

**MEMORANDUM OF AGREEMENT
BETWEEN
KEOLIS COMMUTER SERVICES
AND
THE SMART TRANSPORTATION DIVISION**

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THIS AGREEMENT is made this 1st day of May 2025, by and between the Keolis Commuter Services, hereinafter referred to as the Carrier or Keolis, and SMART Transportation Division hereinafter referred to as SMART TD or Organization. These terms are applicable only to the persons represented by SMART TD. The Organization has completed the ratification procedures of the bargaining unit members currently employed by the Carrier and has advised the Carrier that the agreement was ratified by its members on April 30, 2025.

DURATION: 5 years (7/1/23 through 6/30/28)

Except as otherwise specifically stated herein, this Memorandum of Agreement shall become effective on its date of signing and serves to amend the Collective Bargaining Agreement ("CBA") between the parties. This amended CBA shall continue in full force and effect until further amendments are agreed between the parties after written notice of an intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto no sooner than 90 days prior to July 1, 2028 and a subsequent written agreement to proposed amended terms is executed.

ARTICLE I - WAGES

(a) **General Wage Increases.**

Effective July 1, 2023, the hourly base rates of pay of employees covered by this Agreement shall be increased in the amount of 5 percent (5%).

Subsequent general wage increases shall be as follows:

July 1, 2024 – 5%
July 1, 2025 – 5%
July 1, 2026 – 5%
June 15, 2027 – 5%

All employees will receive a \$2.00 per hour wage adjustment after the 5% salary increase to their base salary on June 15, 2027.

Retroactive wages: After full and final ratification by the membership, retroactive pay will be paid to eligible employees within sixty (60) days. The term “Eligible Employees” will mean:

1. Any employee who is active on the date of payment to employees or,
2. Any employee who retired between the amendable date (7/1/23) until their date of retirement, or
3. Any employee who died between the amendable date (7/1/23) until their date of death who has a named beneficiary under the Company’s life insurance plan, or
4. Any employee who has been terminated and has been or is reinstated, or
5. Employees on authorized leave of absence will receive their retroactive payment upon their return to active service.

H&W COST SHARING:

As detailed below, employee healthcare contributions will increase upon ratification.

FOR EPO PLAN

Effective upon ratification, the cost for the EPO Plan shall be \$204 a month.

Effective July 1, 2027, the cost of the EPO Plan shall be increased to \$229 a month.

FOR PPO PLAN

Effective upon ratification, the cost for the PPO Plan shall be \$285 a month.

Effective July 1, 2027, the cost for the PPO Plan shall be increased to \$310 a month.

H&W PLAN DESIGN:

CHANGES:

All employees hired on or after ratification shall only be eligible to participate in the EPO. In addition, all other incumbent employees are grandfathered into their existing plans and will have the ability to switch between the EPO or PPO plans during each annual open enrollment period

or as applicable during a qualifying life event as articulated under the IRS regulations defining such an event.

WORK RULES:

1. NEW RULE – SICK LEAVE

Each employee will be provided with an annual allowance of three (3) paid sick days paid at the basic days rate of the last service rendered per calendar year. These days will be issued in January of each year and will expire at the end of the year. They will be considered excused absences under the Carrier's attendance Policy.

However, compensation paid under sick-leave rules or practices will not be considered as compensation for the purpose of bridging a holiday.

2. RULE 22 – BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, parents siblings, child, grandparent, grandchild, spouse, spouse's parent, spouses siblings, spouses grandparents, stepchildren, stepparents, step grandparents, or domestic partners. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provisions for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

An employee will have the following options in deciding when to take bereavement leave:

- a) Three (3) consecutive workdays, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty.
- b) Three (3) consecutive workdays, or three days encompassing any funeral or memorial service.
- c) Upon agreement between Local Chairman and Labor Relations the three (3) consecutive workdays can be adjusted to meet the needs of the employee. If the employee wishes to take additional bereavement leave beyond three (3) days, the employee may use accrued but unused vacation or take unpaid time off with the approval of their manager. The Company will not deny an employee's request for additional leave.

3. VACATIONS

Add:

Employees will be allowed to utilize up to ten days of vacation in daily increments.

Section 1 – Vacation for New Hires (Year 0)

Effective January 1, 2025, new hire employees working full-time will be eligible to have paid vacation days, to be taken as single day vacation subject to all applicable rules, based on their date of hire month in Year 0 as follows:

January/February 5 days

March/April 4 days

May/June 3 days

July/August 2 days

September/October 1 day

Section 2 – Vacation Year 1 Non-qualifying Employees

Effective January 1, 2025, employees working full-time in their second calendar year of employment (Year 1) who did not qualify for vacation in the prior year (Year 0) under the National Vacation Agreement will have five (5) paid vacation days, to be taken as single day vacation subject to all applicable rules.

4. RULE 1 – SCOPE

ADD: Rule 1a end of paragraph

All ticketing/revenue collection on board trains is exclusive work of conductors/assistant conductors

5. RULE 8 – BULLETINS AND ASSIGNMENTS

Utilizing email and Everbridge (or similar system) for bulletins and assignments.

6. RULE 11 – CREW CONSIST

Remove Section 1(d) “For long haul trains consisting of seven or more revenue passenger cars, the minimum crew will be a Passenger Conductor and one Assistant Passenger Conductor”. Commuter Service does not have long haul.

7. RULE 12 – EXTRA BOARD

An employee who is in a displaced status that makes an immediate displacement to the extra board, will not have their guarantee disrupted for that complete weekly period.

8. RULE 26 – LEAVE OF ABSENCE

UNPAID LEAVE OF ABSENCE:

A. TYPES OF UNPAID LEAVES OF ABSENCE AVAILABLE TO EMPLOYEES

1. Medical Leave of Absence

Keolis will provide medical leaves of absence, including for work-related injuries, based on Federal laws.

2. Military Leave of Absence

A Military Leave of Absence will be granted as required under applicable Federal law and Rule 26.

3. Small Necessities Leave of Absence

Keolis will provide employees with leave of absence for short periods of time in accordance with the Commonwealth of Massachusetts' Small Necessities Leave Act ("SNLA").

4. Parental Leave of Absence

Keolis will provide leave of absence to employees for the birth of a child, or the placement of a child under the age of 18 for adoption.

5. CBA Leave of Absence

Employees who are not eligible for any of the above referenced, unpaid leave of absences, or who have exhausted all the time allotted under any of the above leaves of absences, may be entitled to a continued "CBA Leave of Absence," in accordance with the following:

- i. Upon written request to the Labor Relations Department, with a copy to the General Chairperson, an employee may be granted an unpaid "CBA Leave of Absence" limited to a total of ninety (90) consecutive days in any twelve (12) month period without loss of seniority.
- ii. The decision to grant or deny a request for a CBA Leave of Absence, and the length of any leave that may be granted, is at the discretion of Keolis.

- iii. If the need for the CBA Leave of Absence is foreseeable, the employee shall make the request for the leave at least two (2) weeks prior to the requested commencement of the leave to provide the Company with adequate time to consider the request.
- iv. A request for a CBA Leave of Absence, and any continued extension thereof, must contain a statement concerning the reason(s) for the employee's need for the leave of absence.
- v. If the request for the CBA Leave of Absence is due to an illness or disability that is not otherwise covered by an existing CBA rule or provision the following will apply:

The employee must provide written documentation from a certified medical professional specializing in the illness or disability that is the reason for the employee's request for the CBA Leave of Absence, evidencing their initial or continuing inability to perform the duties of their position at the time of their request. Failure to provide the required documentation requested by the Company, unless otherwise excused from doing so, may result in a denial of a CBA Leave of Absence for the employee and disciplinary action by the Company. The Company will provide a form for the employee to utilize for their doctor or doctors to provide the following information:

- 1. A description of the employee's disabling condition.
 - 2. A statement of physical or other disabling limitations, quantified where possible; and
 - 3. The prognosis for the employee's recovery and an anticipated return-to-work date; and
 - 4. A statement of treatment.
- vi. An employee on a CBA Leave of Absence due to illness or other disability may be required to submit medical documentation to evidence a continuing illness or disability upon request of the Company. To the extent the employee is required to submit such medical documentation to evidence a continuing illness or disability, it is the responsibility of the employee to promptly provide the requested documentation on a form provided by the Company in order to remain on the medical leave. In all instances, the employee shall update the Company if there is a change to their condition pursuant. The Company shall maintain the above information in a confidential manner and not disclose such information to third parties without the employee's written consent except when such disclosure is required by law, in which case, the Company shall take all reasonable efforts to provide the employee with written notice of the disclosure. The Company shall make all reasonable

efforts to limit intra- Company disclosure to management personnel who require such information.

- vii. The Company will require an employee to provide proper medical documentation from a certified medical professional familiar with the illness or disability in question of their ability to resume all of an employee's essential duties of their position upon request of the Company as a condition of releasing an employee from a CBA Leave of Absence due to illness or disability.
- viii. An employee will be required to use any accrued sick leave while on a CBA Leave of Absence, regardless of the reason until the employee's accrued sick leave has been exhausted. An employee may use any accrued vacation at their election after sick leave has been exhausted in accordance with the applicable Rules in this Agreement.
- ix. A CBA Leave of Absence is in addition to, and not in lieu of, any other unpaid leave of absence that the employee may be entitled to, to include (but not necessarily be limited to) an employee's right to leave under the FMLA. When applicable, and as appropriate, an employee will be required to utilize all other forms of unpaid leave of absences that the employee qualifies for, in that leave's entirety, before being eligible for a CBA Leave of Absence.

B. RETURN TO WORK FROM AN UNPAID LEAVE OF ABSENCE

In addition to those procedures that may be outlined within Keolis' policies, employees are required to:

1. Return to the services of the Company immediately after the scheduled expiration of an unpaid leave of absence (or any agreed extension thereof).
2. For a leave of absence extending thirty (30) days or more, an employee is required to complete a return-to-work exam prior to returning to work. Depending on the duration of the leave, an employee may be required to be recertified in their qualifications prior to returning to service. It is the responsibility of the employee to coordinate with the Company at least two (2) weeks prior to the return-to-work date to ensure that the return-to-work medical exam is completed before the expiration of the leave of absence.
3. An employee who refuses to complete a return-to-work medical exam, if applicable, and/or fails to return to work within three (3) days following the expiration of a leave of absence will be deemed to have voluntarily resigned. Exceptions may be made for employees who

present sufficient written proof as described elsewhere in this Rule to the Company that the employee was incapacitated and had no means (self, family, friends, etc.) to notify the company of such, which prevented the employee's return to work or proper notification to the Company. The Company shall determine the adequacy of any written proof submitted and whether the extended absence should be treated as a continued leave of absence or whether an employee shall be deemed as resigned.

4. If this leave is for medical purposes, a return to work note from the medical provider clearing the employee to return to work will be required to be provided to the Leave Administration Department.
5. Employees on approved, unpaid leave of absences who are found, after formal investigation, to have engaged in other employment while they are out on leave from Keolis, shall forfeit their seniority, and be considered out of service, unless special arrangements have been made with the official granting the leave of absence and the designated representative of the Organization prior to an employee on a leave of absence engaging in other employment.

C. OTHER UNPAID LEAVE RIGHTS

- i. Employees of the Company who become full-time duly accredited representatives of the Union or are employed exclusively by the Union shall be considered on a leave of absence until sixty (60) days after release from such employment.
- ii. Employees out of work under the disability provisions of the Railroad Retirement Act shall retain seniority until they attain the age of sixty-five (65) years at which time their names will be removed from the seniority roster. The positions vacated by them, if not abolished, will be bulletined for permanent appointment. Should they recover sufficiently to resume service prior to attaining the age sixty-five (65) years, they shall be permitted to exercise seniority in accordance with the applicable Rules in this Agreement.
- iii. All leaves of absence shall run concurrent with Federal leave when applicable.

9. RULE 24 – GRIEVANCES

Replace current language with the following:

Section 1

- a. Any claim for compensation alleged to be due arising out of the application or interpretation of this Agreement may be made by an employee or, on their behalf, by a duly accredited representative, and must be submitted in writing, in duplicate, and/or via the Paperless Time Ticket System (or successor system) to the officer of the Corporation

designated to receive time claims, not later than 30 days from the date of occurrence on which the claim is based. The representative of the Corporation who receives the time claim must acknowledge receipt by dating, signing and returning the duplicate copy to the claimant or the duly accredited representative who submitted the claim.

b. If a claimant is absent because of sickness, temporary disability, or vacation, the 30-day time limit will be extended by the number of days of such absence.

c. In order for a claim to be considered, the individual who files the claim, either the claimant or their duly accredited representative must furnish sufficient information on the time slip to identify the basis of claims, such as but not limited to:

1. Name, occupation, employee number, division.
2. Train symbol or job number.
3. On and off duty time.
4. Date and time of day work was performed.
5. Location and details of work performed for which claim is filed.
6. Upon whose orders work was performed.
7. Description of instructions issued to have work performed.
8. Claims being made, including rule under which claimed and reason supporting claims.

Items normally associated with the service time slip, such as conversion to Passenger Conductor's rate, deadheading, held at other than home crew base, meal allowance, and allowances under Rule 11 will be submitted as part of the service time slip.

d. If a claim alleged to be due is not submitted in the manner set forth and prescribed in paragraphs "a" and "c" above, such claims will not be entertained nor allowed. The improper submission of one claim will not invalidate other claims of like or similar nature. No monetary claim will be valid, unless the Claimant was available, qualified, and entitled to perform the work.

e. When a claim alleged to be due, properly submitted pursuant to this Rule, is denied, or should payment be made for less than the full amount claimed, the claimant or duly accredited representative will be informed of the decision and reason therefor within sixty (60) days from the date the claim is received. If not so notified, the claim shall be considered valid and settled accordingly but shall not be considered as precedent or waiver of the contentions of the Carrier as to other claims for compensation.

f. A denied claim, properly submitted pursuant to this Rule, will be considered closed unless the Local Chairperson or duly accredited representative, within sixty (60) days from the notice of denial, presents an appeal in writing to the Carrier designated officer encompassing all pertinent case information including the Union's position, facts, and supporting arguments.

g. The Carrier designated officer shall, within sixty (60) days from the date the appeal is filed, render a decision in writing on the appeal, and if so denied, the reasons for such denial shall be given. If not so notified of the denial within the sixty (60) days, the claim shall be paid in full and settled accordingly.

Denied claims properly submitted pursuant to this Rule will be listed in writing by the General Chairperson to the Carrier highest designated officer for discussion at a quarterly conference within sixty (60) days. The quarterly conference will be conducted by the General Chairperson, and may include Local Chairpersons or duly accredited representatives, and the Carrier's highest designated officer, or their designee.

h. If a claim, properly submitted pursuant to this Rule, remains denied following the quarterly conference, the Carrier highest designated officer, or their designee, will notify the General Chairperson of their decision, in writing, within ninety (90) days from the date of said quarterly conference. If not so notified, the claim shall be considered valid and settled accordingly, but shall not be considered as precedent or waiver of the contentions of the Carrier as to other claims for compensation. The decision of the Carrier highest designated officer, or their designee, will be final and binding unless within nine (9) months from the date of said officer's decision the General Chairperson initiates proceedings before a tribunal having jurisdiction pursuant to law or agreement, unless the parties mutually agree to other proceedings for final disposition of the claim.

i. The time limit provisions in this Rule may be extended at any level of handling in any particular claim by mutual consent in writing by the duly authorized officer of the Corporation and the duly accredited representative of the Organization.

j. The time limits set forth herein do not apply in discipline cases.

k. The parties hereby recognize the advantage of electronic exchange of documents. Therefore, in the application of time limits, the date and time a document is transmitted via mutually agreed upon electronic delivery system will govern.

10. RULE 25 – DISCIPLINE

Replace current language with the following:

a. Except as provided in paragraph (e), employees will not have a reprimand noted their discipline records nor be suspended or dismissed from the service without a fair and impartial trial.

b. When a major offense has been committed, an employee considered by management to be guilty thereof may be held out of service pending a trial and decision. A major offense is generally recognized as:

1. Dishonesty, including falsification of reports or other documents;
2. Extreme negligence;
3. Use or possession of alcoholic beverages, intoxicants, narcotics; or
4. Insubordination, disorderly or immoral conduct, or any offense bringing discredit upon the Corporation.

c. 1. An employee who is required to make a statement prior to the trial in connection with any matter, which may eventuate in the application of discipline to any employee, may if they desires to be represented, be accompanied by a duly accredited representative. A copy of his/her statement, if reduced to writing and signed by them, will be furnished to them by the Corporation upon his request and to the duly accredited representative when requested. Only one such statement may be required.

2. Employees who are required to attend investigation immediately after having finished work, or just prior to reporting for work and who do not thereby lost time on their assignments or extra boards, will be allowed continuous time at their regular hourly rate for the time spent in attending the trial, unless they are found guilty of the offense involved.

3. If an employee is required to lose time in order to make such statement and is not assessed discipline in connection with the incident involved, they will be paid the greater of the amount actually earned on the date(s) of such statement and the amount they would have earned had they not been required to make the statement.

4. If required to attend investigation at other than the times mentioned in paragraph "2" hereof, and without losing time thereby on their assignments or extra boards, they will be compensated a minimum of eight (8) hours at a rate of the last service performed for the time spent attending investigation, unless they are found guilty of the offense involved.

5. No payment except such as may be required under paragraph "1." "2." or "3" of this Rule will made to employees for any traveling necessary for attendance at a trial.

6. Except when held off duty because of a major offense, extra employees required to attend investigation will retain their relative standing on the extra board.

7. This Rule will apply to employees required to attend trial and also to employees required to attend investigation or trial as witnesses.

d. 1. An employee who is accused of an offense and who is directed to report for a trial, therefore, will be given reasonable advance notice in writing of the specific charge on which they are to be tried and the time and place of the trial.

2. When a letter of complaint against an employee is the basis for requiring them to attend the trial, the employee will be furnished a copy of the written complaint together with the written notice for them to attend the trial.

3. Unless mutually agreeable between the Local Chairperson and the Charging Officer, trials will be held at the employee's home crew base.

e. Formal trials, except those involving a major offense, may be dispensed with should the employee involved and/or the Local Chairperson and an authorized officer of the Corporation, through informal handling, be able to resolve the matter to their mutual interest. Requests for informal handling must be made at least twenty-four (24) hours before a formal trial is scheduled to begin. No formal transcript statement recording will be taken at the informal handling. When a case is handled informally and the matter of responsibility and discipline to be assessed, if any, is resolved, no formal trial will be required. A written notice of the discipline assessed and the reason therefor will be issued to the employee responsible, with a copy to the Local Chairperson, if they participated in the informal handling, at the conclusion of the informal handling. Discipline matters resolved in accordance with this paragraph are final and binding.

f. Trials on matters which involve employees held out of service will be scheduled to begin within ten (10) days following date the accused is first held out of service. If not so scheduled, the charge will become null and void, and the employee will be paid the amount they would have earned had they not been held out of service.

This time limit is subject to the availability of the accused and witnesses to attend trial and will be extended by the equivalent amount of time the accused employee and necessary witnesses are off duty account of sickness, temporary disability, discipline, leave of absence or vacation.

The ten (10) day time limit may be extended by mutual agreement, in writing between the Corporation and the accused employee or his/her duly accredited representative.

g. Trials on matters which do not involve employees being held out of service will be scheduled to begin within twenty (20) days from the date of management's first knowledge of such matters.

If not so scheduled, the charge will become null and void. This time limit is subject to the

availability of the accused and witnesses to attend the trial and will be extended by the equivalent amount of time the accused employee and necessary witnesses are off duty account of sickness, temporary disability, disciplines, leave of absence or vacation. The twenty (20) day time limit may be extended by mutual agreement, in writing, between the Corporation and the accused employee or his/her duly accredited representative.

h. If an employee desires to be represented at a trial, they may be accompanied by a duly accredited representative. The accused employee or his/her duly accredited representative will be permitted to question witnesses and those conducting the trial insofar as the interests of the employee are concerned. Such employee will make he/her own arrangement for the presence of the said representative, and no expense incident thereto will be borne by the Corporation.

An employee who may be subject to discipline and his/her duly accredited representative will have the right to be present during the entire trial. Witnesses appearing at the request of the Corporation at a trial will be called upon prior to the employee subject to discipline and those witnesses testifying on his/her behalf. Witnesses will be examined separately.

i. When an employee is assessed discipline, a true copy of the trial record will be given to the employee and to his/her duly accredited representative with the notice of discipline.

j. If discipline is to be imposed following trial and decision, the employee to be disciplined will be given a written notice thereof within fifteen (15) days of the date the trial is completed, and at least fifteen (15) days prior to the date on which the discipline is to become effective, except that in cases involving major offenses discipline may be made effective at any time after decision without advance notice.

The fifteen (15) day time limit to give written notice of discipline may be extended by mutual agreement, in writing, between the Corporation and the accused employee, or his/her duly accredited representative.

If no discipline is imposed following the trial and the employee was required to lose time as a result of such trial, they will be paid the greater of the amount actually earned on the date/dates of the trial and the amount they would have earned had they not attended the trial.

k.

1. Except where a major offense has been committed, if the discipline to be imposed is suspension, its application will be deferred unless within the succeeding six (6) month period; the accused employee commits another offense for which discipline by suspension is subsequently imposed.

2. The six (6) month period in paragraph "k.1." will hereinafter be referred to as the probationary period.

3. Probationary periods will commence as of the date the employee is notified, in writing, of the discipline imposed.

4. If the disciplined employee maintains a record clear of offenses during the probationary period, they will not be required to serve the suspension. In all cases the suspended discipline will remain on the employee's record with the notation, "Suspension deferred."

5. If within the probationary period, the employee commits another offense, for which discipline by suspension is subsequently imposed, the suspension that was held in abeyance in paragraph "k1" will be applied when discipline is imposed for such other offense and a new period of probation will be started in connection with the subsequent offense.

6. Discipline by dismissal and suspension where a major offense has been committed will not be subject to the probationary period.

7. If the discipline to be applied is suspension, the time an employee is held out of service, and time lost making a statement and attending trial, will be:

(A) Applied against the period of suspension for which the offense when the suspension is actually served.

(B) Considered time lost without compensation if the employee does not serve the suspension due to compliance with paragraph "k4".

l. The General Chairperson or other duly authorized representative must, within sixty (60) days after the date the decision is rendered, make an appeal in writing to the highest appeals officer of the Corporation requesting that they be given a written response or that the case be held in abeyance pending discussion in conference with the highest appeals officer of the Corporation. When a written response is requested, the highest appeals officer of the Corporation will give written notification of his/her decision to the General Chairperson within sixty (60) days after the date of their receipt of the appeal. When a request is made for the case to be held in abeyance pending discussion in conference, the conference will be arranged within sixty (60) days after the highest appeals officer of the Corporation receives the request for a conference. The highest appeals officer of the Corporation will give written notification of his/her decision to the General Chairperson within sixty (60) days after the date of the conference.

m. Decision by the highest appeals officer of the Corporation will be final and binding unless, within one hundred twenty (120) days from the date of said officer's decision, proceedings are instituted by the employee before a tribunal having jurisdiction pursuant to law or agreement over the matter involved.

n. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto in the employee's personal service record will be voided and, if held out of service (suspended or dismissed), the employee will be reinstated with pay for all time lost and with seniority and other rights unimpaired.

o. If at any point in this appeals procedure or in proceedings before a tribunal having jurisdiction it is determined that the discipline imposed should be modified, the employee will be paid for all time lost in excess of such modified discipline.

p. The time limit provisions in this Rule may be extended at any level of handling in any particular case by mutual consent in writing by the duly authorized labor relations officer of the Corporation and the duly accredited representative of the Organization.

q. The parties hereby recognize the advantage of electronic exchange of documents. Therefore, in the application of time limits, the date and time a document is transmitted via the mutually agreed upon electronic delivery system will govern.

r. Upon request, both parties will provide at least 48 hours prior to the hearing, all known documents to be entered as evidence at the hearing. This rule does not prevent the carrier from entering additional discovered pertinent documents or documents intended or necessary for the purposes of cross-examination or to rebut testimony during the hearing.

11. RULE 30 – LOCKER FACILITIES

Replace current language with the following:

Toilet and lavatory facilities will be provided and maintained at crew bases where Conductors and Assistant Conductors go on and off duty. Lockers will be provided, in sufficient amount at Boston Engine Terminal (BET), SHSY Facility, Readville Yard, North Station and South Station. All other locations where lockers are currently provided will be maintained.

12. RULE 40 – HOLIDAYS

The Carrier shall establish MLK as a Holiday, effective 2026.

13. OPTIONAL DISPLACEMENT

All Conductors and Assistant Conductors will choose a period at the same time in May/October to align with the MBTA Transit/Bus schedule changes. Exceptions to the May/October schedule may occur if the schedule alignment is not received in sufficient time to conduct the pick period. In the event MBTA Transit/Bus schedules change outside of months designated herein, the Local Chairperson and Labor Relations, will meet to

discuss modification to said months, but, in no event will an optional displacement period be postponed indefinitely.

Both Local Chairpersons or their designee will be included in all Optional Displacement processes.

14. NEW RULE - SIDE LETTERS AND MEMORANDUMS OF UNDERSTANDING

Side Letters of Agreement, Memorandum of Agreements or similar documents shall be considered as fully executed only when they have been signed and authorized by the respective department head, a Labor Relations designee and the SMART TD Local Chair and the SMART TD General Chairperson.

15. NEW RULE - ZIPPER CLAUSE

The parties shall work together to identify all current and past Side Letters of Agreement, Memoranda of Agreement or similar documents that will remain or be added to the new collective bargaining agreement. If either party discovers a previously signed side letter after completion of this process, both parties will confer to determine its validity.

“ME TOO” PROVISION

This agreement includes a "Me Too" clause as outlined below, intended to ensure equitable economic treatment among all unions negotiating collective bargaining agreements with the Carrier during the same negotiation cycle.

For the purposes of this clause, "equitable economic treatment" shall mean that when the terms of each *other* relevant Union's subsequently negotiated agreement in this cycle are hypothetically applied to this Union's workforces to assess comparative economic value, the terms of any subsequently settled negotiation with *another* Union when applied to this Union shall not be materially different in relative economic value than the relative economic value of the terms of the agreement reached between the Carrier and this Union in the first instance, taking into account both wage and non-wage benefits. This comparison will consider the impact of the other Union'(s) specific wage and non-wage benefits as if they were granted to this Union's members, using the annual earnings equivalent as the basis for comparison. The concept of "terminal value" shall not apply in performing the comparative economic value evaluation.

Non-wage benefits under this provision include, but are not limited to, additional paid holidays, clothing allowances, per diem benefits, wage differentials, and any other economic benefit negotiated in lieu of direct wage increases. The economic value of these non-wage benefits will be converted into an annualized earnings equivalent based on the methodology outlined below. This methodology will take into account the specific circumstances and membership composition of each Union to ensure a fair and accurate comparison of overall economic value. It is presumed that the terms of the health and welfare benefits program and contribution levels are identical

across the unions and thus those benefits are not included in the calculation method herein.

The annual earnings calculation and conversion of non-wage benefits to their annual earnings equivalents will be performed as follows:

Methodology for Annual Earnings Equivalent Conversion:

1. **Annual Earnings Calculation:** The relative economic value of a collective bargaining agreement (CBA) will be calculated as an annual earnings equivalent for each year of the agreement's term. This calculation will encompass both the compounded wage increases and the static value of non-wage benefits.
2. **Wage Increases:** Wage increases, which are typically applied on July 1st of each year, will be calculated on a compounded basis, reflecting their accumulative impact on annual earnings over the agreement's duration.
3. **Non-Wage Benefits Conversion:** Non-wage benefits, including but not limited to additional paid holidays, clothing allowances, and per diem benefits, will be converted into their annual earnings equivalent using the following steps:
 - a. **Value Assignment:** Assign a monetary value to each non-wage benefit based on its cost or the value it provides to the employee.
 - b. **Annualization:** Convert this value into an annualized figure that reflects its contribution to the employee's total annual earnings. This figure will be added to the compounded wage earnings to compute the total annual earnings equivalent for each year of the agreement.
4. **Total Economic Value Comparison:**
 - a. **Hypothetical Application:** The terms of each other relevant Union's negotiated agreement in this cycle will be hypothetically applied to this Union's workforces to assess comparative economic value. This comparison will consider the impact of the other Union'(s) specific wage and non-wage benefits as if they were granted to this Union's members, using the annual earnings equivalent as the basis for comparison.
 - b. **Adjustment Mechanism:** Should the comparison reveal that the terms of a subsequently negotiated agreement would have provided a materially higher total annual earnings equivalent in the aggregate across all years than the terms negotiated by this Union, the Carrier will make equitable adjustments to the terms of this negotiated agreement to match the enhanced economic value. Adjustments will aim to equate the total annual earnings over the agreement's duration, ensuring parity among all Unions.

Rocky Point, C. 6/10/25

John Vessels Date 6/10/21

David B. Liff 6/10/25

Javier Ramirez Date 6/10/25

Kenneth Owens 6/10/25

Cole Czub 6/10/25

John McLaughlin 11/10/05
John McLaughlin Date

AJ Jones _____ Date _____

Abdellah Chajai Date

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**Side Letter No. 1
Reopener**

John Vessels
General Chairman, GO-769
SMART - Transportation Division
1819 John F. Kennedy Blvd., Suite 430
Philadelphia, PA 19103

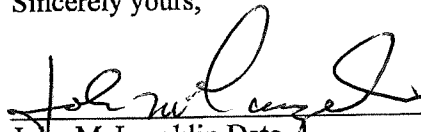
Dear Sir:

This shall confirm our understanding regarding a re-opener regarding S/LTD and Life Insurance, under the Carrier's Guardian Plan, or similarly designed plan:

Notwithstanding the Moratorium provisions of this document, the parties agree to re-open Health Care, specifically in regard to Short, Long Term Disability and Life. The Carrier is currently researching including the SMART TD within their current plan, or a substitute plan and expects the information back within a short time. This notice shall not be served prior to May 1, 2025, not to become effective before June 1, 2025.

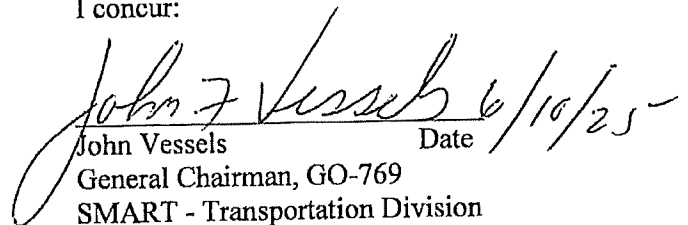
If the foregoing accurately reflects our understanding, please sign where indicated below.

Sincerely yours,



John McLaughlin Date
Senior Director of Labor Relations
Keolis Commuter Services

I concur:



John Vessels Date 6/10/25
General Chairman, GO-769
SMART - Transportation Division

Side Letter No. 2
Non-Holiday Modifications Outside of Rule 8 (c)

John Vessels
General Chairman, GO-769
SMART - Transportation Division
1819 John F. Kennedy Blvd., Suite 430
Philadelphia, PA 19103

Dear Sir:

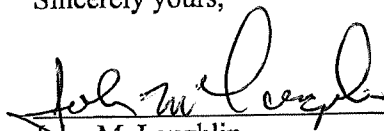
Based upon our conversations during this round of negotiations the following is understood:
Following numerous discussions and pursuant to Agreement Rule 8 (c) between the parties, when jobs are created, including holiday exceptions, the following will occur if the Carrier is required to modify assignments outside of the agreed upon exceptions.

- Conductors and Assistant Conductors holding assignments which are cancelled or annulled due to a required schedule change, outside the parameters agreed upon between the parties within the required Rule 8 and Rule 10, shall be paid a minimum of eight (8) hours.
- This payment shall be recognized as a scheduled work day, in as far as starts and the contemplation of overtime is concerned, if all other requirements are met which trigger overtime payments.
- It is also recognized, if said annulment or cancellation occurs, the "bridging" requirements pursuant to Agreement Rule 40 will be extended until the Conductor or Assistant Conductors next scheduled workday.

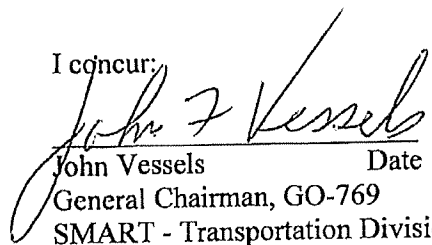
This understanding is only enforceable in the event of a schedule change on non-working holidays, as examples, but not limited to, Patriots Day, Columbus Day.

If the foregoing accurately reflects our understanding, please sign where indicated below.

Sincerely yours,



John McLaughlin Date
Senior Director of Labor Relations
Keolis Commuter Services

I concur:
 6/10/21

John Vessels Date
General Chairman, GO-769
SMART - Transportation Division

Side Letter No. 3
SMART TD Representation

John Vessels
General Chairman, GO-769
SMART - Transportation Division
1819 John F. Kennedy Blvd., Suite 430
Philadelphia, PA 19103

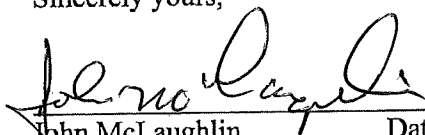
Dear Sir:

This shall confirm the Parties' understanding regarding representation of SMART TD at interviews for potential candidates.

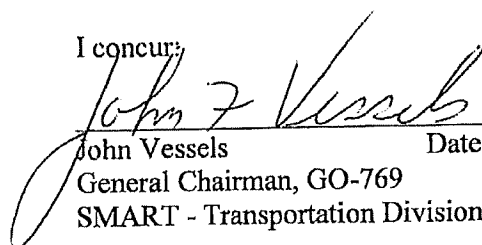
A SMART-TD union representative will be present in all interviews for the conductor in training positions as the expert to answer any union related questions, if the needs of the service permit

If the foregoing accurately reflects our understanding, please sign where indicated below.

Sincerely yours,



John McLaughlin Date
Senior Director of Labor Relations
Keolis Commuter Services

I concur:


John Vessels Date
General Chairman, GO-769
SMART - Transportation Division

**Side Letter No. 4
Three Divisions**


John Vessels
General Chairman, GO-769
SMART - Transportation Division
1819 John F. Kennedy Blvd., Suite 430
Philadelphia, PA 19103

Dear Sir:

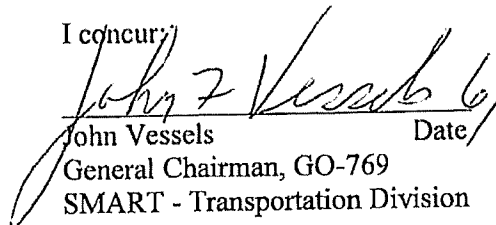
This letter confirms our agreement to meet as soon as practicable after the execution of the Collective Bargaining Agreement in order to discuss, in detail, the merits of implementing a three-zone approach to the South Side schedules. We further agree that the parties must reach mutual agreement in order for the three divisions to be implemented. These discussions shall conclude no later than twelve (12) months from the date of our initial discussion.

If the foregoing accurately reflects our understanding, please sign where indicated below.

Sincerely yours,



John McLaughlin Date
Senior Director of Labor Relations
Keolis Commuter Services

I concur:


John Vessels Date 6/10/25
General Chairman, GO-769
SMART - Transportation Division