



MEMORANDUM

June 8, 1998

TO: C.H. Allen
 D.H. Nelson
 M.J. Hilleary

FROM: J.A. Markase *JAM*

SUBJECT: Agreements with the UTU(y) and BLE signed 6-03-98;
 1. I&MRL Interchange Agreement
 2. Separate & Special Agreement concerning new business
obtained from Vulcar Material Company

Enclosed please find a copy of the above mentioned Agreements signed June 3, 1998. If you have any questions, please call me at 219/989-4711.

Enclosures

cc: G.N. Hall
 D.L. Packard
 W. Lemp

AGREEMENT

between the

INDIANA HARBOR BELT RAILROAD COMPANY

and its Employees

represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In order for the Indiana Harbor Belt Railroad Company to obtain new business from Vulcan Material Company, Article VI – Enhanced Customer Service shall hereby be utilized. Therefore, in accordance with the provisions of Article VI – Enhanced Customer Service as contained in the May 1, 1997 Agreement, Part One, between Indiana Harbor Belt Railroad Company and its employees represented by Brotherhood of Locomotive Engineers, the following Special and Separate Agreement is hereby agreed upon:

As a result hereof, the Indiana Harbor Belt Railroad Company has recently obtained new business from Vulcan Material Company in connection with their stone plants located in both South Chicago, Illinois and McCook, Illinois. As a result thereof, the Carrier shall establish a regularly assigned Outer Belt Transfer Assignment alternating and sharing equity between the Gibson Seniority District and the Argo Seniority District. This regularly assigned Outer Belt Transfer Assignment shall be established strictly for the sole purpose of transporting Limestone cars via IHB from the South Chicago Plant to the McCook Plant and then subsequently the return of the Limestone cars from the McCook Plant to the South Chicago Plant.

The specificity's as contained in this Special and Separate Agreement shall commence on or about January 1, 1998 and shall remain in effect in accordance with the provisions as set forth herein.

- I. On or about January 1, 1998, the Carrier shall establish a regularly assigned Outer Belt Transfer Assignment at the Gibson Seniority District alternating with the Argo Seniority District on the first calendar day of each yearly quarter. The following schedule shall be utilized for the purpose of establishing equity between Gibson Seniority District and Argo Seniority District in connection with the establishment of this Outer Belt Transfer Assignment.

NOTE: The starting time of this regularly assigned Outer Belt Transfer Assignment shall be at the prerogative of the Carrier.

- A. On or about January 1, 1998, a regularly assigned Outer Belt Transfer Assignment shall be established at the Gibson Seniority District strictly for the sole purpose of transporting Limestone cars in either direction between South Chicago, Illinois and McCook, Illinois, in order to service Vulcan Material Company. The aforementioned Gibson Outer Belt Transfer Assignment shall commence on or about January 1, 1998 and shall terminate on March 31, 1998.
- B. Commencing April 1, 1998, a regularly assigned Outer Belt Transfer Assignment shall be established at the Argo Seniority District strictly for the sole purpose of transporting Limestone cars in either direction between McCook, Illinois and South Chicago, Illinois, in order to service Vulcan Material Company. The aforementioned Argo Outer Belt Transfer Assignment shall commence on April 1, 1998 and shall terminate on June 30, 1998.

- C. Commencing July 1, 1998, a regularly assigned Outer Belt Transfer Assignment shall be established at the Gibson Seniority District strictly for the sole purpose of transporting Limestone cars in either direction between South Chicago, Illinois and McCook, Illinois, in order to service Vulcan Material Company. The aforementioned Gibson Outer Belt Transfer Assignment shall commence on July 1, 1998 and shall terminate on September 30, 1998.
- D. Commencing October 1, 1998, a regularly assigned Outer Belt Transfer Assignment shall be established at the Argo Seniority District strictly for the sole purpose of transporting Limestone cars in either direction between McCook, Illinois and South Chicago, Illinois, in order to service Vulcan Material Company. The aforementioned Argo Outer Belt Transfer Assignment shall commence on October 1, 1998 and shall terminate on December 31, 1998.

NOTE: The aforementioned Outer Belt Transfer Assignment schedule for the purpose of establishing equity between the Gibson Seniority District and the Argo Seniority District in connection with this Agreement, shall continue in effect on a year to year basis except as provided for in VIII and/or IX, as contained herein.

- II. The Outer Belt Transfer Assignment as established herein shall not be subject to the provisions contained in the Memorandum of Agreement signed February 16, 1994, in connection with Outer Belt Transfer Cancellations.
- III. Article VI - Enhanced Customer Service as contained in the May 1, 1997 Agreement, Part One between IHB and BLE shall be utilized in order to engage in the relaxation of a work rule, specifically switching district boundaries.
- IV. The Outer Belt Transfer Assignment as established herein shall not be required to perform any other service or duties that do not specifically and strictly deal with the transporting of Limestone cars in either direction between South Chicago, Illinois, and McCook, Illinois, in connection with servicing Vulcan Material Company except as provided for in the NOTE below.

NOTE: In the event there are miscellaneous cars on the same track ahead of the Limestone cars located at the facility in South Chicago, Illinois, the Outer Belt Transfer Assignment as established herein shall be required to move and respot such cars in order to accommodate this Limestone movement.

- V. In the event the Outer Belt Transfer Assignment as established herein expires under the Hours of Service Act, the Carrier shall call an Extra Outer Belt Transfer Assignment(s) from the same seniority district that the regularly assigned Outer Belt Transfer Assignment that expired under the Hours of Service Act originated from in order to complete the Limestone movement(s). Such Extra Outer Belt Transfer Assignment(s) shall not be required to perform any other service or duties that do not specifically and strictly deal with the transporting of Limestone cars in either direction between South Chicago, Illinois, and McCook, Illinois, in connection with servicing Vulcan Material Company except as provided for in the NOTE as contained in V. herein.

NOTE: It shall be the prerogative of the Carrier to utilize the provisions of V or VI, as contained herein.

VI. In the event the Outer Belt Transfer Assignment as established herein expires under the Hours of Service Act, the Carrier shall utilize a Yard Assignment and/or an Outer Belt Transfer Assignment in order to complete the Limestone movement(s); however, such Yard Assignment and/or Outer Belt Transfer Assignment shall perform service for the Carrier in connection with this movement in accordance with existing scheduled Agreements between IHB and BLE and the relaxation of existing work rule changes as contained herein shall not apply.

NOTE: It shall be the prerogative of the Carrier to utilize the provisions of V or VI, as contained herein.

VII. Except as provided for and modified herein, all Agreements between IHB and BLE, as well as applicable National Agreements shall remain in full force and effect.

VIII. In the event that the service to Vulcan Material Company is discontinued for any reason for an excess of forty-five (45) consecutive days, or the Outer Belt Transfer Assignment as established herein is cancelled for an excess of forty-five (45) consecutive days, this Agreement and the provisions as set forth herein shall be abrogated and the Carrier shall promptly notify the Organization accordingly.

IX. Except as provided for in VIII as contained herein, this Agreement shall become effective January 1, 1998, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 3RD day of June, 1998.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

R.R. Pasquarella
R.R. Pasquarella, General Chairman

FOR THE INDIANA HARBOR BELT
RAILROAD COMPANY:

J.A. Markase
J.A. Markase, Mgr. of Labor Relations & Personnel -
Contract Administration