminals in seniority order.
- C. Commencing on October 1, 1992, Dismissal Allowance semi-monthly installment payments shall be paid with the regular semi-monthly payroll periods.
- D. Employees who have applied for and are granted the Dismissal Allowance shall receive continuation of coverage under the Group Plan of Comprehensive Medical and Dental Insurance that is in effect for active Yardmen in yard service (currently Travelers GA-23000 and Aetna GP-12000) for the same period of time that the semi-monthly installments are being paid.
- E. Employees who applied for and are granted the Dismissal Allowance shall receive their semi-monthly installment payments by U.S. Mail if a request is made in writing to the Carrier by such employee.
- F. Employees who applied for and are granted the Dismissal Allowance shall receive and acquire creditable service months in connection with the application of the Railroad Retirement Act.
- G. Employees who applied for and are granted the Dismissal Allowance shall not receive any benefits from the Carrier except as provided for in this Agreement.
- H. The total number of Dismissal Allowances granted in accordance with the provisions as set forth in this Article and the total number of Voluntary Separation Allowance Lump Sums granted in accordance with the provisions as set forth in Article 21, combined, shall not exceed the number of employees as set forth below unless otherwise increased at the discretion of the Carrier:

Norpaul	-	Fifteen (15) Protected Employees
Argo	-	Three (3) Protected Employees
Blue Island	-	Fifteen (15) Protected Employees
Gibson	-	Fifteen (15) Protected Employees

Section 2 -

Employees shall be eligible for the Dismissal Allowance if they have a seniority date on one or more of the various yard seniority rosters i.e., Norpaul, Argo, Blue Island and/or Gibson, prior to August 15, 1985, are either currently in a Furloughed Status or have been in active service as a Yardman on August 28, 1992 and thereafter, and makes application in accordance with Section 4 of this Article

Section 3 -

Upon ratification of this Agreement, the Carrier shall promptly post a notice at the various seniority districts at all of the on/off duty points requesting applications for the Dismissal Allowance.

NOTE: The Carrier shall ensure that these notices are displayed on a daily basis (twenty-four (24) hours per day.)

Section 4 -

Employees desirous of accepting this offer shall submit an application to Carrier' Manager Labor Relations/Personnel no later than 12:00 Noon, Friday, September 25, 1992. The application attached hereto, which is identified as "Dismissal Allowance Application - Protected Employee", shall be utilized to apply for a Dismissal Allowance. This application shall be made a part hereof, to the same extent, as i included herein.

NOTE: Employees may also obtain this application by contacting the Manager of Labor Relations/Personnel, if necessary.

Section 5 -

- A. Employees who applied for and are granted the Dismissal Allowance shall receive the Fifty Thousand Dollar (\$50,000.00) Dismissal Allowance, and this shall comply with the provisions as set forth in Section 211.9 of the Regulations of the Railroad Retirement Board.
- B. Employees who applied for and are granted the Dismissal Allowance shall resign from the service of the Carrier effective on the date of their last Dismissal Allowance Payment that such Protected Employees receive.
- C. Employees who applied for and are granted the Dismissal Allowance cannot voluntarily return to service or exercise any seniority rights.
- D. Employees who applied for and are granted the Dismissal Allowance shall remain subject to recall to service solely at the discretion of the Carrier until such time their last semi-monthly Dismissal Allowance Payment is made. Failure to respond to recall shall result in the termination of all future semi-monthly Dismissal Allowance Payments.

NOTE: In the event an employee is recalled to service, such employee shall return to active service within thirty (30) days of written notification of recall. Written notification shall be made utilizing U.S. Certified Mail. Failing to return to active service in accordance with the provisions as set forth herein shall result in the forfeiture of seniority rights by the employee.

- E. In the event the death occurs of an employee who applied for and was granted the Dismissal Allowance, the estate of such employee shall receive a single payment equalling the remaining balance, (less appropriate deductions).

Section 6 -

- A. Employees who applied for and are granted the Dismissal Allowance shall receive their 1992 and 1993 Vacation Allowance and/or the balance thereof if any.

NOTE 1: Employees who receive their 1992 and 1993 Vacation Allowance and/or the balance thereof, if any, shall receive payment by separate check on or prior to October 10, 1992.

NOTE 2: The Dismissal Allowance shall not be included and/or utilized in any calculation of vacation payments.

ARTICLE 23 - VOLUNTARY SEPARATION ALLOWANCE LUMP SUM
LIMITED RIGHTS PROTECTED EMPLOYEES

Section 1 -

- A. In order to expedite attrition, the Carrier shall offer eligible Limited Rights Protected Employees at the various terminals i.e. Norpaul, Argo, Blue Island and Gibson, the opportunity to accept a Voluntary Separation Allowance Lump Sum in the gross amount of Ten Thousand Dollars (\$10,000.00), less appropriate deductions, in accordance with the provisions as set forth in this Article.
- B. The Voluntary Separation Allowance Lump Sum shall be made to all employees at the various terminals.

Section 2 -

Employees shall be eligible for the Voluntary Separation Allowance Lump Sum if they have a seniority date on one or more of the various yard seniority rosters i.e. Norpaul, Argo, Blue Island and/or Gibson, subsequent to August 15, 1985, and on or prior to the effective date of this Agreement, are either currently in a Furlough Status or have been in active service as a Yardman on August 28, 1992 and thereafter, and makes application in accordance with Section 4 of this Article.

Section 3 -

Upon ratification of this Agreement, the Carrier shall promptly post a notice at the various seniority districts and at all of the on/off duty points requesting applications for the Voluntary Separation Allowance Lump Sum.

NOTE: The Carrier shall insure that these notices are displayed on a daily basis (twenty-four (24) hours per day.)

Section 4 -

Employees desirous of the Voluntary Separation Allowance Lump Sum shall submit an application to Carrier's Manager Labor Relations/Personnel no later than 12:00 Noon on Friday, September 25, 1992. The application attached hereto which is identified as "Voluntary Separation Allowance Lump Sum Application - Limited Rights Protected Employee", shall be utilized to apply for a Voluntary Separation Allowance Lump Sum. This application shall be made a part hereof, to the same extent, as if included herein.

NOTE: Employees may also obtain this application by contacting the Manager of Labor Relations/Personnel, if necessary.

Section 5 -

- A. Employees who applied for and are granted the Voluntary Separation Allowance Lump Sum shall receive the Ten Thousand Dollar (\$10,000.00) Lump Sum Payment and shall resign from the service of the Carrier and relinquish any and all seniority rights with the Carrier effective September 30, 1992.

NOTE: Employees who receive the Voluntary Separation Allowance Lump Sum shall receive payment by separate check on or prior to October 10, 1992.

- B. Employees who applied for and are granted the Voluntary Separation Allowance Lump Sum shall receive their 1992 and 1993 Vacation Allowance and/or the balance thereof if any.

NOTE 1: Employees who receive their 1992 and 1993 Vacation Allowance and/or the balance thereof, if any, shall receive payment by separate check on or prior to October 10, 1992.

NOTE 2: The Voluntary Separation Allowance Lump Sum shall not be included and/or utilized in any calculation of vacation payments.

ARTICLE 24 - VOLUNTARY SEPARATION ALLOWANCE

To further expedite attrition, an individual Protected Employee or Limited Rights Protected Employee may request or may be offered by the Carrier, in seniority order, at any district, an opportunity for Voluntary Early Separation and accept Voluntary Separation Lump Sum Allowance and other considerations in lieu of all other benefits and protection provided for under this Agreement. Such employee shall be given an opportunity to elect hospital-surgical and dental coverage for himself and his dependents in lieu of a portion or all of the Separation Allowance agreed upon if he/she so desires.

Such request or offer for early Voluntary Separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Manager Labor Relations/Personnel.

ARTICLE 25 - SIGNING BONUS PAYMENT

Section 1 -

Yardmen shall receive a one time lump sum Signing Bonus Payment in the gross amount of \$3,000.00 provided that such Yardman is in active service as a Yardman on September 22, 1992, and provided that the Carrier is notified on or prior to September 22, 1992, that this Agreement is ratified and shall become effective October 1, 1992. Yardmen shall be paid the Signing Bonus Payment by separate check no later than thirty (30) days subsequent to the effective date of this Agreement

Section 2 -

Yardmen who do not qualify for the Signing Bonus Payment under Section 1 because they are on approved leave of absence, are furloughed, or out of service for discipline reasons at the time of ratification shall, upon returning to active service as a Yardman, be entitled to receive the Signing Bonus Payment as provided for in Section 1 of this Article. Such Yardmen must remain in active service for sixty (60) consecutive days as a Yardman, or in Voluntary Reserve Board Status, or a combination of both upon returning to active service in order to qualify for the Signing Bonus Payment.

Section 3 -

Yardmen who do not qualify for the Signing Bonus Payment provided for in Section 1 of this Article because they have seniority in other craft(s) and are working in one of those other craft(s) at the time of ratification shall, upon returning to active service as a Yardman, be entitled to receive the Signing Bonus Payment provided for in Section 1 of this Article. Such Yardmen must remain in active service for sixty (60) consecutive days as a Yardman, or Voluntary Reserve Board Status, or a combination of both upon returning to active service in order to qualify for the Signing Bonus Payment.

Section 4 -

Yardmen who qualify for the Signing Bonus Payment provided for in this Article pursuant to Section 2 or Section 3 above, must claim the payment in writing within sixty (60) days of the date on which they become qualified for the Signing Bonus Payment. Such Yardmen shall be paid the Signing Bonus Payment by separate check no later than thirty (30) days subsequent to their request for payment.

ARTICLE 26 - COMPLEXITIES

The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent, purpose, and the rights and responsibilities of the parties thereunder, arrangements shall be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application shall be handled expeditiously in conference by the General Chairperson, UTU(y), and Carrier's Manager Labor Relations/Personnel. Such conferences shall be held promptly at the request of either party.

ARTICLE 27 - MORATORIUM

The parties to this Agreement shall not serve nor progress prior to the attrition of all Protected Employees and Limited Rights Protected Employees any notice or proposal for changing any of the specific provisions of this Agreement.

NOTE: This Article shall not bar the parties from making changes in the above provisions by mutual agreement.


ARTICLE 28 - EFFECT OF THIS AGREEMENT

This Agreement disposes of all pending Section 6 Notices, if any, pertaining to th consists of crews and shall become effective October 1, 1992, and shall continue i effect until revised or amended by agreement of the parties signatory hereto, or i accordance with the Railway Labor Act as amended, and shall supersede all other Agreements, Rules and/or Understandings which are in conflict herewith.

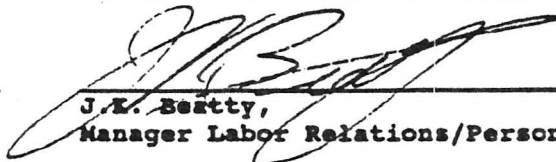
Signed at Hammond, Indiana, this 31 day of August, 1992.

UNITED TRANSPORTATION UNION (y)

INDIANA HARBOR BELT RAILROAD



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



J.K. Beatty,
Manager Labor Relations/Personnel



G.F. Babiarz,
Vice General Chairman, UTU(y)

APPROVED:



C.H. Allen,
General Manager

Formula for Guaranteed Daily Rate of Pay

Base on a 5 Man X-Board and the 7/1/91 Pay Schedule

Day	X-Man(1)	X-Man(2)	X-Man(3)	X-Man(4)	X-Man(5)	
1	NA	9hrs F L 160.16	A	13hrs H 232.50	11hrs H RTCA PSSA L 238.75	
2	12hrs H 210.00	10hrs H 165.00	11.5hrs F 207.03	A	A	
3	A	A	8hrs FOA PSSA 180.00	8hrs FOA PSSA 180.00	12hrs H 210.00	
4	A	A	10hrs H RTCA PSSA L 216.25	8hrs FOA PSSA 180.00	8hrs FOA PSSA 180.00	
5	A	10hrs H RTCA PSSA L 216.25	NA	11hrs F RTCA PSSA L 247.03	6hrs FOA PSSA 180.00	
6	11hrs F RTCA PSSA L 247.03	NA	NA	11hrs FOA PSSA 250.31	12hrs F 218.75	
7	10hrs FOA PSSA 226.88	NA	NA	A	8.5hrs H 131.25	
8	12hrs H 210.00	11hrs H RTCA PSSA L 238.75	A	A	10hrs H RTCA PSSA L 216.25	
9	10hrs H RTCA PSSA L 216.25	11hrs FOA PSSA 250.31	12hrs F 218.75	12hrs F 218.75	11hrs FOA PSSA 250.31	
10	8hrs FOA PSSA 180.00	8hrs FOA PSSA 180.00	10hrs FOA PSSA 226.88	8.5hrs H 131.25	A	
11	A	13hrs H 232.50	A	A	A	
12	A	8hrs FOA PSSA 180.00	A	A	8hrs FOA PSSA 180.00	
13	A	11hrs F RTCA PSSA L 247.03	NA	10hrs H RTCA PSSA L 216.25	A	
14	A	A	A	A	A	
15	11hrs H RTCA PSSA L 238.75	A	11hrs FOA PSSA 250.31	A	A	
Starts	7 Starts	9 Starts	6 Starts	8 Starts	9 Starts	39 Starts
Comp.	\$1,528.91	\$1,870.00	\$1,299.22	\$1,656.09	\$1,805.31	\$8,159.53
G Starts	3 Starts	0 Starts	1 Start	3 Starts	2 Starts	
G Comp.	\$651.30	\$0.00	\$217.10	\$651.30	\$434.20	
Total	\$2,180.21	\$1,870.00	\$1,516.32	\$2,307.39	\$2,239.51	

GDR from the previous pay period = \$217.10

GDR for the next pay period = (Total Comp / Total Starts)
\$209.22 = (\$8159.53 / 39)

- Note:**
- NA = Not Available (Midnight to Midnight)
 - A = Available (Midnight to Midnight)
 - H = Helper Rate
 - F = Foreman Rate
 - L = Lunch
 - RTCA = Reduced Train Crew Allowance \$15
 - FOA = Foreman Only Allowance \$30
 - PSSA = Productivity Savings Share Allowance \$25
 - GDR = Guaranteed Daily Rate
 - G Starts = Guaranteed Starts
 - G Comp = GDR x G Starts

Formula for Guaranteed Daily Rate of Pay

Base on a 5 Man X-Board and the 7/1/91 Pay Schedule

Day	X-Man(1)	X-Man(2)	X-Man(3)	X-Man(4)	X-Man(5)	
16	NA	9hrs F L 160.16	14hrs H 255.00	9hrs F L 160.16	A	
17	13hrs F 242.19	A	11hrs FOA PSSA 250.31	NA	12hrs H 210.00	
18	12hrs H 210.00	12hrs F 218.75	NA	12hrs H 210.00	11hrs FOA PSSA 250.31	
19	11hrs F RTCA PSSA L 247.03	A	11hrs F RTCA PSSA L 247.03	NA	11.5hrs F 207.03	
20	NA	12hrs H 210.00	10hrs H RTCA PSSA L 216.25	8hrs F 120.00	A	
21	12hrs H 210.00	11hrs FOA PSSA 250.31	A	11hrs FOA PSSA 250.31	A	
22	11.5hrs F 207.03	10hrs H 165.00	A	14hrs FOA PSSA 320.63	A	
23	10hrs H RTCA PSSA L 216.25	8hrs FOA PSSA 180.00	8hrs FOA PSSA 180.00	11.5hrs F 207.03	A	
24	11hrs H RTCA PSSA L 238.75	A	11.5hrs F 207.03	A	A	
25	12hrs H 210.00	13hrs H 232.50	A	A	11.5hrs F 207.03	
26	11hrs FOA PSSA 250.31	10hrs H RTCA PSSA L 216.25	A	A	A	
27	12hrs H 210.00	A	A	11hrs F RTCA PSSA L 247.03	A	
28	9hrs F L 160.16	A	13hrs FOA PSSA 297.19	11hrs H RTCA PSSA L 238.75	A	
29	A	A	8hrs FOA PSSA 180.00	A	11hrs FOA PSSA 250.31	
30	A	11hrs FOA PSSA 250.31	10hrs H RTCA PSSA L 216.25	8hrs FOA PSSA 180.00	11hrs F RTCA PSSA L 247.03	
31	A	12hrs H 210.00	A	11hrs FOA PSSA 250.31	9hrs F L 160.16	
Starts	11 Starts	10 Starts	9 Starts	10 Starts	7 Starts	47 Starts
Comp.	\$2,401.72	\$2,093.28	\$2,049.06	\$2,184.22	\$1,531.87	\$10,260.15
G Starts	0 Starts	1 Start	1 Start	0 Starts	4 Starts	
G Comp.	\$0.00	\$209.22	\$209.22	\$0.00	\$836.88	
Total	\$2,401.72	\$2,302.50	\$2,258.28	\$2,184.22	\$2,368.75	

GDR from the previous pay period = \$209.22

GDR for the next pay period = (Total Comp / Total Starts)
\$218.30 = (\$10260.15 / 47)

- Note:
- NA = Not Available (Midnight to Midnight)
 - A = Available (Midnight to Midnight)
 - H= Helper Rate
 - F = Foreman Rate
 - L = Lunch
 - RTCA = Reduced Train Crew Allowance \$15
 - FOA = Foreman Only Allowance \$30
 - PSSA = Productivity Savings Share Allowance \$25
 - GDR = Guaranteed Daily Rate
 - G Starts = Guaranteed Starts
 - G Comp = GDR x G Starts



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

August 28, 1992

Side Letter #1 (Crew Consist)

Mr. P.D. Drennan
General Chairman, UTU(y)
533 South Tower
1000 E. 80th Place
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our several discussions and our understanding, that the Crew Consist Agreement of October 1, 1992, shall not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "Protected Employees" and/or "Limited Rights Protected Employees".

If at any time you feel this commitment is not being honored, a prompt conference shall be afforded to review the matter and steps shall be taken to alleviate the complaint.

This understanding between the parties is made a part of the Crew Consist Agreement, Part Two, dated October 1, 1992, to the same extent, as if included therein.

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

Sincerely,

J.K. BEATTY
Manager Labor
Relations/Personnel

I agree:

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



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

August 28, 1992

Side Letter #2 (Crew Consist)

Mr. P.D. Drennan
General Chairman, UTU(y)
533 South Tower
1000 E. 80th Place
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the October 1, 1992 Crew Consist Agreement with respect to interpretation of the word "emergency" as used in the Crew Consist Agreement dated October 1, 1992.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition:

"Emergency....a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all or the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries an/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
4. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NOT EMERGENCIES

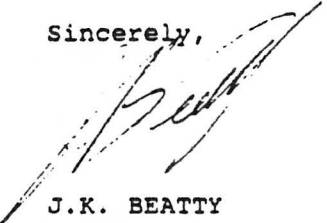
1. No operable radio available.
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.

3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

This understanding between the parties is made a part of the Crew Consist Agreement, Part Two, dated October 1, 1992, is made a part thereof, to the same extent, as if included therein.

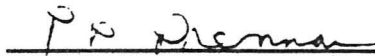
Please indicate your agreement by signing your name in the space provided below.

Sincerely,



J.K. BEATTY
Manager Labor
Relations/Personnel

I agree:



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



INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

August 28, 1992

Side Letter #3 (Crew Consist)

Mr. P.D. Drennan
General Chairman, UTU(y)
533 South Tower
1000 E. 80th Place
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the Crew Consist Agreement dated October 1, 1992, in regards to Article 20, Section 10. It is understood that duly accredited UTU(y) Representatives shall be eligible for Voluntary Reserve Board Status and their duties to represent shall not be considered in conflict of interest.

This understanding between the parties is made a part of the Crew Consist Agreement, Part Two, dated October 1, 1992, to the same extent, as if included therein.

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

Sincerely,

J.K. BEATTY
Manager Labor
Relations/Personnel

I Agree:

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



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

August 28, 1992

Side Letter #4 (Crew Consist)

Mr. P.D. Drennan
General Chairman, UTU(y)
533 South Tower
1000 E. 80th Place
Merrillville, IN 46410

Dear Mr. Drennan:

This will confirm our understanding reached during the negotiations of the Crew Consist Agreement dated October 1, 1992, that in the event a Guaranteed Extra Board or Extra Board is exhausted, the Carrier shall have the option of utilizing either Article 16 or Article 18 in filling Yardmen vacancies in connection therewith.

This understanding between the parties is made a part of the Crew Consist Agreement, Part Two, dated October 1, 1992, to the same extent, as if included therein.

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

Sincerely,

J.K. BENTTY
Manager Labor
Relations/Personnel

I Agree:

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