



INDIANA HARBOR BELT RAILROAD COMPANY
2721 - 161ST. STREET, HAMMOND, IN 46323-1099

September 25, 2020

Justin Wolters
819 Oday Dr.
Griffith, In. 46319

Mr. Wolters,

This shall confirm our understanding reached during our conference held in Hamman Indiana, on September 11, 2020 regarding the June 1, 1997 Appendix III, Article XI Yardman Training Program.

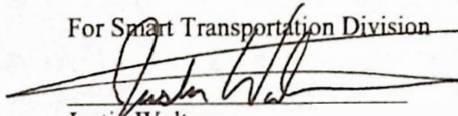
It is agreed:

The June 1, 1997 Appendix III, Article XI Yardman Training Program Agreement is abrogated in its entirety. The September 25, 2020 Article 1 Yardman Training Program shall apply in substitution thereof.

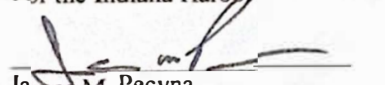
All Yardman currently who are currently training under the June 1, 1997 Appendix III, Article XI Yardman Training Program Agreement shall finish their training under said agreement with the exception of Yardman Michael Babe #5285 who will fall under the September 25, 2020 Yardman Training Program.

Signed at Hammond, Indiana on this 25th day of September 2020.

For Smart Transportation Division


Justin Wolters
General Chairperson

For the Indiana Harbor Belt Railroad Company


James M. Pecyna
Senior Manager of Labor Relations



INDIANA HARBOR BELT RAILROAD COMPANY
2721 – 161ST. STREET, HAMMOND, IN 46323-1099

**Agreement Between the
Indiana Harbor Belt Railroad Company
And it's Employees Represented by
SMART T/D (y)**

ARTICLE 1 - YARDMAN TRAINING PROGRAM

As a result of the attrition of the last IHB Yardman/Yardmen employed prior to October 1, 1992 and the implementation of the July 8, 2005 Side Letter #9, specifically "System Seniority" and an employee's right to exercise said "System Seniority" at all districts (Norpaul, Argo, Blue Island, and/or Gibson). The parties to this agreement recognize the necessity of training a Yard Foreman to become a Yard Foreman/Foreman at any seniority district (Norpaul, Argo, Blue Island, and/or Gibson). This process is vital in order to meet the requirements of the service.

Therefore, in the event Indiana Harbor Belt Railroad Company employs an IHB Yardman/Yardmen at Norpaul, Argo, Blue Island, and/or Gibson, the following training program shall be utilized in an effort to promote a Yard Helper to Yard Foreman and then to Foreman. This Agreement shall apply to a Yardman employed by IHB on or subsequent to September 25, 2020, except as provided for in Section 9 herein.

Section 1 – Initial Yardman Training

- A.** In the event a Yardman is employed by the IHB, he/she shall initially be placed in a four (4) week training program consisting of classroom instruction and field training. Classroom instruction shall consist of instructional training such as but not limited to, safety rules, time table rules, operating rules, signal rules, hazardous material regulations, federal regulations, train air/brake rules/systems, air tests, etc. Field training shall consist of instructional training such as but not limited to, radio procedure, operating switches, coupling onto equipment with locomotive(s) and/or cars, separating cars, applying hand brakes, switching equipment, making air hoses, etc. The Carrier shall bare the expense for this training program in its entirety.

NOTE 1: From the first day a Yardman performs compensated service and commences training in connection with Section 1 as contained herein, such Yardman shall be

subject to ARTICLE VII – APPLICATION FOR EMPLOYMENT, Section 1 – Probationary Period as contained in the August 25, 1978 National Agreement between IHB and SMART-TD(y) formerly known as UTU (y):

"Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to applicant."

NOTE 2: From the first day a Yardman performs compensated service and commences training in connection with Section 1 as contained herein such Yardman shall be subject to ARTICLE V – RATE PROGRESSION – NEW HIRES as contained in the May 1, 1988 National Agreement between IHB and SMART-TD(y) and ARTICLE VII – RATE PROGRESSION – NEW HIRES as contained in the June 1, 1997 Agreement between IHB and SMART-TD(y):

"In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in yard service is established after the date of this Agreement will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty."

- B. A Yardman placed in this four (4) week training program shall engage in training for a forty-eight (48) hour straight time work week. This forty-eight (48) hours straight time work week may consist of four (4) days per week, twelve (12) hours per day, four (4) days per week, ten (10) hours per day along with one (1) eight (8) hour day, or six (6) days per week, eight (8) hours per day, or any combination pertaining thereto. However, such work week shall not exceed a total of forty-eight (48) hours per calendar week. A Yardman participating in this training program shall be afforded a thirty (30) minute lunch period during the course of the daily training program. The thirty (30) minute lunch period shall be taken when practicable.
- C. A Yardman placed in this four (4) week training program shall be paid one thousand seventy four dollars and fifty seven cents (\$1074.57) per calendar week. The \$1074.57 shall increase commensurate to general wage increases and/or cost of living increases that are applied to IHB Yardmen. A Yardman must be available for the entire forty-eight (48) hour per calendar week training program in order to receive the full rate of \$1074.57 as adjusted. The pro-rata daily rate may be deducted for each day in such calendar week a Yardman is not available of his/her own volition. However, no deduction shall be made for days on which training is not scheduled.
- D. In the event IHB employs an experienced Yardman, the Carrier, at its discretion, may accelerate his/her four (4) week training program and after the training program is completed by such Yardman, he/she shall immediately be required to fulfill the provisions as contained in Section 2 herein.

- E. A Yardman must complete provisions as contained in Section 1 herein and shall then be immediately required to fulfill the provisions as contained in Section 2 herein.

Section 2 – On the Job Training (Yard Helper)

- A. A Yardman who completes the provisions as contained in Section 1 herein shall begin to perform service for the Carrier as a Yard Helper in accordance with existing schedule Agreements and past practices between IHB and SMART-TD(y). Such Yardman shall perform service for the Carrier as a Yard Helper for not less than four (4) calendar weeks. This four week period of time regarding parts 1 and 2 below shall be determined at the discretion of the Carrier with the exception that the first week shall be Yard Helper training. The four (4) week calendar period shall consist of:
1. Three (3) calendar weeks of Yard Helper training in various IHB yards.
 2. One (1) calendar week of Auto Yard Foreman Training at the Gibson West End Yard.
- B. A Yardman who completes the provisions as contained in Section 1 herein shall be placed on his/her respective extra board by date of application. If more than one Yardman has the same date of application from the same seniority district, such Yardmen shall be placed on that extra board in birth date order, older ahead of younger. If such Yardmen share the same birth date, they shall be placed on that extra board in alphabetical order by last name, A before B. However, a Yardman shall be shown on his/her respective seniority roster with a seniority date when such Yardman actually performs his/her first day of compensated service for the Carrier.
- C. A Yardman who is performing service for the Carrier as provided for in Section 2 herein shall receive his/her applicable rate of pay as provided by the Agreements between IHB and SMART-TD(y).
- D. A Yardman must complete the provisions as contained in Section 2 herein and shall then be immediately required to fulfill the provisions as contained in Section 3 herein

Section 3 – Yard Foreman Training

- A. A Yardman who completes the provisions as contained in Section 2 herein shall be a Yard Foreman Trainee and shall be assigned to regular yard assignments across the IHB. Such Yard Foreman Trainee shall be given a schedule from the Carrier identifying to such Yard Foreman Trainee specific assignments to perform service on as a Yard Foreman Trainee. The Yard Foreman training program shall be for not less than ten (10) calendar weeks. The Carrier shall provide such Yard Foreman trainee with his/her training schedule on a weekly basis. The Carrier shall provide such Yard Foreman trainee with his/her schedule forty-eight (48) hours in advance.

NOTE 1: In the event a promoted Yard Foreman or Foreman and Yard Helper are assigned a Yard Foreman Trainee, such Yard Foreman or Foreman and Yard Helper shall each be paid one (1) hour at the Foreman's straight time rate of pay for assisting with the training of such Yard Foreman Trainee at the applicable straight time rate of pay.

- NOTE 2:** In the event a promoted Yard Foreman or Foreman is assigned a Yard Foreman Trainee, such Yard Foreman or Foreman shall be paid one (1) hour at the Foreman straight time rate of pay for assisting with the training of such Yard Foreman.
- NOTE 3:** A Yard Foreman Trainee shall not be considered a member of the train crew for the purpose of applying the Crew Consist Agreement.
- NOTE 4:** A Yard Foreman or Foreman shall be responsible to complete an evaluation form at the end of each tour of duty relative to the performance of the Yard Foreman Trainee.
- NOTE 5:** In the event it becomes necessary to change the scheduled assignments of Yard Foreman Trainee such Yardman shall be notified not less than three (3) hours prior to the start time of their assignment. Such Yardman's scheduled assignments may only be changed once per calendar week and shall contain the off days from the original scheduled assignments.

1. This shall only be utilized by the Carrier if there is a bona-fide need.

- B.** A Yard Foreman Trainee shall be on a five (5) day work week while training to be a Yard Foreman.
- C.** In the event IHB employs an experienced Yardman, the Carrier, at its discretion, may accelerate his/her ten (10) week training program but shall not be less than six (6) weeks and after the training program is completed by such Yardman, he/she shall be required to fulfill the provisions as contained in Section 4 herein.
- D.** A Yardman employed by IHB who is performing service for the Carrier as a Yard Foreman Trainee shall receive his/her applicable rate of pay as provided for by the applicable Agreement between IHB and SMART-TD(y).
- E.** A Yardman performing service for the Carrier as a Yard Foreman Trainee who completes his/her entire schedule shall be required to complete and pass a Book of Rules and/or Yard Foreman promotional examination. A Yard Foreman Trainee shall be paid one (1) day's pay at the Foreman's rate of pay for taking the first Yard Foreman Promotional Examination. Upon successful completion, such Yard Foreman Trainee shall be promoted to Yard Foreman on that date. A Yard Foreman Trainee shall be assigned to regular yard assignments at any terminal (Norpaal, Argo, Blue Island, and/or Gibson).

NOTE 1: A promoted Yard Foreman shall not be demoted as a Yard Foreman for any reason.

NOTE 2: A promoted Yard Foreman shall not relinquish his/her seniority standing as a Yard Foreman except for medical reasons.

- E.** In the event such Yard Foreman trainee fails to pass the yard Foreman promotional examination of his/her first attempt he/she shall be given a second opportunity to pass the Yard Foreman Promotional Examination. A Yard Foreman Trainee shall be paid one (1) day's pay at the

Foreman's rate of pay for taking the second Yard Foreman Promotional Examination. The second examination shall be taken not less than five (5) calendar days but not to exceed ten (10) calendar days following the failure of the first examination. This five (5) day to ten (10) day time period in connection hereto shall be determined at the discretion of the Yard Foreman Trainee.

NOTE 1: The Yard Foreman Trainee may request the assistance of the Carrier in order to help him/her pass the second examination.

NOTE 2: Such Yard Foreman Trainee may mark up to perform service for the Carrier as a Yard Helper while waiting to take the second examination or the Carrier may require such Yard Foreman Trainee to continue training in the Yard Foreman Training Program.

- F. In the event such Yard Foreman Trainee fails to pass the Yard Foreman Promotional Examination on his/her second attempt, he/she shall be given a third opportunity to pass the Yard Foreman Promotional Examination. The Yard Foreman Trainee shall be paid one (1) day's pay at the Foreman's rate of pay for taking the third Yard Foreman Promotional Examination. The third examination shall be taken not less than ten (10) calendar days, but not to exceed thirty (30) calendar days following the failure of the second examination. This ten (10) day to thirty (30) day time period in connection hereto shall be determined at the discretion of the Yard Foreman Trainee. In the event a Yard Foreman fails to pass the third Yard Foreman Promotional Examination, he/she shall automatically forfeit all employment rights and seniority rights in yard service and therefore be terminated as an IHB Yardman.

NOTE 1: The Yard Foreman Trainee may request the assistance of the Carrier in order to help him/her pass this third examination.

NOTE 2: Such Yard Foreman Trainee may mark up to perform service for the Carrier as a Yard Helper while waiting to take the third examination or the Carrier may require such Yard Foreman Trainee to continue training in the Yard Foreman Training Program.

- G. A Yardman who completes provisions as contained in Section 3 herein shall be required to fulfill the provisions as contained in section 4 herein.

Section 4 – Foreman Training

- A. A Yardman who completes the provisions as contained in Section 3 herein shall become eligible for the Foreman Training Program. This Foreman Training Program shall commence between such Yardman's ninety-third (93rd) day of employment with IHB as an IHB Yardman and his/her three hundred and sixty-fifth (365th) day of employment with IHB as an IHB Yardman.
- B. A Yardman may request to engage in the Foreman Training Program at any time subsequent to completing the provisions as contained in Section 1, Section 2, and Section 3 as contained herein. If a Yardman's request is prior his/her 365th day of employment with IHB as an IHB Yardman, such Yardman's request may be denied by the Carrier without penalty to the Carrier. However, the Carrier shall arrange to have such Yardmen placed in the Foreman Training Program on or prior to his/her 365th day of employment with IHB as an IHB Yardman.

C. The Carrier may require a Yard Foreman to engage in the Foreman Training Program as provided for in Section 4 herein at any time after completing the provisions as contained in Section 1, Section 2, and Section 3 herein in order to meet the requirements of the service. This shall be done at the discretion of the Carrier.

D. A Foreman Trainee shall be assigned to regular Outer Belt Transfer Assignments at any terminal (Norpaul, Argo, Blue Island, and/or Gibson). A Foreman Trainee shall be given a schedule from the Carrier identifying to such Foreman Trainee specific assignments in Outer Belt Transfer Service to perform service on as a Foreman Trainee. He/she shall be trained for not less than two (2) calendar weeks. The Carrier shall provide such Foreman Trainee with his/her schedule forty-eight (48) hours in advance.

NOTE 1: In the event a promoted Foreman is assigned a Foreman Trainee, such Foreman shall be paid one (1) hour at the Foreman's straight time rate of pay for assisting with the training of a Foreman Trainee.

NOTE 2: A Foreman Trainee shall not be considered a member of the train crew for the purposes of applying the Crew Consist Agreement.

NOTE 3: A promoted Yard Foreman shall be responsible to complete an evaluation form at the end of each tour of duty relative to the performance of the Foreman Trainee.

NOTE 4: In the event it becomes necessary to change the scheduled assignments of Foreman Trainee such Yardman shall be notified not less than three (3) hours prior to the start time of their assignment. Such Yardman's scheduled assignments may only be changed once per calendar week and shall contain the off days from the original scheduled assignments.

I. This shall only be utilized by the Carrier if there is a bona-fide need.

E. A Foreman Trainee shall be on a five (5) day work week while training to be a Foreman.

F. A Yardman performing service for the Carrier as a Foreman Trainee who completes his/her entire schedule shall be required to Complete and pass a Foreman Promotional Examination. A Foreman Trainee shall be paid one (1) day's pay at the Foreman's rate of pay for taking the first Foreman Promotional Examination. Upon successful completion, such Foreman Trainee shall be a promoted Foreman on that date. He/she shall be required to perform duties of a Foreman in yard service, including Outer Belt Transfer Service.

NOTE 1: A promoted Foreman shall not be demoted as a Foreman for any reason.

NOTE 2: A promoted Foreman shall not relinquish his/her seniority standing as a Foreman except for medical reasons.

G. In the event such Foreman Trainee fails to pass the Foreman Promotional Examination on the first attempt he/she shall be given a second opportunity to pass the Foreman Promotional Examination. A Foreman Trainee shall be paid one (1) day's pay at the Foreman's rate of pay for taking the second Foreman Promotional Examination. The second examination shall be taken not less than five (5) calendar days but not to exceed ten (10) calendar days following the failure of

the first examination. This five (5) day to ten (10) day time period in connection hereto shall be determined at the discretion of the Foreman Trainee.

NOTE 1: The Foreman Trainee may request the assistance of the Carrier in order to help him/her pass the second examination.

NOTE 2: Such Foreman Trainee may mark up to perform service for the Carrier as a Yard Foreman or Yard Helper while waiting to take his/her second examination or the Carrier may require such Foreman Trainee to continue training in the Foreman Training Program.

- H. In the event such Foreman Trainee fails to pass the Foreman Promotional Examination on the second attempt, he/she shall be given a third opportunity to pass the Foreman Promotional Examination. A Foreman Trainee shall be paid one (1) day's pay at the Foreman's rate of pay for taking the third Foreman Promotional Examination. The Third examination shall be taken not less than ten (10) calendar days but not to exceed thirty (30) calendar days following the failure of the second examination. This ten (10) day to thirty (30) day time period in connection hereto shall be determined at the discretion of the Foreman Trainee. In the event a Yard Foreman fails to pass the third Foreman examination, he/she shall automatically forfeit all employment rights and seniority rights in yard service and therefore be terminated as an IHB Yardman.

NOTE 1: The Foreman Trainee may request the assistance of the Carrier in order to help him/her pass the third examination.

NOTE 2: Such Foreman Trainee may mark up to perform service for the Carrier as a Yard Foreman or Yard Helper while waiting to take his/her third examination or the Carrier may require such Foreman Trainee to continue training in the Foreman Training Program.

Section 5 – Training Coordinator

- A. The Carrier may utilize a Training Coordinator who shall be an IHB Foreman (Yardman) as a Training Coordinator. Such Training Coordinator may be used at the discretion of the Carrier and utilized in connection with Section 1, Section 2, Section 3, and/or Section 4 as contained herein. The Training Coordinator(s) shall be selected by mutual consent between the Carrier and the General Chairperson, SMART-TD(y).

NOTE 1: A Training Coordinator shall be utilized during the course of field training as provided for in Section 1 herein.

- B. The Training Coordinator shall receive the Foreman's rate of pay plus one (1) hour at the Foreman's rate of pay, and the Foreman Only Allowance, when applicable.

Section 6 – Combined Training (Yard Foreman/Foreman Training)

- A. The Carrier shall reserve the right to combine Section 3 (Yard Foreman Training) and Section 4 (Foreman Training) for the purpose of efficiency. This combination of training shall serve only for the purpose of efficiency and does not modify any language not specifically mentioned hereto.

- B.** Combination of Section 3 (Yard Foreman Training) and Section 4 (Foreman Training) shall not reduce the overall total training of the minimum requirements of ten (10) weeks in Section 3 (Yard Foreman Training) and two (2) weeks in Section 4 (Foreman Training) for a total of twelve (12) weeks of minimum training.
- C.** Shall the Carrier elect to utilize the provisions in Section 6 the Carrier shall combine the testing in Section 3 (Yard Foreman Training) Part D. and Section 4 (Foreman Training) Part F into one (1) test.
- D.** In the event such Yard Foreman/Foreman Trainee fails to pass the Yard Foreman/Foreman Promotional Examination on the first attempt he/she shall be given a second opportunity to pass the Yard /Foreman Promotional Examination. A Yard Foreman/Foreman Trainee shall be paid one (1) day's pay at the Foreman's rate of pay for taking the second Yard Foreman/Foreman Promotional Examination. The second examination shall be taken not less than five (5) calendar days but not to exceed ten (10) calendar days following the failure of the first examination. This five (5) day to ten (10) day time period in connection hereto shall be determined at the discretion of the Yard Foreman/Foreman Trainee.

NOTE 1: The Yard Foreman/Foreman Trainee may request the assistance of the Carrier in order to help him/her pass the second examination.

NOTE 2: Such Yard Foreman/Foreman Trainee may mark up to perform service for the Carrier as a Yard Helper and/or Auto Yard Foreman while waiting to take his/her third examination or the Carrier may require such Yard Foreman/Foreman Trainee to continue training in the Yard Foreman/Foreman Training Program.

- E.** In the event such Yard Foreman/Foreman Trainee fails to pass the Yard Foreman/Foreman Promotional Examination on the second attempt, he/she shall be given a third opportunity to pass the Yard Foreman/Foreman Promotional Examination. A Yard Foreman/Foreman Trainee shall be paid one (1) day's pay at the Foreman's rate of pay for taking the third Yard Foreman/Foreman Promotional Examination. The second examination shall be taken not less than ten (10) calendar days but not to exceed thirty (30) calendar days following the failure of the second examination. This ten (10) day to ten (30) day time period in connection hereto shall be determined at the discretion of the Yard Foreman/Foreman Trainee. In the event a Yard Helper fails to pass the third Yard Foreman/Foreman examination, he/she shall automatically forfeit all employment rights and seniority rights in yard service and therefore be terminated as an IHB Yardman.

NOTE 1: The Yard Foreman/Foreman Trainee may request the assistance of the Carrier in order to help him/her pass the third examination.

NOTE 2: Such Yard Foreman/Foreman Trainee may mark up to perform service for the Carrier as a Yard Helper and/or Auto Yard Foreman while waiting to take his/her third examination or the Carrier may require such Yard Foreman/Foreman Trainee to continue training in the Yard Foreman/Foreman Training Program.

- F.** Yardmen who hold a valid conductor certification card upon entering service may enter into a mutual agreement with the Carrier to reduce the amount of training required herein. However,

Yardman falling under this part shall still establish seniority according to Section 2 – On the Job Training (Yard Helper) paragraph B:

"A Yardman who completes the provisions as contained in Section 1 herein shall be placed on his/her respective extra board by date of application. If more than one Yardman has the same date of application from the same seniority district, such Yardmen shall be placed on that extra board in birth date order, older ahead of younger. If such Yardmen share the same birth date, they shall be placed on that extra board in alphabetical order by last name, A before B. However, a Yardman shall be shown on his/her respective seniority roster with a seniority date when such Yardman actually performs his/her first day of compensated service for the Carrier."

Section 7 – Disrupted Training

In the event an IHB Yardman is furloughed or becomes sick or injured while in the Yard Foreman Training Program and/or the Foreman Training Program as provided for in Section 3 and/or Section 4 herein, such Yardman shall be required to complete such training program(s). However, it shall be at the discretion of the Carrier as to whether or not such Yardman must complete the training program(s) where he/she left off or retake the training program(s) in its entirety.

Section 8 – Entitled Provisions

An IHB Yardman shall be entitled to all of the applicable provisions of all Agreements between IHB and SMART-TD(y) such as but not limited to, health & welfare, holiday pay/credits, vacation pay/credits, bereavement pay, jury duty pay, etc. while engaged in the provisions as set forth in Section 1, Section 2, and Section 3, and/or Section 4 as contained herein.

Section 9 -

Article I - YARDMAN TRAINING PROGRAM shall not apply to IHB Yardmen who were employed by the Carrier prior to September 25, 2020.

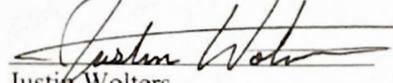
ARTICLE II – EFFECT OF THIS AGREEMENT

Section 1

This Agreement is made in full and final disposition of all outstanding notices, if any, served upon Indiana Harbor Belt Railroad Company by United Transportation Union (y) and also all outstanding notices, if any, served upon United Transportation Union (y) by Indiana Harbor Belt Railroad Company, for concurrent handling, pursuant to the provisions of the Railway Labor Act as amended.

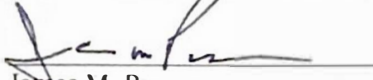
Signed at Hammond, Indiana on this 25th day of September 2020.

For Smart Transportation Division



Justin Wolters
General Chairperson

For the Indiana Harbor Belt Railroad Company



James M. Pecyna
Senior Manager of Labor Relations