



Consolidated Rail System Federation

Affiliated with the AFL-CIO and CLC

Perry K. Geller Sr., General Chairman CRSF
58 Grande Lake Drive, Port Clinton, OH 43452
Phone (419) 734-9811 Fax (419) 734-7267

August 15, 2002

Mr. Steven Powers
Assistant to the President
Brotherhood of Maintenance of Way Employees
150 S. Wacker Drive, Suite 300
Chicago, IL 60606

RE: IHB Completed CBA June 14, 2002

Dear Brother Powers:

I am enclosing the entire Agreement (including the revised work rules) between the IHB and BMWWE effective June 14, 2002 for your files.

If you have any questions, please feel free to contact me. Thanking you in advance for your assistance, I am

Sincerely yours,

A handwritten signature in black ink, appearing to read "Perry K. Geller Sr.", written in a cursive style.

Perry K. Geller Sr.
General Chairman CRSF

c: R. McLean

Chicago

AGREEMENT

Between the

INDIANA HARBOR BELT RAILROAD COMPANY

And its

MAINTENANCE OF WAY EMPLOYEES

Represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

ARTICLE I-WAGES

Section 1-General Wage Increase

Effective retroactively to January 1, 2001, all hourly and monthly rates of pay shall be increased by 3%, less any COLA payment previously made.

Section 2-General Wage Increase

Effective retroactively to July 1, 2001, all hourly and monthly rates of pay shall be increased by 3%, less any COLA payment previously made.

Section 3-General Wage Increase

Effective July 1, 2002, all hourly and monthly rates of pay shall be increased by 3%, less any COLA payment previously made.

Section 4-General Wage Increase

Effective July 1, 2003, all hourly and monthly rates of pay shall be increased by 3%.

Section 5-General Wage Increase

Effective July 1, 2004, all hourly and monthly rates of pay shall be increased by 3%.

The COLA provisions called for in the previous agreement between the Indiana Harbor Belt Railroad and the Brotherhood of Maintenance of Way Employees, dated November 16, 1996, are hereby eliminated.

Section 6-Eligibility for Retroactive General Wage Increase

The retroactive portion of the general wage increase provided for in Section 1 and Section 2 shall be payable only to employees who have an active employment relationship with the company on the date of this agreement or to employees who have retired or died subsequent to January 1, 2001. Having active relationship includes those employees who are furloughed, on leave of absence, or subsequently returned to service from suspension or dismissal.

Section 7-General

The payments due to eligible employees under Section 1 and 2 of this Article I shall be payable within ninety (90) days from the date the company received written advice of the ratification of this agreement.

ARTICLE II

- (a) The parties of this agreement recognize that they shall participate in the National Healthcare and Welfare Plan including dental benefits and vision care, the National Supplemental Sickness Plan, the National Off-Track Vehicle Plan, and National Time-Off With Pay Agreements and National Job Stabilization Plans. They shall participate in the above stated National Plans and/or Agreements on a basis equivalent to the agreement reached nationally between BMW and carrier represented by NCCC dated May 31, 2001 except as provided in paragraph (b) below.
- (b) Employee cost sharing provisions shall not extend beyond December 31, 2004 except by subsequent agreement.

ARTICLE III

February 7th Agreement

1. Adopt the Agreement in Mediation Case No. A-7128, dated February 7, 1965, as amended by Article XII, Part A of the Agreement in Mediation Case No. A-12718 (Sub-Nos. 1-8), dated September 26, 1996, except as provided below:
 - (a) Amend Article I, Section 2 to read as follows: Section 2 Seasonal employees, who had compensated service during each of the years 1999, 2000 and 2001 who otherwise meet the definition of "protected" employees under Section 1, will be offered employment in future years at least equivalent to what they performed in 2001 unless or until retired, discharged for cause, or otherwise removed by natural attrition.
2. IHB adopts and becomes a party to the Agreement of October 25, 1996 between the BMW and the National Carriers' Conference Committee establishing Special Board of Adjustment No. 1087.

ARTICLE IV-EFFECTIVE DATE OF AGREEMENT


This Agreement shall become effective upon notification from the BMW on the date the company receives written advice of ratification of this agreement.

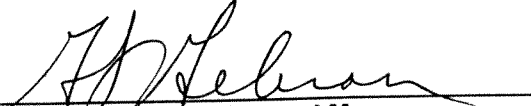
ARTICLE V-MORATORIUM

This agreement is in full and final settlement of the Organization's Section 6 Notices dated November 1, 1999. All rules, practices and agreements in effect between the Indiana Harbor Belt Railroad Company and the Organization, unless specifically modified, changed or abrogated herein, will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended. Neither party shall

serve nor progress any new notices prior to November 1, 2004 and not become effective prior to January 1, 2005.

Signed at Hammond, Indiana this 14th day of June, 2002.


Perry K. Geller, Sr.
General Chairman, CRSF


Gary L. Gibson, General Manager
Indiana Harbor Belt Railroad Company