AGREEMENT BY AND BETWEEN TRANSITAMERICA SERVICES, INC. AND

GENERAL COMMITTEE OF ADJUSTMENT OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION WORKERS – TRANSPORTATION DIVISION

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (Agreement) for the period July 1, 2022, through June 30, 2027. This Memorandum of Agreement is subject to ratification by the membership of the Organization, and approval by the General Chairperson, General Committee of Adjustment of the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division ("Union", "Organization", "SMART" or "SMART-TD") and the President, International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division. The rules in the February 8, 2012, UTU-TASI 13(c) Implementing Agreement and all attachments thereto, other than those subject to change herein, shall continue to remain in effect. The rule changes set forth in this Memorandum of Agreement shall be effective upon the date of ratification unless specified otherwise. Upon ratification, these modifications will be incorporated into the Rules Agreement between the parties.

PART I - WAGES

Section 1 - General Wage Increases:

Increase	Increase Effective Date	Increase Rate
First General Wage Increase	July 1, 2022	5%
Second General Wage Increase	July 1, 2023	5%
Third General Wage Increase	July 1, 2024	5%
Fourth General Wage Increase	July 1, 2025	4.5%
Fifth General Wage Increase	July 1, 2026	4.5%

Retroactive payments only apply to actual wages earned from July 1, 2022, through the date of this fully executed Agreement. Payments will be based on the actual wages earned and the increase realized in the application of the agreed-to GWI's. No other retroactive payments, adjustments, or liabilities will be incurred by Carrier due to changes made to this Agreement.

Section 2 - Retroactive Pay:

Active employees as of the date of ratification by the Organization (including those who have subsequently retired or died after the date of ratification but before payment) will be entitled to retroactive pay for work since July 1, 2022, subject to deductions for increased employee health insurance contributions for the same period, standard deductions and any historical offsets, unless otherwise provided for in this Agreement. Any employee in a dismissed status on the date of ratification who is subsequently returned to service through the disciplinary appeal process will be considered eligible for retroactive pay for the period of time worked. Active employment as of the

date of ratification includes employees on sick leave, disability, disability retirement, temporary suspension, furlough or leave of absence to the extent such employees received wages from July 1, 2022, until the date of payment. Payments will be processed as soon as possible, but in no event later than 90 days from the date of ratification. Retroactive pay will be paid in a separate check or direct deposit. Retroactive pay is conditioned on the positive recommendation of the Organization representatives and a fully executed Agreement.

PART II – HEALTH CARE

No retroactivity on employee contributions from 2022 to the date of ratification.

Health Care Contributions:

Monthly cost sharing will be \$249.43 at ratification and will adjust up, if applicable, annually on July 1st of each year, dependent on the actual cost to TASI, but will not exceed 6% per year, starting in 2025. During this term thru June 30, 2027, the monthly cost sharing will not exceed \$280.25. Justification for any increase will be provided to the General Chairman.

The parties agree that there shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Agreement.

PART III – WORK RULES

Work Rules Index:

The agreed to provisions attached to this memorandum titled "WORK RULES INDEX" shall modify or amend the appropriate corresponding work rules.

PART IV – GENERAL

Me Too:

In the event that TASI reaches agreement with other organizations representing other crafts, which contain more favorable general wage increases or new benefits during the current round of negotiations, such provisions will be incorporated into this agreement. This provision will not apply in any other instance.

PART V - MORATORIAM

Effect of this Agreement:

- (a) The purpose of this Memorandum of Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the parties' respective Section 6 Notices with respect to the subjects covered by this Memorandum of Understanding.
- (b) The Agreement shall remain in effect through June 30, 2027, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Memorandum of Agreement shall serve, prior to January 1, 2027, (not to become effective before July 1, 2027) any notice or proposal for the purpose of changing the terms covered by this Memorandum of Agreement.

Signed this 16th day of June, 2025.

For the Organization:

John Hessel

John Vessels, Acting General Chairperson General Committee of Adjustment of the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division

For the Company:

Scott Perry, President TransitAmerica Services, Inc.

WORK RULES INDEX

TransitAmerica Services Inc.

and

General Committee of Adjustment of the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division

Modifications to Rules:

- 1. Rule 8 K
- 2. Rule 12 Extra Board
- 3. Rule 13 Filling Conductor Vacancies
- 4. Rule 13A Filling Assistant Conductor Vacancies
- 5. Rule 22 Bereavement
- 6. Rule 26 Leave of Absence
- 7. Rule 36 Meal Period
- 8. Rule 49 Relief Day Work

RULE 8 Bulletin and Assignments

K. Employees whose positions are abolished and/or who have a displacement right and who elect to exercise such displacement right must exercise such right within two (2) calendar days after the date of displacement. Employees displaced must exercise their seniority in the same manner within two (2) calendar days after the date displaced. Employees who are able to but fail to exercise their displacement rights in the prescribed time limit will revert to the extra board at their crew base. Employees not possessing sufficient seniority to displace any employees will be placed in furlough status.

The two (2) day calendar period begins at midnight the day of notification of the right to a displacement.

<u>RULE 12 Extra Board</u>

A. If an employee makes an immediate displacement to the extra board when displaced, that employee will not have his guarantee disturbed, provided that employee remains available on the extra board for the remainder of that week.

RULE 13 Filling Conductor Vacancies

Add and make Sec. C: "Employees will not be considered if they will be unavailable to work their regular assignment due to the Hours-of-Service Law.".

<u>RULE 13A Filling Assistant Conductor Vacancies</u>

Add and make Sec. B: "Employees will not be considered if they will be unavailable to work their regular assignment due to the Hours-of-Service Law.

RULE 22 – Bereavement

Employees who have a death in the immediate family will be allowed to take up to the following number of scheduled workdays off, as detailed below, with the approval of the Company. Such approval will not be unreasonably denied. TASI may require proper documentation. (Such as obituary, funeral letters, death certificate, etc.). Days off must be completed within three (3) months of the date of death, though they do not need to be taken consecutively. To be eligible for paid leave, an employee must have worked for the employer for more than thirty (30) days prior to the start of the leave.

In the event of a death of an Employee's spouse, registered domestic partner, immediate parents, brothers, sisters, grandchildren, grandparents, parents-in-law and stepparents, or children, Employees shall receive paid bereavement leave to a maximum of five (5) working days for the purpose of bereavement.

In the event of a death of an Employee's other immediate relatives (brothers and sisters in law and spouse's/registered domestic partner's grandparents) Employees shall receive bereavement leave to a maximum of three (3) unpaid working days for the purpose of bereavement.

* Any changes in Q&A's due to the above, will be discussed and handled during Codification.

RULE 26 – Leave of Absence

Modify existing language in Sec. L:

L. Employees off duty on account of a sickness or disability shall submit paperwork as required by the Company pursuant to the FMLA, ADA or state or local counterparts. Such paperwork will be sent by the Carrier's Human Resources Manager or third-party vendor (e.g., Sunlife or current vendor) to the employee's current address on file by certified mail, reputable courier service (e.g., UPS), within 30 days, unless otherwise agreed, for return of the medical information being requested. Should the employee fail to respond to such request by the specified due date the Carrier shall send notification to the employee's current address on file by certified mail, or reputable courier service (e.g., UPS) with a copy to the Local Chairman. This paperwork will notify them they may be subject to handling under the Collective Bargaining Agreement, if the FMLA, ADA or other required paperwork is not received within fifteen (15) calendar days. If doctor appointment is/are necessary to complete the required paperwork, the Carrier will not deny this reasonable request to complete and deliver said documentation, if requested prior to the specified due date.

Add letter "O": In accordance with the CFRA, effective upon ratification, all employees will be eligible for twelve (12) weeks of unpaid, job-protected parental leave, assuming employee meets eligibility requirements.

RULE 36- Meal Period

A. Modify existing language; change 20 minutes to 30 minutes.

RULE 49 - Relief Day Work (Extra Boards)

D. Modify existing language; Employees who fail to accept or miss a call when contacted will not be allowed to mark up for Relief Day Work for seven (7) calendar days.