



INDIANA HARBOR BELT RAILROAD COMPANY

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

October 12, 1992

File: LA-11 UTU(y)
CSX Interchange

Mr. P.D. Drennan
General Chairman, UTU(y)
533 South Tower
1000 East 80th Place
Merrillville, IN 46410

Dear Mr. Drennan:

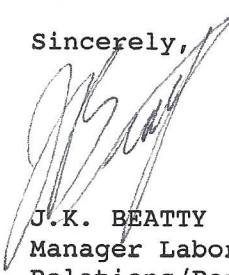
Please be advised that in accordance with Article VII, Section (1), Interchange, of the January 27, 1972 National Agreement, commencing October 26, 1992, Westbound CSX Train 211 (designated as Train 511 while operating over the Indiana Harbor Belt Railroad), a Westbound solid over the road freight train, will be delivered intact by a Westbound CSX Road Crew to the IHB Blue Island Yard located at Riverdale, Illinois, for interchange with the Indiana Harbor Belt Railroad.

I trust that this correspondence serves to inform you of the Carrier's intent in regards to the aforementioned.

Unfortunately, the Carrier has experienced problems in the operation of CSX Trains via CP North Harvey at Mile Post 13.7; therefore, the Carrier respectfully requests that a conference be held that potentially may result in an agreement that provides the Carrier with an alternative route for Westbound CSX Train 211 via CP Calumet Park at Mile Post 7.1 for inbound movements to the IHB Blue Island Yard located at Riverdale, Illinois.

I would like to meet with you at your earliest convenience to discuss this matter.

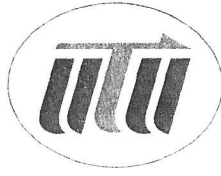
Sincerely,



J.K. BEATTY
Manager Labor
Relations/Personnel

JKB/ed

cc: C.H. Allen
K.J. Tomasevich
G.E. Lane



united transportation union

October 16, 1992

Mr. J.K. Beatty
Manager Labor Relations/Personnel
Indiana Harbor Belt Railroad
2721 - 161st Street
Hammond, Indiana 46323-1099

Dear Mr. Beatty,

I am in receipt of your letter dated October 12, 1992, whereby you inform me of the Carrier's intention to utilize the provisions of Article VII, Section 1, of the January 27, 1972 National Agreement whereby CSX Train 211 would be delivered by CSX Road Crew(s) to the IHB Blue Island Yard located in Riverdale, Illinois, commencing October 26, 1992, and whereby you respectfully request that a conference be held that will potentially result in an Agreement that provides the Carrier with an alternative route via CP Calumet Park at Mile Post 7.1 for inbound movements of CSX 211.

I would like to meet with you on October 21, 1992, for the purpose of discussing the aforementioned subject matter.

I await your reply.

Sincerely,

P.D. Drennan
General Chairman UTU(y)

cc: R.G. Wagner, Sec'y General Committee



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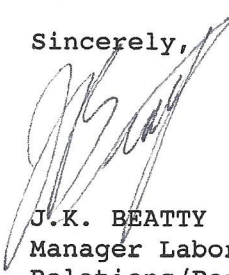
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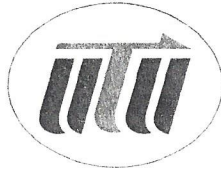
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October 16, 1992

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Manager Labor Relations/Personnel
Indiana Harbor Belt Railroad
2721 - 161st Street
Hammond, Indiana 46323-1099

Dear Mr. Beatty,

I am in receipt of your letter dated October 12, 1992, whereby you inform me of the Carrier's intention to utilize the provisions of Article VII, Section 1, of the January 27, 1972 National Agreement whereby CSX Train 211 would be delivered by CSX Road Crew(s) to the IHB Blue Island Yard located in Riverdale, Illinois, commencing October 26, 1992, and whereby you respectfully request that a conference be held that will potentially result in an Agreement that provides the Carrier with an alternative route via CP Calumet Park at Mile Post 7.1 for inbound movements of CSX 211.

I would like to meet with you on October 21, 1992, for the purpose of discussing the aforementioned subject matter.

I await your reply.

Sincerely,

P.D. Drennan
General Chairman UTU(y)

cc: R.G. Wagner, Sec'y General Committee

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 ESTABLISHMENT OF AN ALTERNATIVE ROUTE THAT MAY BE UTILIZED IN LIEU OF CP NORTH HARVEY AT MILE POST 13.7 BY WESTBOUND CSX CORPORATION ROAD CREW(S) OPERATING WESTBOUND CSX TRAIN 211 THAT DELIVER THEIR SOLID OVER THE ROAD FREIGHT TRAIN(S) AT THE IHB BLUE ISLAND YARD LOCATED AT RIVERDALE, ILLINOIS, IN ACCORDANCE WITH ARTICLE VII, SECTION I, OF THE JANUARY 27, 1972 NATIONAL AGREEMENT, AS MODIFIED HEREIN:

Whereas, by a letter dated October 12, 1992, received by the General Chairman UTU(y) from the Manager of Labor Relations/Personnel, the Indiana Harbor Belt Railroad Company has informed the United Transportation Union(y) of their intent to utilize and implement the provisions of Article VII, Section I, of the January 27, 1972 National Agreement whereby Westbound CSX Corporation Road Crew(s) operating Westbound CSX Train 211 would deliver their solid over the road freight train(s) at the IHB Blue Island Yard via CP North Harvey at Mile Post 13.7 located in the Blue Island District, and Whereas, the Indiana Harbor Belt Railroad Company has requested permission for an alternative route into the IHB Blue Island Yard via CP Calumet Park at Mile Post 7.1 located in the Gibson District due to the fact that the Carrier has previously experienced problems in the operation of CSX Trains in and out of IHB Blue Island Yard via North Harvey at Mile Post 13.7; therefore, the following Separate and Special Agreement is hereby agreed to:

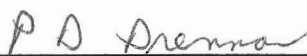
The parties signatory hereto recognize that utilizing the alternative route via CP Calumet Park at Mile Post 7.1 located in the Gibson District, is not consistent with the intent of Article VII, Section I, of the January 27, 1972 National Agreement; however, due to the nature of the proposed service and the problems previously experienced therewith, the parties signatory hereto, hereby agree to the provisions as set forth herein.

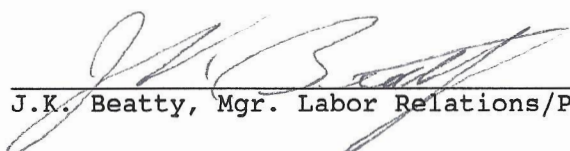
- I. Westbound CSX Corporation Road Crew(s) may deliver Westbound CSX Train 211 (designated as Train 511 while operating over the Indiana Harbor Belt Railroad Company), a solid over the road freight train, originating from Canada, destined to the IHB Blue Island Yard, utilizing the alternative route via CP Calumet Park at Mile Post 7.1, located in the Gibson District.
- II. CSX Road Crew(s) operating Westbound CSX Train 211 may move their locomotive(s) to the IHB Blue Island locomotive servicing facility, to other designated points within the confines of the IHB Blue Island Yard or may operate their locomotive(s) to the Soo Line Railroad Company located in Bensenville, Illinois.
- III. IHB Yardmen shall be used to pilot CSX Road Crew(s) operating Westbound CSX Train 211 over the Indiana Harbor Belt Railroad Company when a pilot is required.
- IV. Except as modified herein, all Agreements by and between the Indiana Harbor Belt Railroad Company and the UTU(y), as well as applicable National Agreements, are in full force and effect.
- V. This Separate and Special 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.
- VI. This Separate and Special Agreement shall become effective at 12:01 AM on October 26, 1992, and shall remain in effect subject to the provisions contained in V. herein.

Signed at Hammond, Indiana this 23rd day of October, 1992.

For the United Transportation Union(y):

For the Indiana Harbor Railroad Company:


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


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