



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

APPENDIX L

APPENDIX L OF THE AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD ("THE CARRIER") AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES ("BMWED") AND DATED NOVEMBER 16, 1996, SHALL BE ABROGATED AND THE FOLLOWING SHALL BE IN SUBSTITUTION THEREOF.


1. Effective with the signing of this Agreement, the Carrier shall have the ability to utilize maintenance forces from both districts at all locations so long as the overall minimum force level of 85 is maintained.
2. Effective with the signing of this Agreement, the Carrier shall immediately arrange to recall individuals from furlough in accordance with Rule 4, Section 3 of our Working Agreement dated June 14, 2002 ("the Working Agreement"). Recalls from furlough will continue until the BMWED workforce numbers 85 individuals. If, after the Carrier's attempt to recall employees from furlough, it is unable to attain a BMWED workforce consisting of 85 individuals, the Carrier shall hire a sufficient number of to the BMWED-represented workforce until the workforce numbers 85 employees.
3. Carrier employees represented by the BMWED who do not accept the opportunity to return to active duty from furlough shall be deemed to have failed recall and shall be removed from the appropriate BMWED rosters in accordance with Rule 4 of the Working Agreement.
4. Carrier employees represented by the BMWED who accept recall from furlough and who successfully complete and pass the return from furlough physical examination and drug screen shall receive payment as provided below:
 - a. \$3000 in addition to regular earnings, minus applicable deductions, on the employee's first paycheck after return from furlough;
 - b. \$1,000 in addition to regular earnings, minus applicable deductions, the first paycheck during each calendar month following the month the payment provided in paragraph 4 (a), above, for a total of twelve (12) calendar months.
 - c. Once the payments outlined herein totaling \$15,000 (gross) have been made to those who accept recall from furlough and who meet the requirements provided in this section, payments will cease. Employees recalled from furlough in the future will not receive any such payments under the terms of this agreement.
5. The Carrier may establish Production Forces as defined and outlined in Appendix J of the Working Agreement as needed, provided they consist of sixty (60) regular positions

attached to Appendix L remains as specified therein or as adjusted by agreement between the Carrier and the General Chairman.

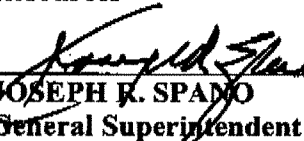
6. In the event the Carrier furloughs employees below the overall minimum force level of 85 or the specific job positions on the attached consist, the District boundaries shall revert to those defined in accordance with Rule 4 of the Working Agreement.
7. This Agreement will not bar the Carrier from furloughs that are necessary for economic reasons. The BMWED may request empirical evidence of the Carrier's economic reasoning for said furloughs. The Carrier shall not unreasonably deny access to such records. The General Chairman shall be notified in writing of any reduction below the minimum force level of 85 at least ten (10) working days prior to the furlough(s). In the event the General Chairman disputes the economic necessity of said furloughs, the Carrier may nevertheless proceed with the furloughs and the Organization may file and progress claims in connection with the Carrier's decision reduce the minimum force level below 85 individuals.
8. Any scheduled or call-out overtime shall be arranged in accordance with Rule 17 and Appendix H of the Working Agreement. Continuous overtime procedures shall apply on any regular tour of duty.
9. The BMWED will withdraw all claims regarding alleged violations of Appendix L submitted since August 19, 2014.

SIGNED THIS 13TH DAY OF NOVEMBER, 2015.

**FOR THE INDIANA HARBOR BELT
RAILROAD:**



MARY KAY CONLEY
 Director Labor Relations & Human
 Resources




JOSEPH R. SPANO
 General Superintendent

**FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY
EMPLOYEES:**



Edward W. Long III
 General Chairman



Sean Gerie
 Vice President

CONSIST - ATTACHMENT TO APPENDIX L

	GIBSON	BLUE ISLAND	NORPAUL/ARGO
FOREMEN	5	4	3
ASST. FOREMAN	1	1	0
TRACKMEN	4	5	2
WELDER	1	2	1
WELDER HELPER	1	2	1
SWING LOADER / END	1	2	1
LOADER	1	2	1
BACKHOE OPERATOR	1	2	1
VEHICLE OPERATOR	3	4	1
LEAD MECHANIC	0	1	0
MECHANIC	1	2	0
B&B FOREMAN	1	1	0
B&B MECHANIC	2	3	0
WATER SERVICE	0	0	0
TOTALS	21	29	10