

**AGREEMENT**

**By and Between**

**HERZOG TRANSIT SERVICES, INC.**

**And**

**INTERNATIONAL ASSOCIATION OF**

**SHEET METAL, AIR, RAIL, AND**

**TRANSPORTATION WORKERS**

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WHEREAS, Herzog Transit Services, Inc. (hereinafter "HTSI" or "Company") has agreed to assume certain responsibilities for the operation of the Tri-Rail Commuter Rail System (hereinafter "Tri-Rail") for the South Florida Regional Transportation Authority (hereinafter "SFRTA"), effective July 1, 2017;

WHEREAS, it is the desire of the parties to this Agreement to avoid any interruption of service in the interests of the public, and to minimize impact on the commuter rail employees of Transdev, the operator of Tri-Rail prior to July 1, 2017;

WHEREAS, the assumption of this operation will result in the establishment by HTSI of comparable positions necessary to perform the work formerly performed by commuter rail employees of Transdev as the operator;

WHEREAS, HTSI intends to offer employment with HTSI to commuter rail employees of Transdev; and

WHEREAS, HTSI recognizes the International Association of Sheet Metal, Air, Rail, and Transportation Workers Union (hereinafter "SMART" or "Organization") as the bargaining representative of the Transportation Specialists to be employed in the service covered by this Agreement,

NOW, THEREFORE, IT IS AGREED:

**PART I**

1. The parties have previously entered into an Interim Memorandum of Understanding dated May 4, 2017, which is attached as Exhibit A.
2. The parties agree to adopt and continue the collective bargaining agreement between SMART and TransDev Services, Inc. that became effective July 1, 2014 and otherwise

expires June 30, 2017, subject to changing references from TransDev to HTSI and the additional changes set forth in this Implementing Agreement and side letters.

3. In order to insure a seamless and transparent transition on July 1, 2017, in lieu of an initial advertisement of positions with HTSI, the parties will identify all employees working as Transportation Specialists and their job assignment status prior to June 30, 2017 (or an earlier date as may be agreed to between the parties as the transition date nears), and shall initially establish such status as employees of HTSI upon HTSI's commencement of operations as the operator of SFRTA Commuter Railroad Service on July 1, 2017. It is intended by this provision that no material change in current employees, their assignments, their seniority standing on the roster, or their job assignment status will occur by virtue of HTSI's assumption of this service on July 1, 2017, provided each employee satisfies the requirements in Exhibit A, the IMOU dated May 4, 2017. Both parties commit to a cooperative effort to achieve this result without disruption to the employees or to the operation.
4. Employees occupying assignments on June 30, 2017, will occupy the same assignments on July 1, 2017, and will not thereafter be permitted to make any voluntary exercise of seniority that may otherwise be permitted under the governing agreement until on or after July 17, 2017 in accordance with this Agreement. Exercise of seniority necessitated by virtue of an employee not accepting employment with HTSI, or by other unexpected vacancies, would not be covered by this temporary stand-still provision. The intent of this provision is to insure the maximum stability in the Company's operations and manning of assignments during the initial transition period, and the parties will handle any unanticipated circumstances not covered by this provision in a manner which best achieves this purpose.
5. The service covered by this Agreement will be a single seniority district and the employees securing a position in accordance with this Agreement will be maintained on such seniority roster with the same date and in the same relative standing as they appeared on the Transdev roster.
  - A. Employees who are on suspension, discharge pending appeal, leave of absence (other than those addressed in sub-paragraph B. below) or disability during the transition period shall be subject to the provisions of this Agreement the same as if they had been in active service on the effective date of assumption of service. Should any such employee return to active service, such return to service shall be in conformity with the rules of the governing collective bargaining agreement.
  - B. Employees who were granted leaves of absence or who terminated employment prior to July 1, 2017 to take promotion to management (non-agreement) positions with Transdev or HTSI shall continue to be maintained on the seniority roster after implementation of this agreement. Thereafter, their rights and obligations with respect to maintenance or exercise of such seniority shall be as set forth in the governing collective bargaining agreement.

6. Subject to the provisions of the governing collective bargaining agreement, compensated days and years of service currently recognized by Transdev shall be used in determining entry rates and eligibility for vacation and personal leave benefits for employees entering HTSI service pursuant to this Agreement. The Company anticipates it will receive information from Transdev outlining such information, as well as the number of vacation and personal leave days each employee has accrued but has not taken for the calendar year. An individual employee who disputes the correctness of the information provided by Transdev may require further review. In the event of disagreement, the General Chairman and the HTSI Manager of Labor Relations will meet for the purpose of informally resolving the dispute.
7. HTSI will not assume liability for any personal or other paid days accrued but not taken prior to December 31, 2016. To the extent Transdev has paid out personal days employees received as of January 1, 2017, HTSI will recognize and permit unpaid personal days which employees received on January 1, 2017 and which employees have not taken on or prior to June 30, 2017.
8. Nothing in this Agreement is intended to impose an obligation upon HTSI to establish or maintain minimum staffing levels or requirements.
9. There shall be no pyramiding or duplication of any benefit(s) in the application of any portion of this Agreement.
10. The adoption by HTSI of the current Collective Bargaining Agreement provisions between SMART and Transdev, as amended herein, satisfies the obligation of HTSI under Section 3.2 – Labor Protection, of the Operating Services Contract—Special Terms and Conditions, Contract No. 16-010 between HTSI and SFRTA. This Agreement does not supersede any action which HTSI may be required to take under federal or other laws, federal or state regulations, or labor protective arrangements applicable to HTSI by virtue of 49 U.S.C. Sec. 5333.

## PART II

1. Rule 2.A. of the Collective Bargaining Agreement will be amended to the following:

The following hourly rates of pay will apply as of the date shown in the chart next below for Transportation Specialists:

July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
4%	2 ½ %	3 %	2 ½ %	3 %
4%	2 ½ %	3 %	2 ½ %	3 %

Upon ratification, all Transportation Specialists will receive \$1000 as a signing bonus.

2. Rule 33.B. and D. of the Collective Bargaining Agreement will be amended to the following:

B. The Company offers a Medical Plan that may be selected at the discretion of each employee. The "Plan Design Summary" for the plan is shown as Appendix "A" to this Agreement. Employee contributions will be treated as being paid on a pre-tax basis to the extent permitted by law.

Bi-weekly Employee Contributions will be as follows:

Employee Only	\$61.45
Employee + Spouse	\$71.25
Employee + Child(ren)	\$64.48
Family	\$79.31

Current bi-weekly contributions will be increased by no more than 10% per calendar year or 40% over the life of the contract with justification for an increase in the calendar year provided to the General Chairman. At no time under the Agreement will Bi-Weekly Contribution Rates exceed:

Employee Only	\$86.03
Employee + Spouse	\$99.75
Employee + Child(ren)	\$90.27
Family	\$111.03

Term limits for the continuation of Medical coverage for employees who cease to render compensated service are set-forth In Appendix "B" to this Agreement.

D. Employees that elect to enroll in dental coverage will be required to contribute towards the cost of the Company's Dental Plan. On a bi-weekly deduction bases, the 2017 rates are as follows:

<u>Coverage</u>	<u>2017 Employee Bi-weekly Contribution</u>
Employees Only:	\$4.64
Employee/Child	\$9.96
Employee/Spouse:	\$10.07
Family:	\$17.10

The employee contribution is subject to modification in future years, but will not exceed 40% of the Company's cost for the Dental Plan.

E. The intent is for benefits and HCA provided by Transdev as of June 30, 2017 to

continue with HTSI on July 1, 2017. Such benefits and HCA are provided on an annual basis for 2017 and do not re-start on July 1, 2017. Employees and the Company will cooperate to obtain information on each employee's benefits and HCA use through June 30, 2017 and the employee will have the remainder of the benefits and HCA to use from July 1 through December 31, 2017. HCA amounts not used in 2017 will roll over into 2018.

3. Appendix A of the Collective Bargaining Agreement will be amended to the following:

**UMR**

**2017-2018 MEDICAL/PRESCRIPTION DRUGS SUMMARY OF BENEFITS  
FOR  
HTSI OPERATIONS**

In general, the Medical/Prescription benefits that were available through Transdev on June 30, 2017 are the benefits HTSI will provide on July 1, 2017 and forward.

The following charts summarize benefit information. Please refer to specific benefit sections in the Plan Document and Summary Plan Description for more detailed explanations.

<b>DESCRIPTION OF MEDICAL BENEFITS</b>	<b>UnitedHealthcare Options PROVIDERS</b>	<b>NON-NETWORK PROVIDERS*</b>
<b>Plan Year Deductible</b>		
• Individual	\$1,000	\$3,000
• Family	\$2,000	\$6,000
<b>Plan Year Out-of-Pocket Maximum</b>		
<b>**Includes Medical and RX Deductible and Copays</b>		
<b>***Includes Medical Deductible</b>		
• Individual	\$3,000**	\$9,000***
• Family	\$6,000**	\$18,000***
<b>HRA Contribution Amount</b>		
• Individual		\$1,500
• Family		\$3,000
<b>Hospital Services</b>		
• Inpatient	80% after deductible	60% after deductible
• Inpatient non-preventive tests, labs, and x-rays	80% after deductible	60% after deductible
• Outpatient Services	80% after deductible	60% after deductible
• Outpatient non-preventive tests, labs, and x-rays	80% after deductible	60% after deductible
<b>Emergency Room Services</b>	80% after deductible	
<b>Urgent Care Services</b>	80% after deductible	
<b>Ambulance</b>	80% after deductible	

**Physician Office Visits**

- Office Visits, laboratory, x-ray, medical supplies, allergy injections etc. provided in the Physician's office. 80% after deductible 60% after deductible
- Office Surgery 80% after deductible 60% after deductible

**Specialist Office Visits**

80% after deductible 60% after deductible

**Other Physician Services**

- Hospital Visits/Consultations 80% 60%
- Surgeon and Assistant Surgeon after deductible after deductible

**Therapy**

- Occupational Therapy 80% 60%
- Physical Therapy after deductible clinical after deductible clinical

Maximum visits combined for PT and OT review after 20 review after 20

- Speech Therapy 80% 60%

Maximum daily services per person per Benefit Year after deductible clinical after deductible clinical

review after 20 review after 20

DESCRIPTION OF MEDICAL BENEFITS	PPO PROVIDERS	NON-NETWORK PROVIDERS
Chiropractic Care	80% after deductible \$1,500 annual max	60% after deductible \$1,500 annual max
Home Health Care	80% after deductible	60% after deductible
Hospice Care	80% after deductible	60% after deductible
Preventive Care (Including Lab)	100% no deductible	100% no deductible

<p><b>DESCRIPTION OF PRESCRIPTION BENEFITS – Coverage for In-Network Benefits Only</b></p> <p><b>Deductible and Copays apply to In-Network Out-of-Pocket Maximum</b></p>	<p><b>Prescription Deductible per Benefit Year:</b></p> <p><input type="checkbox"/> Individual N/A</p> <p><input type="checkbox"/> Family N/A</p> <p><b>Retail 30 Day Supply</b></p> <p><input type="checkbox"/> \$10 copay per Generic prescription</p> <p><input type="checkbox"/> 20% coinsurance with \$25/\$75 minimum/maximum per Preferred Brand prescription</p> <p><input type="checkbox"/> 40% coinsurance with \$35/\$100 minimum/maximum per Non-preferred Brand Prescription</p> <p><b>Mail Order 90 Day Supply</b></p> <p><input type="checkbox"/> \$25 copay per Generic prescription</p>
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	<input type="checkbox"/> 20% coinsurance with \$50/\$150 minimum/maximum per Preferred Brand prescription <input type="checkbox"/> 40% coinsurance with \$70/\$200 minimum/maximum per Non-preferred Brand Prescription
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*This is a summary of the medical, prescription and dental plans and is not intended to be a complete description. Please refer to the plan booklet for complete information including but not limited to: covered expenses, limitations, and exclusions. If this summary does not match the plan booklet, the plan booklet prevails.*

4. HTSI will provide a 401(k) plan comparable to the Transdev 401(k) plan for the use of employees. HTSI will assist employees in rolling over funds from Transdev employee 401(k) accounts to substantially similar HTSI employee 401(k) accounts. To the extent permitted by law and only if the employee rolls over the entirety of the employee's Transdev 401(k) account, HTSI will take reasonable steps to permit the employee to roll over 401(k) account outstanding loans to the employee's HTSI 401(k) account without first repaying the loans.

**PART III**

1. Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this Agreement which has not been resolved by the parties within thirty (30) days shall thereafter be progressed and, if necessary, adjudicated under the Claim and Grievance Procedure contained in the governing collective bargaining agreement.
2. This Agreement becomes effective July 1, 2017, and remains in effect until 11:59 PM on June 30, 2022, except should the Company's Agreement to operate the service expire or be terminated beforehand, in which case this Agreement shall terminate as of the same date. Without further notice, HTSI and the Organization agree to open the collective bargaining agreement after approximately the first year of this Agreement to negotiate the duties, organizational structure and bargaining unit of the employees subject to this Agreement after the Company has had an opportunity to analyze these issues. Except with respect to the re-opener noted above, not earlier than January 1, 2022, either party can serve notice on the other to modify the terms of this Agreement to be effective not earlier than July 1, 2022.

Signed on July 11<sup>th</sup>, 2017.

For the Organization:

  
 General Chairman, SMART

For the Company:



## EXHIBIT A

### INTERIM MEMORANDUM OF UNDERSTANDING

WHEREAS, TransitAmerica Services, Inc. (hereinafter "TASI" or "Company") has agreed to assume certain responsibilities for the operation of the Tri-Rail Commuter Rail System (hereinafter "Tri-Rail") for the South Florida Regional Transportation Authority (hereinafter "SFRTA"), effective July 1, 2017;

WHEREAS, it is the desire of the parties to this Agreement to avoid any interruption of service in the interests of the public, and to minimize impact on the commuter rail employees of Transdev, the operator of Tri-Rail prior to July 1, 2017;

WHEREAS, the assumption of this operation will result in the establishment by TASI of comparable positions necessary to perform the work formerly performed by commuter rail employees of Transdev as the operator;

WHEREAS, TASI intends to offer employment with TASI to commuter rail employees of Transdev; and

WHEREAS, TASI recognizes the International Association of Sheet Metal, Air, Rail, and Transportation Workers Union (hereinafter "SMART" or "Organization") as the bargaining representative of the Engineers, Conductors and Transportation Specialists to be employed in the service covered by this Agreement,

NOW, THEREFORE, IT IS AGREED:

The parties will continue negotiations on an implementing agreement and applicable collective bargaining agreements. In anticipation of concluding these negotiations, the parties enter into this Interim Memorandum of Understanding to expedite and facilitate the transition.

On or about May 15, 2017, TASI will deliver, by certified mail, return receipt requested, to the home address of all qualified Transdev employees, a conditional offer of employment, along with other required documents such as those described in this IMOU. These documents must be completed and returned to TASI, by the date set forth therein (which shall be no fewer than ten (10) days), postmark to govern, in order for the Transdev employee to be eligible for further participation in the employment process set forth in this Agreement. TASI shall have no further obligations to individuals who fail or decline to return the requisite completed documents within the time prescribed.

Transdev commuter rail employees will be required to sign a release instructing and authorizing Transdev to provide TASI with a copy of the employee's Transdev medical records. The Transdev employee will also be required to complete TASI's Pre-employment Medical Questionnaire if provided and approved by SMART in advance. Should TASI's Medical Department determine that additional information is required as a result of the information provided on that Questionnaire, the employee will be required to request his/her physician to



provide such additional information. Any further action in this area, which may include an examination by a TASI-designated physician, will be handled on a case-by-case basis in accordance with the provisions of the governing collective bargaining agreement.

The Transdev commuter rail employee will be required to undergo drug and alcohol testing. This testing will commence as early as May 15, 2017, and completed by May 31, 2017. TASI will take reasonable steps to expedite the testing. Any employee testing positive for a controlled substance will be provided the opportunity, upon his/her request, for a split sample test at the employee's expense, by a different DOT approved testing facility selected by the employee from a list of three provided by TASI which will use a testing method that is specific for the substance(s) detected in the initial test.

In the event of a confirmed positive result, the employee may not be accepted for employment by TASI. The employee may, at no cost to TASI, seek self-recovery and provide a satisfactory test result within 45 days from the date of deferral. Upon such timely presentation, the employee will then be eligible to complete the employment process set forth in the Agreement subject to conditions agreed upon by SMART and TASI.

Eligible Transdev employees who fail to complete any applicable provision of the processes set forth above prior to the July 1, 2017 date of assumption of service will not be accepted for employment by TASI.

Existing Transdev collective bargaining agreement provisions pertaining to disapproval of employment application will not be applicable to those Transdev employees who accept employment with TASI pursuant to the terms of this IMOU, provided all the provisions of this IMOU have been completed prior to May 31, 2017.

For the Organization:

For the Company:

/s/ Dirk Sampson

/s/ Bret George

Date: May 4, 2017

Date: May 4, 2017

Side Letter No. 1  
July 1, 2017

Dirk Sampson  
General Chairman  
SMART

Dear Mr. Sampson:

This has reference to the Agreement entered into this date between HTSI and SMART relating to HTSI's assumption of operation of the Tri-Rail Commuter Rail System service on July 1, 2017.

During our negotiations HTSI expressed its desire and belief that all employees accepting employment will perform their duties with diligence and in compliance with the rules. Therefore, HTSI will not propose to seek or obtain past Transdev discipline records, and agrees that employees will begin their employment with HTSI with a clean disciplinary slate, except for the following:

1. Employees with a previous Rule G (drug or alcohol) violation that resulted in a probationary reinstatement agreement, or a probationary period that is still in effect on July 1, 2017, will be considered still bound by the terms of such arrangement when employed by HTSI. This will include, but not be limited to, obligations of ongoing participation in EAP counseling, follow-up/random testing, and/or any other condition agreed to in conjunction with the probationary reinstatement agreement.
2. This Agreement does not supersede any action, which HTSI may be required to take under the provisions of the CFR, federal, or other laws, or regulations imposed by the FRA.

If the foregoing adequately and accurately outlines our understanding in this matter, please so indicate by signing in the space provided for that purpose below.

AGREED:

  
General Chairman, SMART

Yours truly,



Side Letter No. 2  
July 1, 2017

Dirk Sampson  
General Chairman  
United Transportation Union

Dear Mr. Sampson:

This has reference to the Agreement entered into this date between HTSI and SMART relating to HTSI's assumption of operation of the Tri-Rail Commuter Rail System service on July 1, 2017.

During our discussions we addressed the treatment of vacation of employees who become employees of HTSI under the terms of the Implementing Agreement. Employees who become HTSI employees on July 1, will fall into one or more of the following categories:

1. Employees who earned a 2017 vacation in 2016, but not have taken all of such vacation as of July 1, 2017.
2. Employees who have not yet worked a sufficient number of qualifying days for Transdev by July 1, 2017 to have qualified for a 2018 vacation.
3. Employees who have already worked a sufficient number of qualifying days for Transdev by July 1, 2017 to have already qualified for a 2018 vacation.

As to Item 1, it is understood that all employees will be paid by Transdev for any remaining 2017 vacation days earned but not taken as of July 1, 2017. Therefore, existing vacation schedules for 2017 will be applied on HTSI and observed as scheduled. Employees will not receive any additional pay for such vacation days, having been paid for them upon termination of employment with Transdev.

As to Item 2, former Transdev employees who have not worked a sufficient number of qualifying days with Transdev by July 1, 2017 to earn a 2018 vacation will be able to combine such qualifying days and earnings with those days paid by HTSI during the balance of 2017 to qualify for a 2018 vacation. Paid vacation in 2018 will be based on combined Transdev and HTSI service and earnings rendered in 2017. Said accrued vacation will be paid consistent with the terms of the governing CBA. As to Item 3, Transdev is required by law and/or agreement to pay employees who have worked a sufficient number of days by July 1, 2017 to qualify for a 2018 vacation.

These employees are expected to preserve these funds for vacation days observed in 2018. Such vacation days taken in 2018 will not be paid for by HTSI, having already been paid by Transdev. The following will also apply to employees covered under Item 3:

- a. When vacation schedules are made in late 2017, those employees who have already been paid for their 2018 vacation by Transdev will have a one-time option to schedule a reduced number of weeks' vacation in 2018. Such requests must be made to the management and Local Chairman in writing and, once made and incorporated into the final vacation schedule, are irrevocable.
- b. The governing agreement sets forth a dual basis for calculating vacation pay, and whichever is higher is applied. Due to the mid-year transition, one of those methods (i.e., 1/52 of the prior calendar year's actual earnings) cannot be determined by Transdev for 2018 vacations at time of payoff. It is recognized that upon completion of 2017, employees in this category are entitled under the governing agreement to have a final calculation made regarding method of payment of 2018 vacation pay. The difference due under these calculations, if any, will be due the employees involved when the first week of 2018 vacation is actually taken.

Example: An employee earned and was paid for a 2018 vacation of 3 weeks by Transdev upon termination of Transdev employment. After the end of year 2017, the calculation by HTSI of 2018 vacation pay (based upon 1/26 of HTSI 2017 earnings) results in an additional \$1,500.00 due. When that employee actually observes his/her first week of 2018 vacation pay, his/her vacation pay for that week will be \$1,500.00.

Employees may not pyramid benefits between the two employers. An employee who earned (and was paid for) a 2018 vacation on Transdev would not be entitled to another 2018 vacation by virtue of service performed on HTSI during the balance of the year, even if the requisite qualifying days were earned.

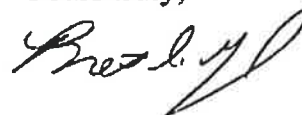
The intent of the above provisions is to fully and correctly pay employees the full amount due under the vacation provisions of the collective bargaining agreement - no more, and no less. Any individual disputes or controversies will be resolved on the basis of achieving that intended result.

If the foregoing adequately and accurately describes our understanding and agreement, please so indicate by signing below.

AGREED:

  
General Chairman, SMART

Yours truly,



**Side Letter No. 3**  
**VACANT**

Side Letter No. 4  
July 1, 2017

Mr. Dirk Sampson  
General Chairman

Dear Mr. Sampson:

This has reference to the Agreement entered into this date between HTSI and SMART relating to HTSI's assumption of operation of the Tri-Rail Commuter Rail System service on July 1, 2017. The parties agree to the following amendments to the Collective Bargaining Agreement:

Rule 1.G. Add next to last bullet: Crew calling.

Rule 1.J. Add "age, disability, genetic information and sexual orientation"

Rule 2.D. Substitute for current language:

Rate Progression applicable to new hire Transportation Specialists (TS): All new hire Transportation Specialists will be paid at least the following minimum ramp-up rates of pay.

First year	80% of current TS rate
Second year	85% of current TS rate
Third year	90% of current TS rate
Fourth year	100% of current TS rate

Rule 5.F. Add: Transfers to Conductor will be treated as new hires for purposes of the wage progression under the SMART Engineers and Conductors Agreement, however a Transportation Specialist who transfers to Conductor under the SMART Engineers and Conductors Agreement will begin at a minimum ramp-up rate of pay of 85% of Conductor rate and progress to 90% in the second year, and 100% in the third year.

Rule 6.K. Substitute for current language:

Transportation Specialists will have an option to change assignments every sixty (60) days under the present pick system. Displaced employees shall be expected to exercise seniority rights as promptly as possible, but in any event no later than twenty-four (24) hours after notification of displacement. An employee failing to exercise displacement rights within the

prescribed time limit will revert to an open job or the extra board.

Rule 10.A.1. Substitute for current language:

An employee assigned to an extra board who is available for service during an entire day and who does not lay off or miss a call will be guaranteed eight (8) hours. The Company will determine the location of and number of employees assigned to an extra board. Extra boards will be adjusted every Friday to be effective 0001 hours Monday.

Rule 10.A.4. Delete.

Rule 17.A. Add training “as determined by the Company”

Rule 19. Substitute for current language:

Employees who have a death in the immediate family may take up to the following number of scheduled workdays off with pay, as detailed below, with the approval of the Company. HTSI may require proper documentation. (Such as obituary, funeral letters, death certificate, etc).

In the event of a death of an Employee’s spouse, registered domestic partner, immediate parents, or children, Employees shall receive paid bereavement leave to a maximum of five (5) working days following the death of said spouse, registered domestic partner, immediate parents, or children.

In the event of a death of an Employee’s other immediate relatives (brother, sister, father in law, mother in law, grandparents) Employees shall receive paid bereavement leave to a maximum of three (3) working days up to and including the day of the funeral.

In the event of the death of a grandchild, spouse’s grandparents, sister/brother in-law, an Employee will be allowed two (2) paid leave days for the purpose of bereavement.

These days are to be taken within a reasonable time of the day of the death or day of the funeral, and may be taken consecutively or with a single split.

Rule 21.B.5. and 6. Add “Theft” and “Insubordination”

Rule 30.G. Replace with “To qualify, an extra employee must perform service or be available for service on the full calendar day of the holiday and on his available days immediately preceding and following such holiday. When one or more designated holidays fall during an extra employee’s off days or vacation period, the qualifying days for holiday pay purposes will be his available days immediately preceding and following the off days or vacation period and will be paid above all earnings for the week.”

Rule 34. Add: After thirty (30) years of service an employee is entitled to six (6) weeks.

Rule 36.E. Change to pay out unused personal days after the end of the calendar year.

Rule 37. Substitute: This Agreement becomes effective July 1, 2017, and remains in effect until 11:59 PM on June 30, 2022, except should the Company's Agreement to operate the service expire or be terminated beforehand, in which case this Agreement shall terminate as of the same date. Without further notice, HTSI and the Organization agree to open the collective bargaining agreement after approximately the first year of this Agreement to negotiate the duties, organizational structure and bargaining unit of the employees subject to this Agreement after the Company has had an opportunity to analyze these issues. Except with respect to the re-opener noted above, not earlier than January 1, 2022, either party can serve notice on the other to modify the terms of this Agreement to be effective not earlier than July 1, 2022.

AGREED:



General Chairman, SMART

Yours truly,





# Critical Incident Stress Plan

## 49 CFR Part 272

### OPS-FRA-272

**Effective:**

**April 1, 2017**

The Herzog Transit Services, Inc. Critical Incident Stress Plan is established to ensure the safe operation of the South Florida Regional Transportation Authority/Tri-Rail System. This program is governed by 49 CFR Part 272 and adheres to all required regulations and procedures.

Date Approved: April 1, 2017

Approved by:

Ed Byers  
General Manager

### Revisions to the Document

<u>Section</u>	<u>Page Number</u>	<u>Revision #</u>	<u>Approval Date</u>	<u>Approval By</u>	<u>Instructions</u>

Document revisions are shown as Underlined, marginally marked and deletions are ~~struck out~~ for ease of reference, where applicable.

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## Herzog Transit Services, Inc. CRITICAL INCIDENT STRESS PLAN

### Section 1: Purpose

Herzog Transit Services, Inc. and the South Florida Regional Transportation Authority (SFRTA) are concerned with and committed to the well-being of employees and seeks to provide them with the support and assistance they may require. The purpose of this document is to promote the safety of railroad operations and the health and safety of railroad employees, especially those who are directly-involved in a critical incident by requiring that HTSI/TASI offers and provides appropriate support services, including appropriate relief, to the directly-involved employees following that critical incident. In order to ensure they are provided with appropriate mental health assistance, this Critical Incident Stress Plan (“CISP”) is established according to the provisions of 49 CFR Part 272.

For the purpose of this plan, a “critical incident” is defined as, an accident or incident reportable to the Federal Railroad Administration (FRA) under Part 225 that results in a fatality, loss of limb, or a similarly serious bodily injury, or a catastrophic accident or incident reportable to the FRA under Part 225 that could be reasonably expected to impair a directly-involved employee’s ability to perform their job duties safely. For purposes of this plan, a “directly-involved employee” means a railroad employee whose actions are closely connected to the critical incident; who witnesses the critical incident in person as it occurs or who witnesses the immediate effects of the critical incident in person; or who is charged to directly intervene in, or respond to, the critical incident (excluding railroad police officers or investigators who routinely respond to and are specially trained to handle emergencies). Accordingly, this policy sets forth the procedures for each of the plan components.

## **Section 2: Scope**

All applicable directly-involved employees as defined above in Section A and 49 CFR Part 272 of the Federal Regulation.

## **Section 3: CISP Training**

The appropriate safety representative will provide training to managers, supervisors and all other employees that could be directly-involved in a critical incident on the provisions set forth in the CISP. The training will include, but not be limited to pre-incident education providing employees with information about normal reactions to stress, ways to cope with stress, options available under the CISP for leave (relief), counseling and other support services, including the responsibilities of adherence to the CISP by all managers, supervisors and other employees.

In addition to the training listed above, managers and supervisors will receive training on critical incident crisis intervention to include how to interact with an employee who is directly-involved in a critical incident.

## **Section 4: HTSI Notification to Directly-Involved Employee**

Following a critical incident, the directly-involved employee shall be informed by the appropriate safety representative or their designee as soon as practicable at the site of a critical incident before the employee has already continued on with his or her tour of duty of each of the following options for relief and support services and how to request such relief and support services:

1. Timely relief from the balance of the duty tour for each directly-involved employee, after the employee has performed any actions necessary for the safety of persons and contemporaneous documentation of the incident.
  2. Timely transportation to each directly-involved employee's home terminal, if necessary.
  3. Counseling, guidance, Psychological First Aid and other appropriate support services. EAP provider information will be presented to directly-involved employee(s) at the critical incident.
  4. Relief from the duty tour(s) subsequent to a critical incident as outlined in the CISP, if requested by a directly-involved employee as may be necessary and reasonable.
  5. Additional leave (relief) from normal duty as may be necessary and reasonable to receive preventative services or treatment related to the incident or both, provided the employee's clinical diagnosis supports the need for additional time off or the employee is in consultation with a health care professional related to the incident and such health care professional supports the need for additional time off in order for the employee to receive preventative services or treatment related to the incident, or both.
-

**Section 5: HTSI Notification to EAP**

The appropriate HTSI/TASI safety representative or their designee shall notify the Employee Assistance Professional (EAP) of all critical incidents. The following information will be provided to the EAP within four (4) hours of the critical incident:

1. Day, time, train number, location, what happened, the extent of injuries to employees, passengers, trespassers and/or fatalities.
2. Names, telephone numbers, and employer identification numbers of the employees known to be involved.

**Section 6: EAP Initial Outreach to Directly-Involved Employee**

All critical incidents are followed-up by a licensed clinician from the EAP who will attempt to contact the employee within 24 hours of the incident or an appropriate time thereafter to assess the need/desire for counseling services. If the employee accepts the services, a telephonic EAP session will be conducted within three (3) business days. In the event the clinician determines that additional treatment is recommended, the employee may be referred to a counselor in the area in which they reside for face to face sessions.

**Section 7: Intervention  
Process**

The EAP clinician is responsible for initial contact and defusing of the incident with the employee directly- involved in the critical incident.

After the initial contact with the EAP clinician, it may be determined that the employee needs additional counseling, guidance or support services for stress reactions experienced due to the involvement with the critical incident. The employee is then referred to a licensed qualified professional for preventive services or treatment related to the critical incident, or both and may require additional leave (relief) from duty.

The directly-involved employee may choose to receive preventive services or treatment from a health care professional other than the EAP services provided by HTSI/TASI if the health care professional is a licensed certified employee assistance professional (CEAP), or the directly-involved employee's personal licensed psychiatrist, clinical psychologist, clinical social worker, or physician.

**Section 8: Additional Leave (Relief) from duty due to a critical incident**

For additional leave (relief) from duty; a directly-involved employee may request up to three days of leave (relief) subsequent to a critical incident, or additional leave (relief) beyond the three days from normal duty as may be necessary and reasonable to receive preventive services or treatment related to the incident, as defined below.

**1. Leave (Relief) for the first three days after the incident**

If the employee directly-involved in a critical incident believes that he/she needs additional leave (relief) -due to the event they may request additional leave (relief) from their work assignment under the provisions of the CISP. As necessary, the employee may be relieved from their work assignment for up to three (3) consecutive calendar days after the incident, provided they are in consultation with an EAP licensed qualified professional or a health care professional related to the critical incident to receive preventive services or treatment related to the critical incident, or both.

**2. Leave (Relief) beyond the initial three days after the incident.**

If the employee directly-involved in a critical incident believes that he/she needs additional leave (relief) due to the event and requires more than three (3) consecutive calendar days leave (relief) from normal duty they may request additional leave (relief) from their work assignment under the provisions of the CISP. As necessary, the employee may receive additional leave (relief) from normal duty, provided the employee's clinical diagnosis supports the need for additional time off or the employee is in consultation with an EAP licensed qualified professional or health care professional related to the critical incident and such EAP licensed qualified professional or health care professional supports the need for additional time off in order for the employee to receive preventive services or treatment related to the incident, or both.

The directly-involved employee will be required to submit a certificate from the EAP licensed qualified professional or health care professional to support the employee's request for additional leave (relief) that specifies the clinical diagnosis if a clinical diagnosis is the reason for the employee's request for additional leave (relief); or specifies the employee is receiving preventive services the dates/times of the

recommended preventive services the employee is to receive if preventive services is the reason for the employee's request for additional leave (relief); or specifies the employee is receiving treatment related to the incident and the dates/times of recommended treatment the employee is to receive if treatment is the reason for the employee's request for additional leave (relief).

**Section 9: Different Railroad Consideration**

Employees operating or otherwise working on track owned by or operated over by a different railroad will be afforded the protections of this plan.

**Appendix A - Additional Information**

Refer to Appendix A of the CISP for information pertaining to the contact persons in reference to the CISP, EAP provider contact information and any Labor Organization(s) contact information, if necessary.

## **APPENDIX A**

### **Herzog Transit Services, Inc. CRITICAL INCIDENT STRESS PLAN**

#### **CISP Contact 1:**

Melinda Bolbach

HTSI

Safety Manager

Phone: 407-590-4763

9400 NW 37<sup>th</sup> Street

Miami, FL 33147

#### **CISP Contact 2:**

Allen Yoder

SFRTA

Director of Safety and Security

Phone: 954-788-7951

801 NW 33<sup>rd</sup> Street

Pompano Beach, FL 33064

#### **Employee Assistance Program Provider:**

New Directions Behavior Health

(913) 982-8398

(800) 624-5544

[www.ndbh.com](http://www.ndbh.com)

#### **Labor Organization(s):**

John Previsich

SMART Transportation Division President

24950 Country Club Blvd., Ste. 340

North Olmsted, OH 44070-5333

Office: (216) 228-9400

Fax: (216) 228-5755

Email: [president\\_td@smart-union.org](mailto:president_td@smart-union.org)

John McCloskey

SMART General Chairman

25 Amanda Circle

Bear, DE 19701

Office: 302.836.1158

Fax: 302.836.8178

Email: [jmccloskey@smart-gc2.org](mailto:jmccloskey@smart-gc2.org)

**AGREEMENT EFFECTIVE JULY 1, 2014**

**BY AND BETWEEN  
TRANSDEV SERVICES INC.**

**AND ITS**

**TRANSPORTATION SPECIALISTS**

**REPRESENTED BY THE**

**INTERNATIONAL ASSOCIATION OF  
SHEET METAL, AIR, RAIL AND  
TRANSPORTION WORKERS  
TRANSPORTATION DIVISION  
(SMART-TD)**

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## **RULE 1 – SCOPE, DEFINITIONS, AND GENERAL**

- A. Transdev Services, Inc. (hereinafter the "Company") recognizes the General Committee of Adjustment of the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (hereinafter "SMART-TD" or "Union"), as exclusive bargaining representative of all transportation specialists covered by his Agreement.
- B. This Agreement governs the rates of pay, hours of service, and working conditions of the employees, as defined in C. below, engaged in Operations Center work as Transportation Specialists in support of passenger/commuter service for the Company pursuant to its operating contract with the South Florida Regional Transportation Authority (hereinafter SFTRA"). Such employees shall have the right to perform service recognized as the exclusive work of Operations Center employees.
- C. The words "employee" or "employees" as used in this Agreement refer to all Transportation Specialists
- D. "Duly authorized representative" means a member of the Local Committee of Adjustment of the SMART-TD having jurisdiction or a member of the SMART-TD designated by the General Chairperson.
- E. "Local Chairperson" means the Chairperson of the regularly constituted Local Committee of Adjustment of the SMART-TD having jurisdiction.
- F. "General Chairperson" means the Chairperson of the regularly constituted General Committee of Adjustment of the SMART-TD signatory hereto.
- G. 1. The primary duties of Transportation Specialists in the Operations Center shall include typical office functions, including but not limited to the following:

**\*Note change**

- Monitoring rail traffic;
  - Coordinating commuter rail movements with the Dispatcher;
  - Providing real time information regarding commuter service to passengers through the passenger information system (PIS);
  - Providing real time information regarding commuter accidents incidents to passengers and appropriate Contractor, SFRTA and other designated staff/contractors;
  - Coordinating alternate transportation including busing
  - Transport crews, mail and supplies;
  - Preparing and distributing Daily Operations Summary Reports;
  - Maintaining an Event Log;
- Crew Calling

- Maintaining the paging group fists;
- Filing immediate reports as listed in Section 4.15.4;
- Receiving reports of deficiencies at stations and forwarding to the station maintenance contractor;
- Receiving and transmitting information on TVM failures to designated SFRTA staff
- Maintaining a list of service status of station elevators and transmitting to designated SFRTA staff
- Hosting an Operations Conference call as required to review train service performance and issues affecting SFRTA operations or the SFRC; and
- Other duties as may be assigned in connection with the performance of the above.

2. It is further recognized that Operation Center Employees will from time to time be required to perform duties outside their primary duties as may be prescribed by management. Transportation Specialists will not be required to perform janitorial duties, however, this does not preclude employees from being required to maintain a clean and orderly work station while on duty.

3. When a vacancy occurs for a Transportation Specialist and no other Transportation Specialist is available to work, if a manager is used, the other Transportation Specialist on the shift will have the choice of which position to work. If the Transportation Specialist works a higher rated position, that employee will be paid the higher applicable rate. The Company shall hire and maintain a sufficient number of Transportation Specialist employees to meet the needs of the service. It is not the intent of the parties to utilize non-Transportation Specialist individuals in lieu of hiring a sufficient number of TS employees. If the occasional use of non-Transportation Specialist employees exceeds the intent set forth above the parties agree to meet and resolve the matter in accordance with the terms set forth in this note.

4. Employees covered by this Agreement shall be governed by all Company rules, policies, practices and procedures previously or hereafter issued or modified by the Company and any prior or future modifications to these issuances, which are not in conflict with the terms and conditions of this Agreement, which have been or are made available to the affected employees.

H. It is understood that this Agreement replaces any and all prior agreements and understandings that were in place prior to the adoption of this Agreement. However, any inadvertent errors or omissions identified by either party will be promptly corrected.

I. If any Rule or provision of this Agreement is determined to be in conflict with any law, such Rule or provision will continue in effect only to the extent permitted by

law. If any Rule or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not affect or impair any other term or provision of this Agreement.

- J. This Agreement will be applied to the parties signatory hereto, in compliance with state and federal laws and regulations, and without regard to the race, religion, color, creed, national origin, or gender of the individuals covered by the provisions embodied in this Agreement. The use of such words as he, his, and him, as they appear in this Agreement are not intended to restrict the application of the Agreement or a particular rule to a particular sex, but are used solely for the purpose of grammatical gender convenience and clarity.

\*Note change

Add "age, disability, genetic information and sexual orientation"

**RULE 2 - BASIS OF PAY**

- A. The following hourly rates of pay will apply as of the date shown in the chart next below:

Position	July 1, 2014	July 1, 2015	July 1, 2016
Chief Transportation Specialist	\$26.88	\$27.69	\$28.52
Transportation Specialist	\$23.21	\$23.90	\$24.62

- B. Employees will be guaranteed a minimum of forty (40) hours per week provided they fulfill their weekly assignment.
- C. Employees will be paid for each tour of duty at the straight-time rate between the times they are required to report for duty until the time they are released on completion of service. Employees will receive one and one-half times their straight-time hourly rate for all hours worked in excess of forty (40) hours per week, except as provided in Rule 16 or when making voluntary seniority moves to new assignments either on a permanent or a temporary basis.

\*Note change

- D. Rate progression applicable to new hire Transportation Specialists (TS): All new hire Transportation Specialists will be paid at least the following minimum ramp-up rates of pay.

First year	80% of current TS rate
Second year	85% of current TS rate
Third year	90% of current TS rate
Fourth year	100% of current TS rate

### **RULE 3 – SENIORITY**

- A. Newly hired employees will establish seniority as Transportation Specialist on the day they commence the orientation portion of the training program. When two or more new employees start the orientation on the same day, they will be ranked by order of the last four digits of their social security numbers, the higher numbers going first. Such employees will retain their relative standing regardless of the length of time taken to become qualified.
- B. Employees working for the Company in association with its operating contract with SFRTA in other than a classification covered by this Agreement who transfer to service covered by this Agreement and who are in the same Orientation class as newly hired employees will be given a new seniority date and ranked ahead of newly hired employees retaining their relative standing among themselves based on hire date with the company.
- C. Rights to the position of Chief Transportation Specialist shall be based on seniority, experience and ability, as determined by the Carrier. Experience and ability being sufficient or equal, seniority shall prevail. Selected applicants may be subject to testing and interviews prior to the awarding of this position.

### **RULE 4 – SENIORITY ROSTER**

- A. Employees hired subsequent to the date of this agreement will be placed on the Transportation Specialist roster in accordance with Rule 3.
- B. An employee's seniority date will prevail in bidding for Transportation Specialist assignments.
- C. A roster showing seniority dates and seniority standing will be posted in a conspicuous place at the Operations Center for the information of all Operations Center Employees with a copy to the General Chairman and Local Chairman.
- D. The roster will be revised and posted in January of each year and will be open to protest for a period of sixty (60) calendar days from date of posting. Protests on seniority dates concerning the roster will be confined to names added, changes to relative position, or inadvertent errors made since posting the previous rosters.

Upon an employee's presentation of proof of error, such error will be corrected. Employees who are off on leave of absence, vacation, sickness, disability or suspension at the time the rosters are posted will be given sixty (60) calendar

days from the date of their return to duty in which to protest. If no protest is made during this time, their seniority dates will be deemed correct.

NOTE: The current roster as of the effective date of this Agreement is Appendix C. to this Agreement.

\*Note change

## **RULE 5 — TRANSFER TO TRAIN SERVICE**

- A. Transportation Specialists will be given the opportunity for transfer to train service to become Conductors in the order of their standing on the roster. No employee will be subject to transfer until he has completed at least one hundred eighty (180) working days in the Operations Center.
- B. A Transportation Specialist who is not able to enter train service due to absence caused by sickness, temporary disability, discipline, leave of absence, furlough or vacation will remain eligible to qualify for conductor upon return to active service and such employees will be senior as conductor to all junior Transportation Specialists who may have qualified during their absence.
- C. Should there be insufficient time to train employees for a position in train service the Company is then free to hire certified Conductors.
- D. Operations Center Employees who fail to pass the first Conductor's examination will be given thirty (30) days to prepare for a second examination.
- E. Failure to satisfactorily complete every phase of the Conductor's training program and/or failure to satisfactorily pass the final examination (with a second final examination provided within thirty (30) days from the date of the first examination if requested by the trainee) shall result in such trainee relinquishing existing seniority and establishing a new seniority date at the bottom of the Transportation Specialist roster.
- F. Transfers to Conductor will be treated as new hires for purposes of the wage progression under the SMART Engineers and Conductors Agreement, however a Transportation Specialist who transfers to Conductor under the SMART Engineers and Conductors Agreement will begin at a minimum ramp-up rate of pay of 85% of Conductor rate and progress to 90% in the second year, and 100% in the third year.

## **RULE 6 – BULLETINS AND ASSIGNMENTS**

- A. New assignments, re-advertised assignments, extra board positions, and vacancies, except those caused by sickness, temporary disability, suspension or leave of absence, will be advertised within ten (10) days on the bulletin boards where eligible employees report for duty. Advertisements and awards will be posted every Friday. The advertising period will close after three (3) days, and assignments will be awarded to the senior employee in the class making

application therefore in writing through notice issued by 1100 hours every Friday, to be effective 0001 hours Monday.

- B. Vacancies caused by sickness, temporary disability, suspension or leave of absence, when it is known that the employee will be off for a period of thirty (30) or more days or when such employee will have been off duty for a period of thirty (30) days, will be advertised in accordance with paragraph "A" of this Rule.
- C. For regular assignments, the advertisement bulletin will show: On duty and off duty times and rest days. Rest days shall be consecutive unless otherwise agreed to by the Company and the Local Chairman.
- D. An employee who bids for and is awarded another assignment will not be permitted to bid for his former position until it has been filled and again advertised. He will be permitted to exercise his seniority to his former assignment if he is displaced from the position to which he bid.
- E. Regular assignments will be re-advertised when any of the following permanent changes are made in such assignments:

1. Changing advertised starting time at the crew base or arrival time at the end of the assignment, thirty (30) minutes or more.
2. Changing the assigned rest day or days.

NOTE: If any of the above changes are made on a temporary basis, when such changes are known in advance in sufficient time to advertise and award the position(s), the assignment(s) changed on a temporary basis will be re-advertised provided the temporary change will be in effect for at least seven (7) days, beginning with the Monday the assignment is awarded.

- F. An employee who is occupying a regular assignment which is re-advertised in accordance with the provisions of this Rule may elect to exercise his seniority to another assignment within twenty-four (24) hours after the effective date and time of the change causing the re-advertisement. An employee who elects to remain on the assignment must bid for it if he desires to remain after the advertisement is closed and the assignment has been made. If he does not bid for it, and he is not assigned to any other job as the result of the advertisement, he will immediately leave the assignment he has been holding, and will be allowed five (5) days in which to exercise his seniority and may select any assignment held by a junior man, except the assignment he has been occupying and on which he did not bid.



- G. An employee returning to duty after being absent less than thirty (30) days by reason of sickness, temporary disability, suspension, leave of absence or vacation, will be permitted to exercise his seniority on an assignment advertised and filled during his absence, provided he exercises such right before he performs any service. An employee absent because of a reason listed in this paragraph (except vacation) for a period of thirty (30) days or more, upon his return to duty, may exercise his seniority on any assignment advertised and filled during his absence, provided he exercises such right before he performs any service.
- H. Assignments will be made to employees in seniority order from written bids submitted to the officer of the Company designated in the advertisement notice prior to the close of an advertisement period. Employees will be given a receipt for bids submitted to the designated officer of the Company.
- I. When no bids are received for an advertised assignment the junior most Operations Center employee will be forced assigned.
- J. When an extra board is to be increased, the required number of employees may be added to the list during the advertisement and assignment period with the understanding that they are bidders for the board.
- K. **Transportation Specialists will have an option to change assignments every sixty (60) days under the present pick system. Displaced employees shall be expected to exercise seniority rights as promptly as possible, but in any event no later than twenty-four (24) hours after notification of displacement. An employee failing to exercise displacement rights within the prescribed time limit will revert to an open job or the extra board.**

## **RULE 7 – REDUCING AND INCREASING FORCES**

- A. In reducing forces, seniority will govern. Employees affected by a reduction of force or abolishment of positions will be given five (5) calendar days' advance notice. A copy of such notice will be posted on bulletin boards, with a copy to the Local Chairman.

Employees whose positions are abolished must exercise their seniority rights to displace junior employees within forty-eight (48) hours of the effective time and date of the abolishment. Employees displaced must exercise their seniority in the same manner within forty-eight (48) hours after notification of being displaced. An employee able to hold a position who fails to exercise his displacement rights within the prescribed time limit will revert to an open job or the extra board. Employees not possessing sufficient seniority to displace any employees will be placed in furlough status.

Employees who have exercised displacement rights under this Rule must meet all the qualifications required of the position to which they have displaced before being permitted to work the assignment.

- B. Employees will promptly notify the Company in writing, by certified mail, return receipt requested, of any change of name or address, and provide a copy to the Local Chairman.
- C. When forces are increased, furloughed employees will be notified by certified mail or telegram, sent to the last address given. Employees must respond within ten (10) days of their intent to return to service. The Local Chairman will be provided a copy of all recall notices.
- D. Furloughed employees who fail to return to service within thirty (30) calendar days after being notified in accordance with paragraph "C" of this Rule will be considered as having resigned, unless they present sufficient proof that circumstances beyond their control prevented their return.

## **RULE 8 – ANNULMENT OF ASSIGNMENTS**

- A. When it is known that the assignment of a regular assigned employee is to be annulled for one (1) day or longer, the employee will be notified at least four (4) hours in advance of reporting time, and if not so notified, will be paid eight (8) hours at his regular rate.

When a regular assignment is annulled, an employee holding the assignment may elect to remain on it or exercise seniority to another assignment that has not been annulled. If he elects to exercise seniority to another assignment, he must

do so within eight (8) hours of the time he is notified of the annulment or completion of his trip or tour of duty preceding the date of annulment.

- B. Advance notice before annulling assignments is not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, strike, derailment, major blockage of main line or suspension of operation not under control of the Company, provided that such conditions result in suspension of the Company's operation in whole or in part. Such emergency annulments will be confined solely to those work locations directly affected by any suspension of operation.

Employees who are affected by an emergency annulment and report for work without having been previously notified not to report, will receive four (4) hours' pay at the applicable rate of their positions. If employees work any portion of the day, they will be paid in accordance with Rule 2. Employees held for more than two (2) hours will be paid a minimum of eight (8) hours. Upon termination of the emergency conditions and restoration of the service, all positions and incumbents thereof will be restored to the status prevailing prior to the emergency.

- C. When SFRTA, at its sole discretion, temporarily suspends service due to weather conditions or when corridor conditions prevent commuter rail service resulting from severe weather, employees will receive a basic day at the straight time rate for each day lost. In such cases, employees will not be allowed an exercise of seniority due to the annulment of their assignment.

### **RULE 9- STAFFING**

The Operations Center shall be staffed by transportation specialists twenty-four (24) hours per day on every day SFRTA trains operate. On days SFRTA trains do not operate, the Center shall at a minimum, be staffed until the last commuter train of the previous day is delivered to its assigned maintenance facility and, at least four (4) hours prior to the time the first train of the following day is scheduled to be dispatched from its maintenance facility.

### **RULE 10 - EXTRA BOARDS**

\*Note change

- A. An employee assigned to an extra board who is available for service during an entire day and who does not lay off or miss a call will be guaranteed eight (8) hours. The Company will determine the location of and number of employees assigned to an extra board. Extra boards will be adjusted every Friday to be effective 0001 hours Monday.

2. For each calendar day an employee is not assigned to the extra list in each weekly period, his guarantee shall be pro-rated and reduced on the basis of one fifth (1/5) for each calendar day. The guarantee shall also be reduced by one fifth (1/5) for each calendar day an employee misses a call. All extra board positions will be advertised with two (2) specific relief days; however, an employee may elect to remain available on his rest days pursuant to Rule 12. The two (2) rest days will be consecutive days. Rest days shall be consecutive unless otherwise agreed to by the Company and the Local Chairman.

3. Extra Boards will be established as follows when service demands require:

#### Transportation Specialists Extra Board

\*Note change

~~4. A Transportation Specialist extra board will be required, if qualified, to cover Conductor vacancies in compliance with Rule 11. Transportation Specialists will be paid the Conductor rate of pay for all time worked as a Conductor.~~

- B. Extra employees will be called first in, first out, as registered on the extra board.
- C. Extra employees must register on the extra board immediately upon release from duty.
- D. Extra employees missing a call for an assignment for which they stand will be held off the list for twelve (12) hours from the time they were called. At the expiration of the twelve (12) hour period, they will be marked up at the bottom of the extra list.
- E. Extra employees will be called for service as near as possible to three (3) hours prior to their reporting time.
- F. Extra employees who are not called in their proper turn will be paid eight (8) hours and will retain their place on the extra board.

### **RULE 11 – FILLING VACANCIES**

- A. An Operations Center vacancy of less than thirty (30) days will be filled on a daily basis in the following order:
  - 1. Extra board.

2. Relief day list.
  3. On rest day.
  4. On Vacation.
- B. Regular assigned Transportation Specialist possessing qualifications may be used to fill a Conductor vacancy. When utilized they will be paid at the Conductor's rate of pay.
- C. Extra board Transportation Specialists possessing qualifications will be called by first in, first out order and utilized as a final step in filling a Conductor vacancy. When utilized they will be paid at the Conductor's rate of pay.

## **RULE 12 – RELIEF DAY WORK**

- A. Employees on regular assignments and extra board employees who desire to work on the relief day(s) of their assignments after the Operations Center extra board is exhausted shall be permitted to make themselves available for such service in advance of each calendar quarter (January, April, July, and October). There shall be a separate relief day list at any crew base where an extra board is established. An employee may mark up on the relief day list at the crew base where his regular assignment starts and finishes.
- B. Employees who desire to be called for service on their rest day(s) must make written application to the Company. Such employees may voluntarily remove themselves from the relief day list for the remainder of a calendar quarter with written notification to the Manager of Communication and must make written application to again be placed on the list in the next or any subsequent quarter.
- C. Employees will initially be marked up on the relief day list in seniority order and will be called first in, first out for assignments on which they are qualified.

Employees called to perform service from the relief day list will be paid a minimum of eight (8) hours at the time and one half rate of pay provided the employee has fulfilled his weekly advertised assignment.

- D. Employees who fail to accept or miss a call will be held *off* the relief day list for the remainder of their relief day(s). Employees who fail to accept or miss a call in two (2) successive weeks will be removed from the relief day

list for the remainder of the calendar quarter and must make written application to again be placed on the list.

- E. Employees who are not called in their proper turn will be paid eight (8) hours, and will retain their place on the relief day extra board.
- F. Employees will be called for service as near as possible to three (3) hours prior to their reporting time.
- G. Transportation Specialists will not be permitted to work more than two (2) consecutive tours of duty (16 hours) and must have a minimum of eight hours rest upon release from duty, except in cases of emergency.

### **RULE 13 – DEADHEADING**

- A. Deadheading and service may be combined in any manner that traffic conditions require, and when so combined, will be paid actual hours on a continuous time basis with not less than eight (8) hours for the combined deadheading and service.
- B. When deadheading is paid for separately and apart from service, actual time consumed with a minimum of eight (8) hours will be allowed.
- C. Employees are not entitled to deadhead pay for traveling from one point to another in exercising seniority.
- D. Employees who are authorized and elect to use a privately owned automobile when deadheading will be reimbursed for the mileage traveled at the applicable car mileage rate as recognized by the Internal Revenue Service.

### **RULE 14 – DEFERRED STARTING TIME**

Where employees normally report for duty without being called, and it is desired on any day to defer the reporting time, at least two (2) hours' advance notice will be given before the usual reporting time of the assignment. The advance notice will specify the new reporting time, and the employees' tour of duty will not begin until that time. If not so notified, the reporting time will be as provided in the assignment. An employee may have his starting time deferred only once for each tour of duty.

## **RULE 15 – LAYING OFF/REPORTING**

- A. Employees marking off must notify the representative of management in sufficient time but in no event less than eight (8) hours to call a replacement except in emergency. Employees who desire to mark off for personal reasons may do so only when such absence is authorized in advance by the proper officer of the Company.
- B. Employees will be marked up automatically from the following authorized absences: rest days, weekly vacation, split vacation, personal leave days (paid), personal business, weekend military reserve duty, and rules classes.

Employees will be marked up automatically for their assignments at the expiration of the time allotted by agreement, or at the expiration of the time requested, unless the employee marks up earlier or requests additional time off.

Employees will not be marked up automatically from absences due to personal sickness, sickness in family, doctor's appointments, personal business, union business, investigations or jury duty. However, employees who mark off for those reasons will be required to advise the Operations Center how long they expect to be absent when they mark off, and to contact the Operations Center if they need additional time.

## **RULE 16 – CALLS FOR EXTRA LIST EMPLOYEES**

Employees called and released without having performed service will be paid for a minimum of four (4) hours and they will be placed first out on the extra board. Employees held in excess of two (2) hours will be paid eight (8) hours and placed on the bottom of the extra list.

## **RULE 17 – PERIODIC TRAINING, QUALIFYING AND EXAMINATIONS**

\*Note change

- A. Employees will be required to attend periodic training<sup>as determined by the Company</sup>^classes and take examinations (including physicals) in connection with their duties as Transportation Specialist. Examination may be written or oral and include territorial qualification examinations, and service examination
- B. Subject to the exceptions listed below, employees required to attend a training class or an examination, separate and apart from their regular work day, will be compensated for the time engaged in such training or examination. If required to lose time, employees will be paid an amount not less than they would

have earned on the assignment they would have worked. If no time is lost, employees will be compensated for the actual time consumed in such training class or examination at the straight time hourly rate, with a minimum of eight (8) hours' pay at the rate of the last position worked or the entry rate, if applicable.

Exceptions:

1. The Carrier will post notice of scheduled training that will be conducted immediately prior to or immediately following a tour of duty, Such notice shall include the nature of the training and starting date. An Employee participating in such training will be paid on a continuous time basis with the tour of duty.
2. Employees required to participate in unscheduled training immediately prior to or immediately following a tour of duty, will be paid for such training at the rate of time and one half for time consumed in training.

*Note:* It is understood that this rule is intended to provide additional payment for training that would require an extensive and formal training program on equipment that Operations Center Employees are not familiar with. This is not intended for application to the replacement of equipment including, but not limited to telephones, fax machines, printers or other devices within the Operations Center that are modified or upgraded from time to time.

- C. When an employee is required to attend a training class or examination on his assigned rest day, the employee will be compensated at the time and one half rate of pay provided that the employee does not mark off during any point in the assigned work week.

#### **RULE 18 – ATTENDING COURT OR CORONER'S INQUEST**

- A. Regular employees attending court or inquest or giving a deposition or stenographic statement in connection with legal proceedings as a witness on behalf of the Company at the direction of the General Manager of the Company, will be paid for the time actually lost on their assignments each day. Necessary expenses, including travel expenses, will be paid when away from home.
- B. An extra employee attending court or inquest, or giving a deposition or stenographic statement in connection with legal proceedings as a witness on



behalf of the Company at the direction of the General Manager of the Company, will be paid for each day the amount he would have earned and placed in the same relative standing had he been called in his turn from the extra board. Necessary expenses, including travel expenses, will be paid when away from home.

- C. Employees attending court or inquest as a witness on behalf of the Company or giving a deposition or stenographic statement in connection with legal proceedings at the direction of the General Manager of the Company, when no time is lost, will be paid eight hours for each day at the rate of the last service worked. Necessary expenses, including travel expenses, will be paid when away from home, and extra employees will hold their same relative standing on the crew board.
- D. Deadhead payment will be made to employees for reasonable and necessary traveling to their attendance at court or inquest from the time he reports at his home crew base until the time he returns.
- E. Witness fees and mileage allowance will be remitted to the Company, by the employee, promptly after receipt.

\*Note change

### **RULE 19 – BEREAVEMENT LEAVE**

Employees who have a death in the immediate family may take up to the following number of scheduled workdays off with pay, as detailed below, with the approval of the Company. HTSI may require proper documentation. (Such as obituary, funeral letters, death certificate, etc). In the event of a death of an Employee's spouse, registered domestic partner, immediate parents, or children, Employees shall receive paid bereavement leave to a maximum of five (5) working days following the death of said spouse, registered domestic partner, immediate parents, or children.

In the event of a death of an Employee's other immediate relatives (brother, sister, father in law, mother in law, grandparents) Employees shall receive paid bereavement leave to a maximum of three (3) working days up to and including the day of the funeral.

In the event of the death of a grandchild, spouse's grandparents, sister/brother in-law, an Employee will be allowed two (2) paid leave days for the purpose of bereavement.

These days are to be taken within a reasonable time of the day of the death or day of the funeral, and may be taken consecutively or with a single split.

### **RULE 20 – JURY DUTY**

When employees are summoned for jury duty and are required to lose time from their assignments, they will be paid the earnings of the last position worked, with a minimum of eight (8) hours to be allowed, for each calendar day lost. From this amount will be deducted the amount allowed for jury service for each such day, except allowances paid by the court for meals, lodging and transportation. These payments are subject to the following requirements and limitations:

1. An employee must furnish the Company with a statement from the court of jury allowance paid and the days on which jury duty was performed.

2. The number of days for which jury duty pay will be paid is limited to a maximum of sixty (60) days in any calendar year.
3. No jury duty pay will be allowed for any day the employee is entitled to vacation.

## **RULE 21 – DISCIPLINE**

A. Employees will not be reprimanded, suspended or dismissed from service without a fair and impartial investigation.

\*Note change B. When an employee is alleged to have committed a major offense, the employee may be held out of service pending investigation and decision. A major offense may include, but is not limited to:

1. Dishonesty, including falsification of reports or other documents.
2. Extreme negligence.
3. Use or possession of alcoholic beverages, intoxicants, drugs and/or narcotics.
4. Disorderly or immoral conduct, or any offense bringing discredit upon the Company.

5. Theft

6. Insubordination

C. An employee who is required to make a statement prior to an investigation in connection with any matter which may eventuate in the application of discipline to him or any other employee, may, if he desires, request to be represented by a duly authorized Union Representative. A copy of his statement, if reduced to writing and signed by him, will be furnished to him by the Company upon his request and to the duly authorized Union Representative when requested.

D. Discipline for just cause, if imposed, depending on the nature of the incident, can range from a written reprimand, to suspension, to dismissal.

E. In matters where the discipline issued results in suspension or dismissal, the discipline shall become a permanent part of the employee's file. All other forms of discipline shall not be considered in future disciplinary action provided the employee has at least one (1) continuous year of service, discipline free following such discipline.

Inasmuch as discipline is intended to correct employees' behavior, unrelated incidents which result in discipline will be treated on their own merits and will not

necessarily follow the progression of extending suspension beyond what is deemed necessary for the infraction.

- F. An employee, who is accused of an offense and who is directed to report for an investigation therefore, will be given reasonable advance notice in writing of the specific investigation charge. The notice will include time and place of investigation and specific charge(s) of the investigation. Every attempt will be made to schedule an investigation on an employee's scheduled workday and in conjunction with the employee's scheduled hours of duty. An employee who may be subject to discipline will have the right to have present a duly authorized Union Representative. The employee's duly authorized Union Representative shall have the right to examine the accused employee, and any witnesses present at the investigation. The accused employee may request desired witnesses who have direct knowledge or pertinent information with respect to the act or occurrence to present testimony.
- G. Investigations, except those involving a major offense, may be dispensed with should the employee involved and/or his duly authorized Union Representative and an authorized officer of the Company, through informal handling, be able to resolve the matter to their mutual interests. Requests for informal handling must be made at least twenty-four (24) hours before an investigation is scheduled to begin. No formal transcript statement or 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 investigation will be required. A written notice of the discipline assessed and the reason therefore will be issued to the employee responsible, with a copy to the Local Chairman. Discipline matters resolved in accordance with this paragraph are final and binding.
- H. Investigations on matters which involve employees held out of service will be scheduled to take place within ten (10) days following the date the employee charged 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 he would have earned had he not been held out of service.
- I. Investigation 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 the Company's first knowledge of such matters. If not so scheduled, the charge will become null and void.
- J. Video images will not be utilized in the assessment of charges beyond thirty (30) days from the actual incident. Incidents discovered beyond thirty (30) days will be addressed by informal alternative handling, such as, coach and counseling or remedial training.

Note: No time limit is applicable to "major" offenses established in Rule 23, Section B above.

- K. If an employee desires to be represented at an investigation, he may be accompanied by a duly authorized Union Representative.
- L. A true copy of the transcript of the investigation will be given to the employee charged and to the duly authorized Union Representative who accompanied the employee at the investigation.
- M. If discipline is to be imposed following investigation and decision, the employee to be disciplined will be given a written notice thereof within fifteen (15) days of the date the investigation is completed.

If no discipline is imposed following the investigation and the employee was required to lose time as a result of such investigation, he will be paid for the time held out of service.

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

If an employee is required to lose time in order to attend an investigation or make such statement and is not assessed discipline in connection with the incident involved, he will be paid the greater of the amount actually earned on the date/dates of such statement, and the amount he would have earned had he not been required to make the statement.

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

- N. 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 investigation will be applied against the period of suspension.
- O. The provisions of Rule 24 shall be applicable to the filing of any appeal in discipline cases, except that the General Chairman may appeal the discipline direct to the General Manager by-passing Step 1 and 2.

## RULE 22- CLAIM AND GRIEVANCE PROCEDURE

- A. A grievance is defined to be any question or controversy between the Company and one or more employees or the Union as to the interpretation or application of, or compliance with, the terms of this Agreement.
- B. Should any grievance arise, there shall be no suspension of work on account thereof, but an earnest effort shall be made to settle it promptly in the manner set forth below. A settlement in any step shall close the matter and a failure to appeal to the next step within the time limit prescribed shall be considered as a disposition of the matter without prejudice to the position of either party. Grievances must be reduced to writing, upon forms to be mutually agreed on between the Company and the Union, before they may be processed to the Second Step. The procedure shall be as follows:

**FIRST:** The aggrieved employee, or his Union Representative, acting in his behalf, if the employee so desires, must submit the grievance, in writing, to the Senior Transportation Manager within fifteen (15) days after the occurrence of the matter complained of. The grievance will be answered in writing within fifteen (15) days.

**SECOND:** If the dispute is not settled at the First Step, the grievance will be referred by the Local Chairman to the Superintendent of Transportation within fifteen (15) days after the decision by the immediate supervisor is given. A decision will be issued by the Superintendent of Transportation, in writing, within fifteen (15) days.

**THIRD:** If the dispute is not settled at the Second Step, the grievance will be referred by the General Chairman to the General Manager within thirty (30) days after the decision by the Superintendent of Transportation is given. The General Manager, and duly authorized Union Representative shall consider the grievance within thirty days of its appeal to the General Manager. A decision will be issued by the General Manager, in writing, within thirty (30) days.

- C. 1. If a discipline appeal, claim or grievance is not settled under the Third Step, the dispute may be appealed to an impartial arbitrator, provided notice to appeal to arbitration is served within thirty (30) days after decision of the General Manager.
2. The Arbitrator shall be selected by mutual agreement between the Company and the Union, and if no agreement is reached within ten (10) days after notice of appeal, either party, with notice to the other, may request the Federal Mediation and Conciliation Service to submit a list of arbitrators. The Arbitrator shall be selected by the Company and the Union by alternately striking names from the list until one name is left. Decisions of the Arbitrator shall have

the authority only to rule on the interpretation and application of this Agreement and shall have no power to either add to or detract from the Agreement.

3. The Arbitrator's salary or fee and expenses shall be borne equally and paid by the parties to this Agreement.

4. At arbitration, the parties shall only be permitted to present evidence and arguments that were made of record between the parties during handling under B. above. No new evidence will be considered by the Arbitrator who will make his decision based on the on property record.

D. All time limits referred to in this Rule may be extended by mutual agreement, in writing, between the Company and the Union Representative.

### **RULE 23 – LEAVE OF ABSENCE**

A. Employees will be allowed up to thirty (30) days off duty upon receipt of permission from the General Manager of the Company. Employees must request written leave of absence without compensation when they are to be off duty for more than thirty (30) consecutive days.

B. A written leave of absence without impairment of seniority will be granted upon request to an employee for the following reasons:

1. To accept an official position with the Company or related national or State railroad regulatory agencies.
2. To perform union committee work or to accept full time union position.

C. An employee granted a leave of absence in accordance with paragraph "B.1" or "2" will be granted that leave of absence for the duration of the assignment.

In order for an employee granted a leave of absence in accordance with "B.1" or "B.2" above to continue the accumulation of seniority the employee must pay dues to the Union. In the absence of making dues payments, employee's seniority will be frozen in place until such time that they return to work in accordance with Section "1" of this rule or once they begin paying dues to the Union following such period of non-payment.

This provision will become effective on the date this agreement takes effect and will not be applicable to employees currently performing duties for the entities described in B.1 and B.2 above.

- D. Upon request, an employee will be granted a written leave of absence to perform military service in accordance with applicable Federal reemployment statutes.
- E. A written request for a leave of absence for reasons other than those outlined in paragraphs “B” and “D” will be considered only when the requirements of the service permit. If a request for a leave of absence is denied, the General Chairman will, upon request, be advised the reason for denial.
- F. A request for a leave of absence or for an extension must be made in writing to the General Manager of the Company, with a copy to the General Chairman.
- G. Except as set forth in paragraphs “C” and “D”, no leave of absence or extension thereof will exceed one (1) year.
- H. An employee who fails to report for duty within fifteen (15) days after the expiration of an authorized leave of absence or an extension thereof or fails to furnish satisfactory reason for not doing so will have his seniority terminated and record closed. An employee whose seniority has been terminated may, through his General Chairman, appeal such termination to the General Manager within thirty (30) days of the notice of termination.
- I. An employee granted a leave of absence under paragraph “B.1” or “B.2” will be required to return to duty in the craft within sixty (60) days after being relieved of his assignment, or he will be subject to conditions set forth in paragraph “H”.
- J. An employee who absents himself without a written authorized leave of absence as provided in this Rule will have his seniority terminated and record closed.
- K. A leave of absence is not required when an employee is unable to perform service for the Company due to a bona fide sickness or injury.
- L. An employee absent in accordance with paragraph “A” who engages in other employment will forfeit all of his seniority and his record will be closed under this Agreement.

#### **RULE 24 – APPROVAL OF APPLICATION**

New employees shall be considered to be probationary employees for a period of one hundred and twenty (120) days from the first day of compensated service, during which time, they shall be entitled to all benefits of this Agreement except for wages and such other provisions as are specifically detailed within this rule. During such probationary period, the probationary employees may have his employment terminated at any time and for any reason which shall be deemed sufficient to the Company. Such termination of employment shall not be the subject of a grievance or proceeding in any forum. The probationary period may be extended by mutual agreement between the Company and the Union. If such employees are retained beyond the probationary period, they shall

immediately thereafter be classified as regular full time employees and their seniority shall be retroactive to the date of their employment.

In the event it is discovered that the applicant gave materially false information, the one hundred and twenty (120) day time limit will not apply, and the employee may be terminated without an investigation. If such information is discovered after the first year of employment, the employee will be entitled to an investigation under Rule 23 of this Agreement. Giving materially false information on an application for employment will be grounds for termination.

### **RULE 25 – PHYSICAL RE-EXAMINATION**

- A. Employees will be subject to a periodic medical examination in accordance with Company policy.
- B. When it is obvious that an employee is medically (physically or mentally) impaired in a way that affects his service, the Company may hold that employee out of service pending the outcome of a medical examination. Employees held out of service by the Company because they are medically unable to perform service may have an examination by a doctor of their own choosing without expense to the Company. In the case of disagreement on the employee's fitness to work, the two doctors will select a third doctor, who is a specialist in the medical area involved, and the decision of the majority of the three as to the employee's fitness will be final. The expense of the third doctor will be shared equally by the parties. If it is determined that the employee's condition does not warrant being held out of service, such employee will be returned to service, and if it is determined that the employee was medically fit to perform service at the time he was held out of service, the employee will be paid for all time lost.
- C. An employee who has accepted medical disqualification or who was found to be properly disqualified by a neutral physician may, if there has been a change in his medical condition as evidenced by a report of his personal physician, request a reexamination. There will be no claim for time lost in such case, unless the Company refuses to grant the reexamination or there is unreasonable delay in applying the terms of this paragraph.
- D. Where an indoor test discloses a deficiency of vision, color perception or hearing, the employee will, on request, be granted a field test, the result of which will determine his physical qualification for service. In case of a failure to pass a vision test when examined without corrective lenses, the employee will be given the opportunity for a reexamination with corrective lenses.



## **RULE 26 – LOCKER FACILITIES**

Locker, toilet, and lavatory facilities will be provided at crew bases where employees go on and off duty.

## **RULE 27 - HOLD DOWNS**

- A. Vacancies of one (1) week or longer are subject to being filled by the senior employee working in the same craft (Engineer, Conductor, or Operations Center employee) for the duration of the vacancy.
- B. Vacancies of one (1) week or longer will be posted sufficiently in advance so that employees wishing to make application to fill the vacancy can do so in writing so that it is received by the Company no later than 72 hours prior to the time the employee must report to work. Notification to the employee that they have been awarded the hold down will be provided at least 24 hours before being required to report for duty.
- C. Employees exercising this option will assume the rest days of the assignment they are filling.
- D. Regularly assigned employees are not entitled to lost earnings should they be unable to cover their regular assignment as a result of being awarded a hold down.
- E. Vacancies created by regularly assigned employees being awarded a hold down will be filled in accordance with Rule 11.

## **RULE 28 – DUES DEDUCTION**

- A. The Company will withhold and deduct from wages due to employees represented by the Union amounts equal to periodic dues, assessments, and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union.
- B. No such deduction will be made except from the wages of an employee who has executed and furnished to the Company a written assignment of such periodic dues, assessments and insurance premiums. Such assignment will be on the appropriate form will be irrevocable unless the employee subsequently notifies the Company in writing to rescind his authorization to deduct periodic dues and assessments from his wages.

- C. Deductions, as provided for herein, will be made by the Company in accordance with a typewritten deduction list furnished by the Union. Such list will be furnished in the appropriate form to the director, Payroll Operations, of the Company, separately for each Local, on or before the 20<sup>th</sup> day of the month preceding the month in which the deductions listed thereon are to become effective. Thereafter, a list containing any additions or deletions of names, or changes in amount, will be so furnished to the Company on or before the 20<sup>th</sup> day preceding the month in which the deduction will be made.
- D. Deductions, as provided in this Rule, will be made monthly by the Company from wages due to employees for the first complete pay period in each calendar month and the Company will pay via electronic transfer to the order of the Officer designated by the Union, the total amount of such deductions, and shall be paid on or before the 28<sup>th</sup> day of the month in which such deductions are made. The Company will provide the designated Union Officer a list setting forth the deductions for that monthly period.
- E. No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Rule, after all deductions for the following purposes have been made:
1. Federal, State, and Municipal Taxes.
  2. Other deductions required by law, such as garnishment and attachment.
  3. Amounts due to Company.
- F. Responsibility of the Company under this Rule will be limited to remitting to the Union amounts actually deducted from the wages of employees pursuant to this Rule, and the Company will not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted will be handled between the employee involved and the Union, and any complaints against the Company in connection therewith will be handled by the Union on behalf of the employee concerned.
- G. An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the appropriate revocation form and both the assignment and revocation of assignment forms will be reproduced and furnished as necessary by the Union without cost to the Company. The Union will assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Company. Assignment and revocation of assignment forms will be delivered with the

deduction list herein provided for to the Company not later than the 20<sup>th</sup> of the month preceding the month in which the deduction or the termination of the deduction is to become effective.

- H. No part of this Rule 30 will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or on behalf of any employee; and no part of this or any other agreement between the Company and the Union will be used as a basis for a grievance or time claim by or on behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this Rule.
- I. The Union will indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Rule.

### **RULE 29 – MEAL PERIOD**

Transportation Specialists will be allowed a thirty (30) minute paid lunch period during their tour of duty. An employee may be ordered to take a thirty (30) minute paid lunch period "in place" if a manager declares an emergency. If the employee is not afforded another thirty (30) minute lunch period, a 30 minute straight time penalty will be allowed.

### **RULE 31 – HOLIDAYS**

#### **Regularly Assigned Employees**

- A. Each regularly assigned employee who meets the qualifications set forth in paragraph "C" hereof will receive the earnings of the last position worked, with a minimum of eight (8) hours to be allowed for each of the following enumerated holidays receive:

New Year's Day	President's Day
Good Friday	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day

Only one such payment will be allowed per holiday, irrespective of the number of trips or tours of duty worked.

NOTE: When any of the above listed holidays falls on Sunday, the date observed by the Nation will be considered the holiday.

- B. Any regularly assigned employee who works on any of the holidays listed in paragraph "A", will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one payment provided for in "A" of this Rule, for service performed during a single trip or tour of duty on a holiday which is also a workday or a vacation day.
- C. To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, he must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, canceled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on: 1) the workday immediately preceding the holiday, 2) the holiday, or 3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay, provided he does not lay off on any such days and makes himself available for service on each of such days, excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of his workweek, the first workday following his "days off" will be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek will be considered the workday immediately preceding the holiday. When one or more designated holidays fall during the vacation period of an employee, the qualifying days for holiday pay purposes will be his workdays immediately preceding and following the vacation period.

NOTE: A regularly assigned employee who qualified for holiday pay under paragraph "C" will not be deprived thereof by reason of changing from one regular assignment to another regular assignment on the workday immediately preceding or following the holiday or on the holiday.

- D. Nothing in this Rule will be considered to create a guarantee or to restrict the right of the Company to annul assignments on the specified holidays.
- E. The terms "workday" and "holiday" refer to the day to which service payments are credited.

**EXTRA EMPLOYEES**

F. Each extra employee who meets the qualifications provided in paragraph "G" will receive the earnings of the last position worked, with a minimum of eight (8) hours to be allowed for each of the following enumerated holidays:

New Year's Day	President's Day
Good Friday	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day

Only one such payment will be allowed per holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, payment will be at the rate of pay of the first tour of duty.

NOTE: When any of the above listed holidays falls on Sunday, the day observed by the Nation will be considered the holiday.

**\*Note change G. To qualify, an extra employee must perform service or be available for service on the full calendar day of the holiday and on his available days immediately preceding and following such holiday. When one or more designated holidays fall during an extra employee's off days or vacation period, the qualifying days for holiday pay purposes will be his available days immediately preceding and following the off days or vacation period and will be paid above all earnings for the week.**

- H. Any extra employee who works on any of the holidays listed in paragraph “F” will be paid at the rate of time and one-half for all services performed on the holiday. Not more than one time and one-half payment will be allowed, in addition to the one payment provided for in “F” of this Rule, for service performed during a single tour of duty on a holiday.
- I. The terms “calendar day” and “holiday” on which service is performed refer to the day to which service payments are credited.

### **RULE 32 – SHORTAGE ADJUSTMENT**

When an employee’s actual earnings are short one day or more, adjustment will be made upon request.

### **RULE 33 – MILITARY TRAINING**

When employees assigned to regular and/or extra board positions who are members of the Military Reserves or National Guard are required to be absent from work for the purpose of annual summer training exercises, they shall be paid the actual time lost during their regular workdays or work weeks (maximum of eight (8) hours’ pay at the straight time rate of their positions for each day lost). Compensation received by the employees for other than meals, lodging and transportation, shall be remitted to the Company. Such employees must furnish the Company with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed.

### **RULE 34 - HEALTH AND WELFARE BENEFITS**

- A. Employees covered by this Agreement shall continue to have the opportunity to participate in the Company's Group Medical, Dental, Vision, Life, Accidental Death and Dismemberment, and Short and Long Term Disability Plans subject to the provisions of this Rule 34.
- B. The Company may offer multiple Medical Plans that may be selected at the discretion of each employee, to include an affordable plan in compliance with the U.S. Patient Protection and Affordable Care Act (PPACA). For 2015, the Company, at a minimum, will offer the EPO 750 Medical Plan. For 2016 and 2017, the Company will no longer offer the EPO 750 Plan, but will offer the HCA 1500 Medical Plan as replacement therefor. “Plan Design Summaries” for the

two plans and bi-weekly employee contributions for each year are shown as Appendix "A" to this Agreement. Employee contributions will be treated as being paid on a pre-tax basis to the extent permitted by law.

Term limits for the continuation of Medical coverage for employees who cease to render compensated service are set-forth In Appendix "B" to this Agreement.

- C. The Company will also offer an "Opt-Out" option as an alternative to an employee's participation in the Company's Medical Plan. Employees who elect to Opt-out of the Company's Medical Plan, and provide the Company with proof of other medical coverage that is in compliance with the PPACA, will receive a \$400.00 per month credit. However, an employee will not receive the Opt-out credit if they are covered under the Company's plan as a dependent of another employee.
- D. Employees that elect to enroll in dental coverage will be required to contribute towards the cost of the Company's Dental Plan. On a bi-weekly deduction bases, the 2015 rates are as follows:

<u>Coverage</u>	<u>2015 Employee Bi-weekly Contribution</u>
Employees Only:	\$ 4.41
Employee/Child	\$ 9.75
Employee/Spouse:	\$ 9.47
Family:	\$ 17.79

The employee contribution is subject to modification in future years, but will not exceed 40% of the Company's cost for the Dental Plan.

- E. Coverage in the Company sponsored Vision, Accidental Death and Dismemberment Plans will be provided at no cost to all employees in active service.
- F. Life Insurance is made available on an optional basis with the Company and the employee sharing the cost on a 50/50 basis.
- G. The extension of employee medical, dental, and vision benefits to domestic partners will be provided to the extent permissible in accordance with Federal, State and/or local laws and to the extent permissible by the provider of such benefits.
- H. The Company will offer a Short Term Disability Benefit Plan, at no cost to active employees, and an Optional Long Term Disability Benefit Plan, paid for by the employee, with the following basic features:

### Short Term Disability

Eligibility:	First of the month following 30 days of full-time employment.
Benefit Level:	An amount equal to 70% of base wages.
Waiting Period:	7 calendar days
Maximum Benefit Period:	12 weeks

### Optional Long Term Disability

Eligibility:	First of the month following 30 days of full-time employment.
Benefit Level:	60% of base wages.
Application:	Non-work related disability.
Period:	Completion of short term disability period or 84 days, through age 65.

The employee's cost for the Optional Long Term Disability Plan is subject to change at the discretion of the Company.

## **RULE 35- VACATION**

\*Note change A. Employees will be entitled to a paid vacation at the rate of either 1/52 of the previous year's earnings or a basic week's pay, whichever is greater, for each week of vacation which will be allocated as follows:

After one year of service, an employee is entitled to one (1) week.

After two (2) years of service, an employee is entitled to two (2) weeks.

After seven (7) years of service, an employee is entitled to three (3) weeks.

After seventeen (17) years of service, an employee is entitled to four (4) weeks.

After twenty-five (25) years of service, an employee is entitled to five (5) weeks.

After thirty (30) years of service an employee is entitled to six (6) weeks.

**NOTE:** For purpose of this Section, a basic week's pay is understood to be the equivalent of forty (40) hours at the straight time rate of pay.



- B. Employees shall be eligible to receive their full allotment of vacation with pay upon satisfactory completion of compensated service of 130 days worked in the preceding calendar year. The 130 days necessary to qualify for vacation the following year will be reduced by one (1) day for each year of service in the year an employee retires.
- C. Employees will be entitled to take vacation accrued in weekly blocks after the completion of one year of service.
- D. Employees will be entitled to take one week of vacation on a split time basis on a ratio of 3/2 or 4/1 after completing two years of service.
- E. In a year that an employee will be entitled to an additional week's vacation, all vacation, including the additional week, may be taken prior to the anniversary date. However, if the employee resigns or is dismissed prior to his anniversary date, the additional week of vacation will be recovered from the final pay check.
- F. Vacations will start on the first work day following an employee's rest days.
- G. The Company shall have the right to approve and schedule vacations consistent with the requirements of operations; however, seniority as per Rule 3 shall govern for the purpose of vacation selection within an employee's classification.
- H. Selection of vacation weeks will be submitted on required forms to the Superintendent of Transportation no later than November 15<sup>th</sup> to be awarded no later than December 15<sup>th</sup> and to be taken on or after January 1st of the succeeding year.
- I. Requested changes of vacation schedules will be submitted in writing at least fourteen (14) days prior to the date of required change. Such request must be submitted by the Local Chairman, to the Superintendent of Transportation or his designated representative for approval.
- J. Employees who leave the service of the Company for any reason shall receive payment for all vacation accrued at the time of separation, provided no adjustment is necessary for Company advances or Company-owned property not returned by an employee, i.e., uniforms, tools, etc.

**RULE 36 – 401 (K) PLAN**

The Company will continue to make a 401(k) Plan available to all employees covered by this Agreement. The administrative details of the plan are subject to modification from time to time; however, the following base features will be retained:

- Eligibility: One year of service, 21 years old.
- Plan Year: January 1<sup>st</sup> through December 31<sup>st</sup>

Entry Dates: The next January 1<sup>st</sup> or July 1<sup>st</sup> following one year of service.

Employee Contributions: Maximum allowed under the current year limits

Employer Matching Contribution: 100% up to the first 5% of employee contribution (5% maximum employer contribution).

Vesting Schedule: One year of vesting service is earned in each calendar year that the employee works at least 1,000 hours.

<u>Years of Service</u>	<u>Percentage</u>
1	20%
2	40%
3	60%
4	80%
5	100%
Age 65	100%
Death	100%

**RULE 37 – PERSONAL DAYS**

- A. Employees covered by this agreement will be allowed six (6) personal days each calendar year. Such days may be taken when requested at least 48 hours in advance and with the approval of management. A minimum of one (1) Engineer and one (1) Conductor will be allowed a personal day each date. When observing a personal day, regular assigned employees will receive the earnings of the assignment on which the employee is the incumbent. An extra list employee will receive lost earnings for the assignment the employee would have worked, had the employee not taken the personal day. If the extra list employee did not stand to work on the calendar day selected as a personal day, the employee is to be paid eight (8) hours at the straight time rate of pay. The payment of a personal day will apply towards the "money equivalent of forty (40) straight time hours" as that term is used in Rule 10 (A) of this Agreement.
  
- B. Personal days must be requested in advance of November 1, which will be awarded on a first come – first served basis by craft based on the needs of service. Employees not requesting their personal days by October 1 will have their personal days assigned by management, except that an employee can elect to accept eight (8) hours pay per day for up to six (6) personal days per year, in lieu of taking such days off, provided they so notify the Company by November 1. Payment will be made by December 1.

- C. Should a personal day be denied even though the employee had to take the day off because of an emergency, the employee will be paid for the day upon providing proof of the emergency.
- D. Upon request by an employee or his duly accredited representative, the Company has the discretion of paying an employee a personal day for a previous date the employee lost time, for which the employee was not compensated.
- E. Employees can ~~carry over personal days into succeeding years~~ **pay out unused personal days after the end of the calendar year**, however, they cannot accumulate more than ten (10) such days in a bank. Upon an employee's death, retirement, resignation, or dismissal for cause, personal days that are banked will be allowed.

\*Note change

**RULE 38- DURATION OF AGREEMENT**

This Agreement becomes effective July 1, 201~~4~~<sup>17</sup>, and remains in effect until 11:59PM on June 30, 201~~7~~<sup>22</sup>, except should the Company's Agreement to operate the service expire or be terminated beforehand, in which case this Agreement shall terminate as of the same date. <sup>22</sup>

Not earlier than January 1, 201~~7~~<sup>22</sup>, either party can serve notice on the other to modify the terms of this Agreement to be effective not earlier than July 1, 201~~7~~<sup>22</sup>.

Signed this 3<sup>rd</sup> day of NOVEMBER, 2015.

**For the Union:**

  
 Dirk Sampson  
 General Chairperson

**For the Company.:**

  
 Edward J. Reardon  
 General Manager

APPENDIX "A"

## Tri-Rail - Union Medical Plan Design Summaries

2015 Medical Plan

2016-2017 Medical Plan

	BCBS of IL EPO 750	BCBS of IL HCA 1500	
<b>How does this plan work?</b>	Copays apply to most services. Out-of-network services not covered (with exception of some emergency services)	The deductible applies and has to be paid first before the plan will pay. Once the deductible is met, the plan pays a percentage of the cost of covered services. <b>Transdev pays for the first portion of your deductible (\$1,500 if you have single coverage and \$3,000 if you are covering dependents).</b>	
	In-Network	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	None	None	None
<b>Account Funding:</b>			
Individual	N/A	\$1,500	
Family	N/A	\$3,000	
<b>Deductible:</b>	None		
Individual		\$1,000	\$3,000
Family		\$2,000	\$6,000
<b>Out-of-Pocket Maximum: *Includes deductible</b>			
Individual	\$1,500	\$3,000	\$9,000
Family	\$3,000	\$6,000	\$18,000
<b>Office Visit</b>	\$15 Copay	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Preventive Care</b>	100% Coverage	100% Coverage	Deductible then 60% Coverage
<b>Inpatient Hospital (Facility Fee)</b>	\$150 Copay (Copay covers days 1-5, then paid at 100% \$750 maximum)	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Outpatient Hospital (Facility Fee)</b>	\$200 Copay	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Emergency Room</b>	\$50 Copay (waived if admitted)	Deductible then 80% Coverage	Deductible then 80% Coverage
<b>Emergency Medical Transportation</b>	100% Coverage	Deductible then 80% Coverage	Deductible then 80% Coverage
<b>Urgent Care</b>	\$200 Copay	Deductible then 80% Coverage	Deductible then 80% Coverage
<b>Diagnostic Test (x-ray, blood work)</b>	100% Coverage	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Imaging (CT/PET scans, MRIs)</b>	100% Coverage	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Mental/Behavioral Health Inpatient</b>	\$150 Copay	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Mental/Behavioral Health Outpatient</b>	\$15 Copay (applies to psychotherapy visits only)	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Rehabilitation and Habilitation Services</b>	\$15 Copay- Physical Therapy 55 visits, Occupational Therapy 35 visits, and Speech Therapy 24 visits per year.	Deductible then 80% Coverage - Physical Therapy 55 visits, Occupational Therapy 35 visits, and Speech Therapy 24 visits per benefit period.	Deductible then 60% Coverage - Physical Therapy 55 visits, Occupational Therapy 35 visits, and Speech Therapy 24 visits per benefit period.

# Tri-Rail - Union Medical Plan Design Summaries

2015 Medical Plan

2016-2017 Medical Plan

	BCBS of IL EPO 750	BCBS of IL HCA 1500	
<b>Chiropractic Care/Acupuncture</b>	Chiropractic Care- \$15 Copay; Acupuncture- Not Covered.	Chiropractic Care: Deductible then 80% Coverage. \$1,500 maximum for muscle manipulation. Acupuncture- Not Covered	Chiropractic Care: Deductible then 60% Coverage. \$1,500 maximum for muscle manipulation. Acupuncture- Not Covered
<b>Maternity-Prenatal and Postnatal Care; Delivery and all inpatient services</b>	\$15 Copay (Copay applies to first prenatal visit per pregnancy); Delivery and all in patient services-\$150 Copay (Copay covers days 1-5, then paid at 100% \$750 maximum)	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Infertility</b>	Covered	Covered only with a diagnosis of infertility	Covered only with a diagnosis of infertility
<b>Most other services</b>	Copay or 100% Coverage	Deductible then 80% Coverage	Deductible then 60% Coverage
<b>Prescription Drug: *Pharmacy Copays/Co-Insurance included in the out-of-pocket maximums for the BCBS of IL Plans</b>			
<b>Retail Prescription</b>	Generic= \$10 Copay; Brand= \$20 Copay; Non Preferred Brand= \$35 Copay	Generic= \$10 Copay; Preferred Brand= 20% Coinsurance (\$25 minimum/\$75 maximum); Non Preferred Brand= 40% Coinsurance (\$35 minimum/\$100 maximum)	Generic= \$10 Copay plus 25% Coinsurance; Preferred Brand= 20% Coinsurance plus 25% Coinsurance; Non Preferred Brand= 40% Coinsurance plus 25% Coinsurance
<b>Mail Order Prescription</b>	Generic= \$20 Copay; Preferred Brand= \$40 Copay; Non Preferred Brand= \$70 Copay	Generic= \$25 Copay; Preferred Brand= 20% Coinsurance (\$50 minimum/\$150 maximum); Non Preferred Brand = 40% Coinsurance (\$70 minimum/\$200 maximum)	Contact Prime for details*

<b>Employee Contributions</b>		
Employee Tier	2015 Bi-Weekly Contribution*	January 1, 2016 Bi-Weekly Contribution
Employee Only	\$48.94	\$51.89
Employee + Spouse	\$65.25	\$62.67
Employee + Child(ren)	\$59.87	\$57.14
Family	\$77.40	\$71.81

\* First Pay Period After Ratification

	January 1, 2017 Bi-Weekly Contribution
Employee Only	\$61.45
Employee + Spouse	\$71.25
Employee + Child(ren)	\$64.48
Family	\$79.31

## APPENDIX “B”

### SUMMARY OF CONTINUATION OF CERTAIN HEALTH AND WELFARE COVERAGE IF YOU CEASE TO RENDER COMPENSATED SERVICE (See Note 2)

Reason for Ceasing to Render Compensated Service	Date Health and Welfare Coverage Terminates*
Furlough, Suspension or Dismissal	End of fourth (4 <sup>th</sup> ) month following month in which you last rendered compensated service or received Vacation Pay
Leave of Absence	End of month following the month in which you last rendered compensated service or received Vacation Pay.
Employment Relationship Terminates other than for Retirement, Death or by Dismissal	Date of termination of employment relationship.
Employment Relationship Terminates for Retirement	End of month following the month in which you last rendered compensated service or received Vacation Pay.
Employment Relationship Terminates due to Employee's Death	Dependents' coverage continues through the end of the fourth (4 <sup>th</sup> ) month following the month in which the Employee passed away.
Disability – Inability to Perform work in your Regular Occupation	1) Date your disability ends; or, 2) when you have failed to render compensated service or receive vacation pay in a calendar year, whichever of 1) or 2) occurs first.

#### Notes:

1. Compensated service does not include unpaid suspensions or out-of-service removals, worker's compensation, paid disability or the payout of unused, accrued paid time off, such as, vacation hours at separation of employment.
2. Health & Welfare benefits for purposes of the Appendix 'B' only include medical, dental and vision coverage. Employees are responsible to pay their employee portion of such health and welfare premiums during continued coverage periods outlined above.
3. FMLA leave will run concurrent with any medically related absences in excess of 3 days or more including workers compensation or disability as noted above. FMLA policy covers leaves due to a serious health condition of an employee, their qualified family member, birth of an employee's child, adoption or foster care of a newly placed child and qualifying exigency leave for family members of the National Guard and/or member of the Armed Forces.
4. Other benefits such as life, short-term, long-term disability, accidental death and dismemberment coverage end on the date of employee separation from employment.