



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

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May 7, 2004

Mr. Perry K. Geller  
General Chairman CRSF  
58 Grande Lake Drive  
Port Clinton, OH 43452

Dear Mr. Geller:

This will confirm our telephone conversation of April 30, 2004 during which we agreed to the following:

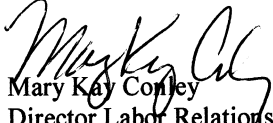
- 1) Paragraph A (1) of Appendix J of the November 16, 1996 agreement between the Carrier and those IHB employees represented by the BMWWE shall be removed and the Foremen for productions gangs shall be assigned in the same manner as other production gang positions.
- 2) Certain portions of the Gibson (East) District territories will now become part of the West District territory. The Kensington Branch and the old Calumet Western tracks will now be considered part of the West District. The East Chicago Belt (ECB) and the East Chicago Belt North, along with those track(s) that serve Indiana Dock will now be part of the East District.
- 3) Rule 25 of the June 14, 2002 agreement between the Carrier and the Organization shall be amended as follows: An employee held out of service shall remain under pay as though he or she were in actual service on his or her regular position unless the employee is medically disqualified. Compensation under this rule shall continue until the decision is rendered following the investigation, unless the employee or his or her duly accredited representative requests a postponement of the employee's investigation. The employee will not be compensated for the period of such postponement.
  - a. In the event of such postponement, the Carrier shall attempt to reschedule the investigation to commence within fifteen (15) days of the date in which the postponement was requested. If the investigation cannot be rescheduled within 15 days through no fault of the charged employee or his or her representative, the employee will again be paid on the first work day after the fifteen (15) day period.
  - b. The Carrier must supply the Organization with all documents that the Carrier believes it will utilize in the investigation, at least five (5) days prior to the hearing date.

This agreement and the provisions contained herein shall terminate upon thirty (30) days written notice from one party to the other.

This agreement shall become effective on May 7, 2004 and shall remain in effect unless terminated as outlined in the above paragraph.

If this accurately reflects your understanding of our discussion, please acknowledge your agreement by signing your name in the space provided below. I have enclosed two original letters. Please keep one letter for your file and return the other to me for my file.

Very truly yours,



Mary Kay Conley  
Director Labor Relations and Human Resources

I agree:



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Perry K. Geller, General Chairman CRSF



# 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

May 24, 2004

To All IHB Local Committees:

Dear Brothers and Sisters:

Recently the BMW Local Committee and Brother Richard McLean met with IHB management concerning a couple of items the IHB wished to change to our agreement. The items are as follows:

- Territory exchange between the West and East Districts
- Foremen position assigned to Production Gangs

Enclosed you will find a copy of a side letter of agreement dated May 7, 2004 concerning the above. First you will note that certain track territories were exchanged between the East and West Districts. This change should be a benefit to both the carrier and the BMW wherein certain employees will not be overlapping between these two boundary lines. The result should also provide some employees being assigned closer to home.

Second, the senior Foremen bidding for the Production Foremen positions will be given the assignments based on their home district seniority, the same as the other production positions.

In exchange for these two accommodations, IHB management has agreed to add new language to Discipline Rule 25. The first change states that any employee who is removed from service pending a hearing, will remain under full pay, (unless the employee is medically disqualified) **until the hearing decision is rendered.**

Second, the IHB must supply the BMW with all documents intended to be used in the hearing **at least five days in advance of the hearing.**

Furthermore, we have a cancellation clause upon thirty days advance notice, that either party can serve. Please keep a copy of this side letter of agreement for your files.

Should you have any questions, feel free to contact Rich McLean or this office.

Sincerely and fraternally yours,



Perry K. Geller Sr.  
General Chairman CRSF

c: R. McLean  
S. Powers

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