

AGREEMENT

between the

INDIANA HARBOR BELT RAIROAD COMPANY

And it's Employees

Represented by

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

(BLET)

On a regular basis the CPRS interchanges a loaded unit train destined for Ingredion (formally known as CPC) located in Bedford Park, IL, to the IHB at Norpaul. The Ingredion loaded unit train is then picked up by an Outer Belt Transfer Assignment, then transferred and set out in the Argo district. After being set out in the Argo district, an Argo yard transfer assignment picks up the loaded unit train and delivers it to the Ingredion plant for unloading. When the train is unloaded an Argo Yard Transfer assignment pulls the plant. After the plant is pulled an Outer Belt transfer assignment picks up the train and traverses the railroad and interchanges the train to the CPRS at Bensenville Yard, located in Bensenville, IL. The conditions related to the contractual language between the Customer (Ingredion) and the CPRS Railroad Company requires a twenty four (24) hour return of the unit consist trains. As a result thereof, the parties have mutually agreed to afford some flexibility on how loaded and empty Ingredion unit trains are handled on the IHB.

In order for the Indiana Harbor Belt Railroad company to maintain and better serve the business of Ingredion, 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:

The specificity's as contained in this Special and Separate Agreement shall commence on or about the effective date of this Agreement and shall remain in effect in accordance with the provisions as set forth herein.

- I. On or about the effective date of this Special and Separate Agreement the Carrier shall have the right to utilize a Norpaul Yard Transfer assignment (regular or extra), to pick up Ingredion's loaded unit train in the Norpaul district, then transfer and deliver it to the Ingredion plant in the Argo district.
  - A. Upon delivery of Ingredion's loaded unit train and repositioning of the assigned locomotive(s), the Norpaul Yard Assignment shall be transported back to Norpaul by off-track transportation.

- B. The Norpaul Yard Assignment shall not be required to do any other switching or transferring of any freight or equipment in any seniority district, other than their own, except as specified herein.
  
- C. In the event the Norpaul Yard Assignment as specified herein expires under the Hours of Service Act, and is still within the Norpaul seniority district, the Carrier may utilize a Norpaul Yard Assignment to complete the movement and delivery to the Ingredion plant.
  
- D. In the event the Norpaul Yard Assignment as specified herein expires under the Hours of Service Act, and is within the Argo seniority district, the Carrier shall utilize an Argo Yard Assignment to complete the movement and delivery to the Ingredion plant.

**NOTE 1:** The location of the leading locomotive shall determine in which seniority district the train is located in when it expires under the Hours of Service Act.

**NOTE 2:** In accordance with the provisions as set forth in I. C., the Carrier may use an Outer Belt Transfer Assignment to advance the train to the Argo district and set it out to be delivered to Ingredion by an Argo Yard Transfer Assignment.

**NOTE 3:** In accordance with the provisions as set forth in I. A., the locomotive(s) shall be repositioned within the confines of the Argo New or Old Yards only.

- II. On or about the effective date of this Special and Separate Agreement the Carrier shall have the right to utilize an Argo yard transfer assignment (regular or extra), to pick up Ingredion's empty unit train in the Ingredion plant in the Argo district, then transfer and interchange said train to the CPRS at Bensenville Yard, located in Bensenville, IL.
  - A. Upon interchange of this train the Argo Yard Assignment shall be transported back to Argo by off-track transportation.
  
  - B. The Argo Yard Assignment shall not be required to do any other switching or transferring of any freight or equipment in any seniority district, other than their own, except as specified herein.
  
  - C. In the event the Argo Yard Assignment as specified herein expires under the Hours of Service Act, after pulling the empty unit train from Ingredion and is still within the Argo

seniority district, the Carrier may utilize an Argo Yard Assignment to complete the movement and Interchange with the CPRS at Bensenville Yard.

**NOTE 1:** The location of the leading locomotive shall determine in which seniority district the train is located in when it expires under the Hours of Service Act.

**NOTE 2:** In accordance with the provisions as set forth in 2. C., once the empty unit train is pulled from the Ingredion plant by an Argo Yard Assignment, the Carrier may use an Outer Belt Transfer Assignment to advance the train to the CPRS for interchange. In the event that Outer Belt Transfer assignment expires under the Hours of Service Act in the Norpaul seniority district it shall be the Carrier's prerogative whether to advance the movement with either an Outer Belt Transfer Assignment or a Norpaul Yard Transfer Assignment.

- III. Under any circumstances the Carrier shall not utilize an Outer Belt Transfer Assignment to service, pull, switch, deliver or spot any car, loaded unit train or empty unit train in the Ingredion plant.
- IV. 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.
- V. This Agreement shall become effective the date of signing, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act.

Signed at Hammond, Indiana, this 26<sup>th</sup> day of October, 2018

**FOR THE BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS AND TRAINMEN**



Frank Burns, General Chairman

**FOR THE INDIANA HARBOR BELT  
RAILROAD COMPANY**



Nicole Moore Parchem, Director of  
Human Resources and Labor Relations