

Agreement
Between
Keolis Rail Services Virginia, LLC (VRE)
And
Keolis/VRE Employees Represented By
SMART-TD Passenger Conductors, Assistant Passenger Conductors, ACE Employees - GO 769

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (Agreement) for the period July 1, 2021, through July 1, 2025. The changes set forth in this Agreement shall be effective upon the date of ratification, unless specified otherwise.

ARTICLE I – WAGES

Section I – Wage Increase Implementation

(a) All rates of pay resulting from Section 2, below for employees covered by this Agreement shall be applied as follows:

1. Disposition of Fractions -- Rates of pay resulting from application of Section 2 which end in fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 2 – General Wage Increase

7/1/21	2%
7/1/22	5%
7/1/23	5%
7/1/24	4%
7/1/25	4.5%

Section 3 – Retroactive Pay

Beginning July 1, 2021, active employees (including those that have subsequently retired or died) will be entitled to retroactive pay from Keolis Rail Services Virginia (KRSV). Any employee in a dismissed status on the date of this agreement who is subsequently returned to service through disciplinary appeal process will be considered eligible for retroactive pay. Payments will be processed as soon as possible, but in no event later than 90 days from the date of ratification.

ARTICLE II – HEALTH CARE

Section 2 – Employee Contribution

Beginning the agreement's ratification, employee contribution to monthly healthcare benefits is the following:

Employee Contribution (Per Pay Period)
7/1/23 - \$150
1/1/24 - \$157.50
1/1/25 - \$165

ARTICLE III – GENERAL PROVISIONS

Section I – Me Too

In the event that the Company negotiates an agreement with the representative of another craft or class containing wage increases, fringe benefits or lay-over terms that are materially more favorable to such craft or class than those that have been agreed upon herein, such more favorable provisions shall be applicable to the conductors and assistant conductors SMART Transportation Division represents in lieu of the less favorable provisions contained in this agreement.

Section II – Moratorium

This Agreement shall become effective upon the signature of the parties and shall remain in effect thereafter unless or until changed pursuant to the terms of the Railway Labor Act. No notice under Section 6 of the Railway Labor Act shall be served by either party prior to January 1, 2025, to be effective no sooner than July 2, 2025. Nothing in this Agreement precludes the parties from changing its terms by mutual agreement in writing.

Section III – Effect of this Agreement

a. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle open issues in this round of bargaining with respect to the subjects covered by this Agreement.

b. The Agreement shall remain in effect through July 1, 2025, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed this 14th day of August, 2023.

For Keolis Rail Services Virginia (VRE):



John Kerins
General Manager

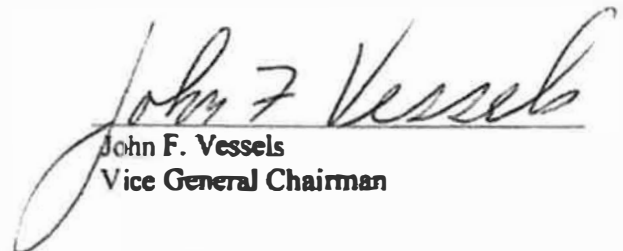


Lamar Bates
Director of Labor Relations

For the Organization:



Rick Pauli
General Chairman



John F. Vessels
Vice General Chairman



Javier Ramirez
General Committee Secretary



Joshua Kroepil
Local Chairperson, 19333