



INDIANA HARBOR BELT RAILROAD COMPANY

2721-161ST STREET, HAMMOND, IN 46323-1099

February 25, 1992

Mr. P.D. Drennan
General Chairman, UTU(y)
P.O. Box 5319
Lansing, IL 60438-5319

Dear Mr. Drennan:

This shall confirm our understanding reached in conference on February 25, 1992, at Hammond, Indiana, wherein it was mutually agreed to and understood that the Reciprocal Interchange Agreement in connection with the Burlington Northern Railroad signed at Hammond, Indiana, February 26, 1991, shall cancel at 11:59 PM on February 28, 1992, and the February 25, 1992 Agreement regarding same, shall be in substitution thereof.

Very truly yours,

J.K. BEATTY
Manager Labor
Relations/Personnel

I CONCUR:

P.D. Drennan, General Chairman, UTU(y)

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE INDIANA HARBOR BELT RAILROAD AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION (y) IN CONNECTION WITH THE RE-ESTABLISHMENT OF A 50/50 EQUITY RECIPROCAL INTERCHANGE ARRANGEMENT WITH BURLINGTON NORTHERN YARD CREWS AND INDIANA HARBOR BELT CREWS.

In that the reciprocal interchange agreement by and between the IHB and the UTU(y) signed February 26, 1991, terminates at 11:59 PM, on February 28, 1992, and in that the IHB is still desirous of using other than the designated interchange points for the purpose of interchanging with the BN, pursuant to Article XI of the Agreement signed February 26, 1991, by and between the IHB and the UTU(y), it is hereby mutually agreed, to extend the Agreement to provide for as follows:

I. The established and recognized points of interchange between the Indiana Harbor Belt Railroad Company and the Burlington Northern Railroad Company are LaGrange Yard located on the IHB, and the Congress Park Yard located on the BN. These interchange points should be used for the purpose of a reciprocal interchange arrangement in accordance with the applicable provisions of the January 27, 1972 National Agreement, Article VII, Section 5; however, due to the nature of the proposed service, the parties signatory hereto agree that the Cicero Yard located on the BN and the Blue Island Yard located on the IHB shall be used as temporary interchange points for cars moving in this service in accordance with the provisions contained in this Agreement.

II. A reciprocal interchange arrangement shall be established herein whereby IHB crews and BN Yard crews shall participate on a 50/50 equity basis in interchange car movements between the IHB Blue Island Yard located at Riverdale, Illinois and the Burlington Northern Cicero Yard located at Cicero, Illinois.

NOTE: The interchange points at LaGrange Yard and Congress Park Yard are retained and the provisions contained in this Agreement shall not modify or affect previously established interchange procedures between the two Carriers at these interchange points.

III. The equity arrangement between BN Yard Crews and IHB Crews shall be as follows:

A. Commencing March 1, 1992, through and including May 31, 1992, Burlington Northern Yard Crew(s) may handle all traffic in both directions between the Cicero Yard and the Blue Island Yard for the purpose of interchange.

B. Commencing June 1, 1992, through and including August 31, 1992, Indiana Harbor Belt Crew(s) shall handle all traffic in both directions between the Blue Island Yard and the Cicero Yard for the purpose of interchange.

C. Commencing September 1, 1992, through and including November 30, 1992, Burlington Northern Yard Crew(s) may handle all traffic in both directions between the Cicero Yard and Blue Island Yard for the purpose of interchange.

D. Commencing December 1, 1992, through and including February 28, 1993, Indiana Harbor Belt Crew(s) shall handle all traffic in both directions between the Blue Island Yard and Cicero Yard for the purpose of interchange.

- IV. IHB Yardmen shall be used to pilot Burlington Northern Yard Crews over the Indiana Harbor Belt Railroad when a pilot is required.
- V. Burlington Northern Yard Crew(s) shall not pick up or set out at any point or location on the IHB enroute to or from the IHB Blue Island Yard located at Riverdale, Illinois.
- VI. Burlington Northern Yard Crew(s) shall not do any yard switching or local work at any point or location on the Indiana Harbor Belt Railroad Company.
- VII. During the designated periods of equity as identified in Article III, A and C herein, Burlington Northern Yard Crew(s) shall yard their train(s) at the Blue Island Yard in the minimum number of tracks required to hold their train(s).

NOTE: IHB Blue Island Yard Crew(s) shall perform all switching involved in the breaking up of these train(s) and the transfer of this traffic to connecting carriers in accordance with existing schedule agreements by and between the IHB and the UTU(y).

- VIII. During the designated periods of equity as identified in Article III, A and C herein, Burlington Northern Yard Crew(s) shall receive their train(s) at the Blue Island Yard on not to exceed three (3) tracks. These track(s) shall be coupled by IHB Blue Island Yard Crew(s).

NOTE: IHB Blue Island Yard Crew(s) shall perform all switching involved in the making up of these train(s) for outbound movements in accordance with existing schedule agreements by and between the IHB and the UTU(y).

- IX. Except as modified herein, all agreements between the IHB and UTU(y) are in full force and effect.
- X. In the event the Cicero Yard is closed or discontinued as an interchange point, and the terms and conditions of this Agreement cannot be fulfilled as intended, the parties signatory hereto shall have conference within ten (10) days thereof, in order to attempt to agree on a designated interchange point in lieu thereof. Failure to agree in conference shall deem this Agreement null and void and this Agreement shall terminate upon written notice from the General Chairman, UTU(y). Henceforth, the Carrier shall revert back to the established interchange practices that were in effect prior to the March 23, 1989 Agreement, in connection with the IHB/BN reciprocal interchange agreement.
- XI. Except as otherwise provided for under Article X contained hereinabove, this Agreement and the provisions contained herein shall terminate without notice at 11:59 PM, on February 28, 1993, unless extended by mutual agreement by and between the parties signatory hereto.
- XII. This Agreement shall become effective March 1, 1992, and shall remain in effect subject to the provisions of Article XI contained hereinabove.

Signed at Hammond, Indiana, this 25th day of February, 1992.

For the United Transportation
Union (y):

P.D. Brennan
P.D. Brennan, General Chairman, UTU(y)

E.M. Hunt
E.M. Hunt, Local Chairman, UTU(y), BI

For the Indiana Harbor Belt
Railroad Company:

J.K. Beatty
J.K. Beatty, Manager Labor Relations