MODIFIED BY OCTOBER 1, 1992 AGREEMENT- ARTICLE IX-EQUILIZATION OF OUTER BELTS

ABROGATED BY AUGUST 1, 2005 AGREEMENT-SIDE LETTER #9 EFFECTIVE JANUARY 2, 2021

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS TRAINMEN EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION WITH RESPECT TO THE EQUALIZATION OF BELT TRANSFER CREWS BETWEEN THE GIBSON, BLUE ISLAND, ARGO AND NORPAUL DISTRICTS

## IT IS AGREED:

1. Effective July 14, 1971, the number of regularly assigned seven day belt transfer assignments are:

Gibson District - 9
Blue Island District - 11
Norpaul District - 9
Argo District - 2

The number referred to herein are reasonably consistent with the present general level of traffic, however, this number can be and is subject to any fluctuation of business and will be adjusted upward or downward equally in each district except Argo District which will not be considered in these adjustments. However, at such time as the number of regularly assigned belt transfer jobs at Blue Island reaches 16 or more, there will be a meeting between the parties signatory hereto to discuss the possible consideration which may be given to a job adjustment in the Argo District.

- 2. When a pool or extra crew or crews are run out of any district on a day in which a regular crew or crews have been cancelled at another district, the Carrier will run extra or extras, as the case may be, to equate to the equivalent of such cancellation(s) in the district in which the cancellation(s) took place.
  - (a) Argo District will not be considered in this formula.

- (b) At Blue Island, Gibson and Norpaul when personnel is not available at a time when the Carrier desires to run an extra assignment(s) at any of such districts, and it is necessary to cancel such extra, such extra belt so cancelled will be counted as run from the district where Carrier originally called the extra to be run.
- (c) At Gibson and Blue Island, after extras sufficient to equate cancellations in each district have been called in their respective districts, all extra jobs thereafter called during the remaining of the calendar month will be called on the basis that when four extras are called between those two districts, one of those extra jobs will be called at Gibson.
- (d) Westward trains manned by former New York Central crews destined to the IHB for interchange will set out their entire train at Gibson and proceed to Blue Island with their caboose, except that if it is known that an incoming train cannot be yarded because there are no clear tracks or on account of congestion or that sufficient room cannot be made available to yard such trains at Gibson Yard within two hours, such train(s) may be handled intact to Blue Island and yarded at that point. It is understood that in an emergency due to a wreck or derailment which would prevent the yarding of such NYC westward trains at Gibson, the aforestated restrictions will not apply.

The provisions of paragraph 2(d) above will not apply to Penn Central Railroad pre-blocked trains for western connections, except as set forth in the May 14, 1969 Swert-Daniels-McNamara letter of understanding.

- 3. The following agreements are hereby abrogated:
  - (a) Agreement dated May 28, 1944, effective April 1, 1944, captioned "Blue Island Terminal for N. Y. C. RR.".
  - (b) Mediation Agreement, National Mediation Board Case No. A-6383, dated December 15, 1960.
  - (c) Agreement dated June 4, 1962, effective June 1, 1962.
  - (d) Equalization of Belt Transfer Crew Agreement dated June 10, 1960.

This agreement, effective July 14th, shall remain in effect until modified, changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Hammond, Indiana, this 13th day of July, 1971.