



# INDIANA HARBOR BELT RAILROAD COMPANY

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

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August 28, 1992

Side letter #2

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

Dear Mr. Drennan:

This refers to the lump sum payments provided for in Part I, Article II of this Agreement dated October 1, 1992.

Sections 1 to 4, inclusive, of Part A of Article II - Cost-of-Living Payments are structured so as to provide lump sum payments that are essentially based on the number of straight time hours credited to an employee during a specified 12-month base period. Section 7 provides that all of these lump sum payments are payable to an employee who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payment. Thus, for example, under Section 1 of Part A of Article II, except for an employee who has retired or died, the Agreement requires that an employee have an employment relationship as of July 1, 1992, in order to receive a lump sum payment which will be based essentially on the number of straight time hours credited to such employee during a period running from April 1, 1991 through March 31, 1992.

The intervals between the close of the measurement periods and the actual payments established in the 1985-86 National Agreements were in part a convenience to the carriers in order that there be adequate time to make the necessary calculations.

In recognition of this, we again confirm the understanding that an individual having an employment relationship with a carrier on the last day of a particular measurement period will not be disqualified from receiving the lump sum (or portion thereof) provided for in the event his employment relationship is terminated following the last day of the measurement period but prior to the payment due date.

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

Very truly yours,

  
J.K. Beatty  
Manager Labor Relations/Personnel

I agree:

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