

09-30-94

Memorandum of Agreement regarding the movement of steel trains from the UP Railroad for Midwest Steel located at Burns Harbor, Indiana.

Memorandum of Agreement dated 9-30-94, between the IHB and BLE concerning the movement of steel trains from the UP Railroad at Yard Center, Dolton, IL, to the IHB Railroad Company at Hohman Avenue, Hammond, Indiana. WHEREAS steel trains moving from the UP Railroad to IHB for the account of Midwest Steel located at Burns Harbor, Indiana, represents new traffic for the IHB. Agreement dated 9-30-94, remains in effect until and unless a written thirty (30) day advance notice to cancel is served by either of the parties signatory hereto.


December 13, 1993

As Agreed:


Effective December 15, 1993, Notes No. 1, 2, and 3 to Paragraph C, Section III of the Burns Harbor Outer Belt Transfer Assignment Agreement dated April 1, 1993, are hereby abrogated and the following shall apply in their place:

Note No. 1:

Effective December 15, 1993 and thereafter, the applicable Agreements, Rules, and Practices that are in effect by and between the IHB and BLE governing seniority, shall apply; and, the senior Gibson Engineer(s) requesting the Burns Harbor Outer Belt Transfer Assignment(s), shall be permitted to exercise his/her seniority to this assignment(s).



J.S. Perry, General Chairman, BLE



J.K. Beatty, Mgr. Labor Relations/Personnel, IHB

SPECIAL AND SEPARATE AGREEMENT

by and between the

INDIANA HARBOR BELT RAILROAD COMPANY

and its Employees

Represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In connection with the establishment of a Burns Harbor Outer Belt Transfer Assignment(s) at the Gibson Seniority District to accommodate New Business at Burns Harbor, Indiana.

Whereas the Indiana Harbor Belt Railroad Company and Consolidated Rail Corporation have entered into an Agreement dated March 16, 1993, relating to trackage rights over the Chicago Line of Consolidated Rail Corporation ("Owner") between Indiana Harbor, IN, located at Hick Interlocking, Mile Post 503.0 and Burns Harbor, IN, Mile Post 484.0 and in order to secure such trackage rights the Indiana Harbor Belt Railroad Company has petitioned the Interstate Commerce Commission to grant these rights by filing Finance Docket No. 32275, to become effective April 12, 1993, and Whereas the service at Burns Harbor, IN is of mutual interest to the parties signatory hereto.

Signed April 1, 1993

Effective April 2, 1993

Extra

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS IN CONNECTION WITH THE ESTABLISHMENT OF BURNS HARBOR OUTER BELT TRANSFER ASSIGNMENT(S) AT THE GIBSON SENIORITY DISTRICT TO ACCOMMODATE NEW BUSINESS AT BURNS HARBOR, IN.

Whereas the Indiana Harbor Belt Railroad Company and Consolidated Rail Corporation have entered into an Agreement dated March 16, 1993, relating to trackage rights over the Chicago Line of Consolidated Rail Corporation ("Owner") between Indiana Harbor, IN, located at Hick Interlocking, Mile Post 503.0, and Burns Harbor, IN, Mile Post 484.0. In order to secure such trackage rights the Indiana Harbor Belt Railroad Company has petitioned the Interstate Commerce Commission to grant these rights by filing Finance Docket No. 32275, to become effective April 12, 1993, and Whereas the service at Burns Harbor, IN is of mutual interest to the parties signatory hereto; the following is agreed to:

- I. Without waiver to Carrier's right to service the Burns Harbor location with a Gibson Yard Assignment, effective April 12, 1993, the Carrier may establish regularly assigned Outer Belt Transfer Assignment(s) in the Gibson District that shall be manned by a Gibson Engineer(s) and identified as Burns Harbor Outer Belt Transfers. Such Assignment(s) shall accommodate traffic moving to and from Burns Harbor, IN.
 - A. The bulletining of such assignment(s), starting times, on duty points, off days, shall be accomplished in accordance with Agreements, Rules and/or Practices in effect by and between the IHB Railroad and BLE.
 - B. The Carrier may operate extra Burns Harbor Outer Belt Transfer Assignment(s) that shall work in accordance with the terms and conditions contained in this Agreement.
- II. When established, Burns Harbor Outer Belt Transfer Assignment(s):
 - A. Shall be utilized exclusively to move industry and other traffic to and from points within the Gibson District and Burns Harbor, IN.
 - B. May move additional traffic that is destined to Burns Harbor, IN from any point(s) located on the Indiana Harbor Belt Railroad where Outer Belt Transfer Assignments may now pick up traffic in accordance with existing Agreements, Rules, and/or Practices pertaining to such assignments, except that Burns Harbor Outer Belt Transfer Assignment(s) shall not set out cars at any point(s) on the Indiana Harbor Belt Railroad enroute to Burns Harbor, IN.
 - C. May move traffic originating at Burns Harbor, IN to any point(s) on the Indiana Harbor Belt Railroad where an Outer Belt Transfer Assignment may now deliver traffic in accordance with existing Agreements, Rules, and/or Practices pertaining thereto and/or for interchange to connecting Carriers.
 - D. May pick up traffic from within the confines of the Gibson District and deliver this traffic to any point(s) as set forth in Paragraph C. above. However, in the event this occurs, the Carrier shall not cancel any Outer Belt Transfer Assignment(s) at Norpaul, Argo, Blue Island and/or Gibson on that calendar day.
 - E. May set out traffic at points within the confines of the Gibson District that originates at Burns Harbor.

F. May, without prejudice to existing Agreements, Rules and/or Practices relating to yard work and Outer Belt Transfer work on the Indiana Harbor Belt Railroad, Burns Harbor Outer Belt Transfer Assignment(s) may perform yard work within the confines of Burns Harbor, IN, for the purpose of handling their own train and servicing industries at that location. Such assignment(s) however shall not perform yard work while operating within the confines of the Gibson District nor at any other location on the Indiana Harbor Belt Railroad.

III. In anticipation of the establishment of a Burns Harbor Outer Belt Transfer Assignment(s) on April 12, 1993, the following shall apply:

A. On April 2, 1993, the Carrier shall post a notice/bulletin requesting that three (3) Gibson Engineers enroll in a one (1) day training class in order to qualify for the Burns Harbor Outer Belt Transfer Assignment(s). Gibson Engineers desiring to enroll in the one (1) day training class must notify the IHB Crew Dispatcher's Office of their intent on or prior to 2:00 PM on Tuesday, April 6, 1993. The three (3) senior Gibson Engineers requesting such training class shall be notified by the IHB Crew Dispatcher's Office on or prior to 8:00 PM, on April 6, 1993, and shall be notified as to the time and date of such training class. Gibson Engineers enrolled in the one (1) day training class shall be paid the applicable Engineer's rate of pay, plus overtime, if any, and also shall be paid the Reduced Train Crew Allowance (\$14.00).

NOTE 1: The three (3) senior Gibson Engineers requesting such training class shall be trained on either Wednesday, April 7, 1993, or Thursday, April 8, 1993.

NOTE 2: The three (3) senior Gibson Engineers requesting, receiving, and completing such training class shall be considered as a qualified Engineer on the Burns Harbor Outer Belt Transfer Assignment(s).

B. In the event a Gibson Engineer was not enrolled in the one day training class set forth in Paragraph A above, he shall become qualified after he has met the qualifying requirements set by the Consolidated Rail Corporation for foreign line train crews operating over their line of railroad (currently three (3) tours of duty).

C. In the event that a more senior qualified Gibson Engineer is not available or does not make himself available for the Burns Harbor Outer Belt Transfer Assignment(s), the junior, rested, available, qualified Engineer that has completed the training class or has met the Consolidated Rail Corporation requirements for foreign line Engineers operating over their line of railroad shall be required to make themselves available for the assignment upon the request of the Carrier.

NOTE 1: The restrictions and requirements as provided for in III. A, B and C above, shall only apply on April 12, 1993 through and including May 11, 1993, and shall then terminate.

NOTE 2: Subsequent to May 11, 1993, Engineer(s) who bid to perform service on the Burns Harbor Assignment(s) shall, if awarded the assignment(s), shall be required to make themselves available for the assignment(s) for the entire pay period and may not be displaced. Such assignment(s) shall be re-bid for each successive pay period. The provisions as outlined above shall remain in effect through August 14, 1993, unless extended by the parties signatory hereto.

NOTE 3: Commencing with the pay period of August 15, 1993 and thereafter, the applicable Agreements, Rules, and Practices that are in effect by and between the IHB and BLE governing seniority, shall apply; and, the senior Gibson Engineer(s) requesting the Burns Harbor Outer Belt Transfer Assignment(s), shall be permitted to exercise his/her seniority to this assignment(s).

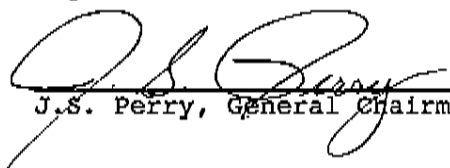
IV. Except as modified herein, all Agreements, Rules, and/or Practices between the IHB and BLE are in full force and effect.

V. Effect of this Agreement

- A.** This Agreement is subject to BLE Membership Ratification. The General Chairman, BLE, shall notify the Carrier on or prior to July 16, 1993, as to the outcome of the Membership Ratification. In the event this Agreement is not ratified by the BLE, this Agreement and all of the provisions contained herein shall become null and void, and be of no application, and shall terminate at 11:59 PM, on July 31, 1993.
- B.** In the event that a Reciprocal Agreement by and between the Indiana Harbor Belt Railroad Company and/or Consolidated Rail Corporation is consummated, this Agreement and all of the provisions contained herein shall terminate, become null and void, and be of no application on the date that the Reciprocal Agreement is implemented.
- C.** In the event the Consolidated Rail Corporation becomes a party to a transaction which conveys ownership or control of its Chicago Line from its connection with trackage which IHB operates at Indiana Harbor, Lake County, Indiana (M.P. 503.0 + or -) to Burns Harbor, Porter County, Indiana (M.P. 484.0 + or -), to another Rail Carrier or Non Rail Entity, this Agreement executed on April 1, 1993, shall automatically terminate without notice on the date of approval by the Interstate Commerce Commission or Agency (Agencies) having jurisdiction, unless otherwise mutually agreed upon by and between the parties signatory hereto.
- D.** In the event that the Interstate Commerce Commission denies the Carrier's petition known as Finance Docket No. 32275, the provisions contained herein shall become null and void, and be of no application, and shall terminate on the date that the Carrier is advised of such denial.
- E.** Except as otherwise provided for under Paragraphs A., B., C., and/or D. above, this Agreement shall become effective on April 2, 1993, and shall remain in effect until and unless changed in accordance with the applicable provisions of the Railway Labor Act as amended.

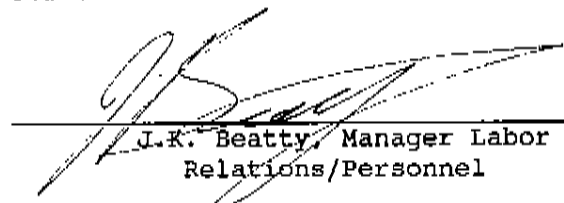
Signed at Hammond, Indiana, this 1st day of April, 1993.

For the Brotherhood of Locomotive Engineers:



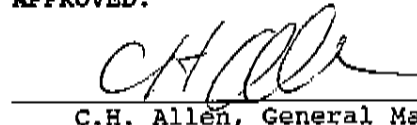
J.S. Perry, General Chairman, BLE

For the Indiana Harbor Belt Railroad Co.:



J.K. Beatty, Manager Labor Relations/Personnel

APPROVED:



C.H. Allen, General Manager, IHB