



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

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February 1, 2013

Mr. Thomas J. Nemeth  
General Chairman-CRSF  
BMWED of the IBT  
4486 Emerson Rd.  
South Euclid, OH. 44121-3928

Re: Agreement between the IHB Railroad and the BMWED to establish a 2<sup>nd</sup> & 3<sup>rd</sup> Shift at the Hump at Blue Island Yard in Riverdale, IL

Dear Sir:

This will confirm in writing the understanding reached on January 29, 2013, between the Carrier and the Organization concerning the Carrier's need to establish a second and third night shift at Blue Island Hump Yard crew positions in compliance with Rule 12(c) of the BMWED System Agreement effective June 14, 2002, as amended. The positions starting times and work week will be established at the following location effective February 4, 2013 through and including February 4, 2014 as follows:

<u>Location</u>	<u>Position(s)</u>	<u>Assigned Days</u>	<u>Hours</u>
Blue Island Hump Yard	Foreman	Monday-Friday	3:00PM-11:00 PM
	Track Laborer	Monday-Friday	3:00PM-11:00 PM
	Vehicle Operator	Monday-Friday	3:00PM-11:00 PM
Blue Island Hump Yard	Foreman	Monday-Friday	11:00 PM-7:00 AM
	Track Laborer	Monday-Friday	11:00 PM-7:00 AM
	Vehicle Operator	Monday-Friday	11:00 PM-7:00 AM

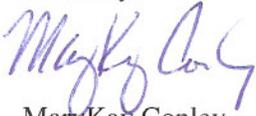
1. Advertised assignments with the starting times and rest days as specified above will be established. Such assignments will form crews hereinafter be referred to as "2<sup>nd</sup> & 3<sup>rd</sup> Shift Night Gangs."
2. The Night Gangs will consist of not less than three (3) employees, and not more than four (4) employees, of which, one employee will be designated as Track Foreman.
3. The normal tour of duty for the night gangs will be five (5) days a week. The hours of assignment will be as noted above with a paid one-half hour for lunch. The rest days will be Saturday and Sunday.
4. The employee's assigned rate of pay will be the rates indicated in the Engineering Rates, effective July 1, 2012, for the respective positions. In addition to their regular rate of pay, the 2<sup>nd</sup> Shift Night Gang employees will receive a \$1.50/ per hour premium pay while assigned to the 2<sup>nd</sup> Shift Night Gang, the 3<sup>rd</sup> Shift Night Gang employees will receive a \$2.00/ per hour premium pay while assigned

to the 3<sup>rd</sup> Shift Night Gang, The \$1.50 & \$2.00/ per hour premium will be rolled into the regular rate of pay and will not be referred to as "differential." The premium pay will not be included for the purpose of GWI or COLA increases.

5. The Night Gang will be governed by the Rules of the BMW Agreement, effective June 14, 2002, as amended. The daytime crews will not be reduced for the purpose of establishing these Night Gangs.
6. Any Night Gang employee, who is required to exercise seniority to a four (4) day assignment, will not lose pay as a result of moving from one assignment to another.
7. This Agreement may be canceled upon twenty (20) days written notice by either party.
8. This Agreement is based on the particular circumstances that exist at this specific location identified above. It is understood that this Agreement shall establish no precedent value in any other forum, except as it relates to the enforcement of this Agreement.

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

Sincerely,



MaryKay Conley  
Director Labor Relations and Human Resources

Accepted:

  
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TJ Nemeth, General Chairman  
Consolidated Rail System Federation

2/1/13  
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Date