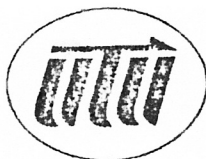


ADDRESS:  
P.O. Box 3695  
Oak Brook, IL 60521



TELEPHONE:  
312/887-9096

## *united transportation union*

GENERAL COMMITTEE OF ADJUSTMENT  
INDIANA HARBOR BELT RAILROAD

August 29, 1985

Mr. J. K. Beatty  
Manager of Labor Relations

Mr. A. B. Cravens  
General Manager  
Indiana Harbor Belt Railroad  
2721 - 161st Street  
Post Office Box 389  
Hammond, Indiana 46325



Dear Sirs:

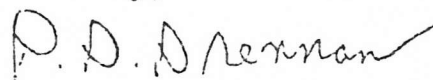
Please be advised that all of the Labor agreements, including letters of understanding executed on August 15, 1985, have been ratified by the General Committee of Adjustment UTU(T). The agreements are as follows:

1. The settlement of the IHB Wage Modification Agreement dated March 3, 1983 and subsequently executed by the UTU-T on February 6, 1984. This agreement becomes effective on August 15, 1985, and shall remain in effect until and unless changed under the provisions of the Railway Labor Act, as amended.
2. Crew Consist Agreement between Indiana Harbor Belt Railroad Company and its employees represented by United Transportation Union and also the letters of understanding and the questions and answers contained therein.
3. Caboose Removal Agreement between Indiana Harbor Belt Railroad and United Transportation Union (T) and also Appendix A contained therein and also the definition of Rule 106 - Equipment on Engines, contained in your letter dated August 20, 1985 bearing File: LA-11 Caboose Removal Agreement.
4. Our understanding reached in conference on August 15, 1985, at Hammond, Indiana, wherein it was agreed the Carrier shall effective August 16, 1985, re-establish two (2) outer belt transfer assignments operating out of Argo, Illinois pending adjudication of the "abolishment dispute," by a Special Board of Adjustment.

Mr. J. K. Beatty  
Mr. A. B. Cravens  
August 28, 1985  
Page Two

Trusting that this is proper notification to the Carrier that the aforementioned agreements, including letters of understanding executed on August 15, 1985, have been ratified by the General Committee of Adjustment UTU(T) and may be implemented accordingly.

Sincerely,



P. D. Drennan  
General Chairman  
UTU(T) - IHB

PDD/bm

cc: F. A. Hardin, President UTU  
G. T. DuBose, Vice President UTU  
G. F. Babiarz, Vice General Chairman UTU(T)  
R. Kaiser, Secretary, General Committee of Adjustment UTU(T)  
L. A. Rybarczyk, General Committeeman UTU(T)  
R. Lambert, General Committeeman UTU(T)  
M. Bossinger, General Committeeman UTU(T)  
All Secretaries of Locals 1421, 1883, 1381  
File

CABOOSE REMOVAL AGREEMENT

between

INDIANA HARBOR BELT RAILROAD

and

UNITED TRANSPORTATION UNION (T)

On June 14, 1984, pursuant to Article X (Caboose) of the UTU-NRLC National Agreement dated October 15, 1982, the Carrier served notice for removal of cabooses. The following is an agreement to provide for such removal.

A. Effective September 1, 1985, the Carrier may remove all cabooses from its Outer Belt Transfer assignments. The remaining cabooses now required on Yard and Industrial assignments may be removed under the provisions of Section 5, Article X of the October 15, 1982 UTU-NRLC National Agreement subject to the following:

- (1) The Carrier shall post a bulletin at all on/off duty points designating the assignments to be operated without a caboose. The General Chairman (T) and Local Chairmen (T) shall be provided with a copy.
- (2) In removing any of the remaining cabooses, the Carrier shall provide the General Chairman (T) with a written notice of cabooses to be removed under Section 5 of Article X. The General Chairman (T) shall be given the opportunity to inspect the caboose prior to being removed from service and discuss the basis of the Carrier's decision with the designated Carrier officer. In the event the parties disagree as to the condition of the caboose, the Organization may progress the dispute under the required grievance procedure.

B. The removal of cabooses provided for herein shall be subject to the following principles of cabooseseless operation:

- (1) Ground crew members of assignments operated without a caboose shall not, as a result of the elimination of the caboose, be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances. "Extended distances" as used herein shall not exceed one mile and are subject to a prudent rule of reason. Disputes involving "extended distances" may be handled in an expedited manner in accordance with procedures under Appendix "A" herein.
- (2) Ground crew members of assignments operated without cabooses shall not be required to stand by waiting (for cars or trains) for more than 30 minutes during adverse weather conditions where crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such waiting time. Disputes involving excessive waiting time may be handled under Appendix "A" herein.
- (3) Ground crew members of assignments operated without cabooses shall be provided seating on the locomotive consist as provided under Rule 106 of the Agreement dated September 1, 1981 between the United Transportation Union (C&T) and the Consolidated Rail Corporation.
- (4) Ground crew members of assignments operated without cabooses shall be furnished adequate storage space for personal gear and work equipment on the locomotive consist.

- (5) Operating rules, general orders and special instructions must be revised, where appropriate, to accommodate operations without cabooses prior to implementation of caboosless operation under this agreement.
- (6) Clean, sanitary and operative toilet facilities and an adequate supply of cooled sanitary drinking water shall be provided for ground crew members on the locomotive consist on assignments operated without cabooses under this agreement. Note: The requirement for toilets shall apply where the caboose removed had operative toilet facilities.
- (7) Ground crew members of assignments covered by this agreement which are operated without a caboose shall not be required to leave their on duty point or the location where train was received if:
  - (a) There are insufficient seats on the locomotive consist for the entire ground crew as required under Item 3, or
  - (b) there is insufficient heat (as defined by the Federal Railroad Administration) on the locomotive(s) where the ground crew is required to ride, or
  - (c) the locomotive consist is without drinking water or a toilet as required under Item 6.

This Item (7) shall be invoked only in good faith and where a reasonable person would conclude that the Carrier is in substantial noncompliance. The employee shall notify the Carrier designated representative at the earliest possible time of any existing or potential insufficiencies which may lead to invocation of this Item.

(8)

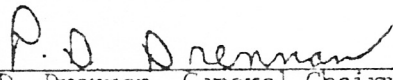
- (a) At points where other appropriate personnel are on duty, ground crew members shall not be required to service, place, move, attach or remove protective devices at the rear of the last car of trains operated without cabooses.
- (b) Ground crew members shall not be held responsible for a malfunction of the rear-end protective device after their train departs the initial location, provided they have handled the protective device properly.
- (c) Where an employee other than a member of the ground crew has placed the rear-end protective device, the ground crew shall not be responsible for knowing that the device is operating at the point of origin unless specifically requested to check the device.
- (d) The Carrier has indicated that the device to be used shall not exceed 40 pounds. In order to minimize inconvenience resulting from handling this device, the Carrier shall make every reasonable effort to permit ground crews to perform the work by the less onerous method. In addition, the parties are urged to use their best efforts to jointly explore technological advances with a goal of reducing the weight of such devices through further negotiations when appropriate and timely to do so.

(e) Disputes involving the "rear-end protective device" may be handled in an expedited manner in accordance with procedures under Appendix "A" herein.

This agreement becomes effective on September 1, 1985, and shall remain in effect until and unless changed under the provisions of the Railway Labor Act, as amended.

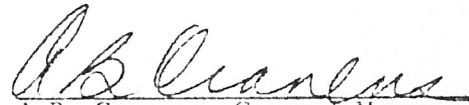
Signed at Hammond, Indiana, this 15th day of August, 1985.

UNITED TRANSPORTATION UNION (T)


  
P.D. Drennan, General Chairman

INDIANA HARBOR BELT RAILROAD COMPANY

  
J.K. Beatty, Manager - Labor Relations & Personnel

  
A.B. Cravens, General Manager

APPROVED:

  
G.T. DuBose, Vice President  
United Transportation Union

INDIANA HARBOR BELT RAILROAD COMPANY  
2721 - 161ST STREET, P.O. BOX 389, HAMMOND, INDIANA 46325

J.K. BEATTY  
MANAGER OF LABOR RELATIONS AND PERSONNEL

H.C. GEORGE  
ASSISTANT MANAGER OF LABOR RELATIONS AND PERSONNEL

August 20, 1985

File: LA-11 Caboose Removal  
Agreement

Mr. P.D. Drennan, General Chairman  
United Transportation Union (T)  
P.O. Box 3695  
Oak Brook, IL 60522-3695

Dear Mr. Drennan:

Section B (3) of the IHB/UITU-T August 15, 1985 Caboose Removal Agreement refers to Rule 106 of the September 1, 1981 Conrail/UTU (CGT) Trainmen's Agreement.

This Rule reads as follows:

"RULE 106 - EQUIPMENT ON ENGINES

"(a) All grab irons, foot boards and walkways on engines will be kept clean.

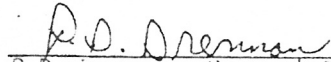
(b) All road freight engines will be equipped with seats for trainmen required to ride the head end of train. Seats will be not less than 17 inches long and 20 inches wide with upholstered seat back and arm rest and maintained in good condition. Seats will be adjustable vertically and from front to back and back rests will be adjustable. Upholstery material used will be perforated.

(c) Yard trainmen will be provided a seat when required to ride on yard locomotives."

Very truly yours,

  
J.K. BEATTY

AGREED

  
P.D. Drennan, General Chairman  
United Transportation Union (T)