AGREEMENT

between

CONNEX RAILROAD LLC

and

THE EMPLOYEES THEREON

Represented by
The Brotherhood of Maintenance of Way
Employees Division/IBT

DATE
March 30, 2015
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PREAMBLE

Pursuant to a subcontract with Veolia Transportation Maintenance and Infrastructure, Inc. ("VTMI"), beginning on March 30, 2015 (the "Commencement Date" or the "Effective Date"), Connex Railroad LLC ("Connex" or the "Carrier") will perform the maintenance of way work on the rail line between M.P. SX-966.3 (Mangonia Park) and M.P. SX-1037.5 (Miami Airport); (Downtown Spur) M.P. SXD 37.6 to M.P SXD 39.7; and M.P. SXH 36.7 (Miami Canal) to M.P. SXH 41.1 (FEC Connection) ("Line") operated by the South Florida Regional Transportation Authority ("SFRTA");

The Brotherhood of Maintenance of Way Employees Division/IBT ("BMWED") represents the craft or class of Maintenance of Way Employees previously employed by CSX Transportation, Inc. ("CSXT"), which was responsible for the performance of maintenance of way work on the Line prior to March 30, 2015;

Connex wishes to hire the Maintenance of Way Employees currently employed by CSXT and other qualified Maintenance of Way Employees all of who will be represented by BMWED;

Connex hereby recognizes the BMWED as the collective bargaining representative under the Railway Labor Act of Connex’s employees in the Maintenance of Way Employee craft/class who perform maintenance of track and bridge work on the Line; including employees who perform such maintenance work described in the scope and seniority rules of the June 1, 1999 collective bargaining agreement, as amended, between BMWED and CSXT (the "June 1999 CBA").

The Parties entered into an Implementing Agreement on March 12, 2015 which was intended to govern the terms and conditions of employment of the Maintenance of Way employees, employed by Connex and represented by the BMWED, with respect to the maintenance of track and bridges on the Line. The Implementing Agreement provided that only rules from the June 1999 CBA which were applicable to Connex’ performance of the Maintenance of Way work on the Line would be included in the final agreement and govern the work performed by Connex’ employees employed to perform track and bridge maintenance work on the Line.

Upon its execution, this Agreement, except to the extent that a specific Rule herein references a provision or attachment of the Implementing Agreement, supersedes and replaces in their entirety the Implementing Agreement and June 1999 CBA, and becomes the final Collective Bargaining Agreement between the Connex and BMWED with respect to those employees employed to perform track and bridge maintenance of way work on the Line. To that limited extent, the Implementing Agreement and its attachments are incorporated into this Agreement as Exhibit 1. This Agreement will remain in effect until the parties negotiate modifications to this Agreement in accordance with Section 6 of the Railway Labor Act.
RULE 1  
SCOPE

Section 1. These rules shall govern the terms and conditions of employment of those Employees employed by Connex and represented by the BMWE, and who perform the following Maintenance of Way work on the Line as defined in the Preamble, such as inspection, dismantling, demolition, repair and maintenance of water facilities, bridges, culverts, tracks, road crossings, and roadbed, and maintenance of way work which as of March 30, 2015 was being performed by those employees on the Line.

Section 2. The following maintenance of way work is reserved to BMWE members: all work in connection with the maintenance, repair, inspection or dismantling of tracks and bridges on the Line and other facilities ancillary to the Line and Connex performance of Maintenance of Way work on the Line. This work will include the following track and bridge components and structures: rail, guard rail, switch stand, switch point, frog, tie, plate, spike, anchor, joint, gauge rod, derail and bolt installation and removal; erection and maintenance of signs, such as mile posts, speed restriction signs, resume speed signs, crossing and station signs, warning signs; construction of track panels; welding, grinding, burning, and cutting; ballast unloading, regulating, equalizing, and stabilizing; track; cribbing between ties; track surfacing and lining; snow removal (track structures and right of way); culvert repairs, cleaning and removal; yard cleaning; distribution and collection of new and used track, bridge material; operate machines, equipment, and vehicles; transporting maintenance of way employees; maintenance, and repairs of bridge handrails; drawbridge maintenance and any other maintenance of way work customarily or traditionally performed by BMWE represented employees. In the application of this Rule, it is understood that such provisions are not intended to infringe upon the work rights of another craft as established. It is also understood that this list is not exhaustive. Except where specifically included, the maintenance of way work covered by this Agreement does not include construction of new track or ancillary rail components or facilities on, near or adjacent to the Line, or the maintenance or construction of rail and related track component and facilities on rail lines other than the Line.

Section 3. Right to Subcontract. The BMWE recognizes VTMI’s and Connex’ obligations to SFRTA under the Project Contract and the Subcontract to maintain the Line to certain standards of reliability. Connex anticipates that it will require approximately 26 Maintenance of Way Employees to satisfy its obligations with respect to the reliability of the Line. In the event, at any time after the Commencement Date, that there are an insufficient number of Maintenance of Way Employees who apply for employment with Connex on the Project in order to meet Connex’ staffing requirements, Connex shall have the right to subcontract maintenance work which would generally be performed by employees represented by the BMWE pursuant to the terms of this Agreement, provided that Connex continues to actively hire and train applicants for positions as track and bridge maintainers; provided further that, any such subcontract shall terminate the earlier of either six months from the date that the number of maintenance of way employees falls below 26 or the date that 26 maintenance of way employees have been hired and trained for qualified maintenance of way positions; provided that in all cases, Connex shall not furlough any BMWE represented Maintenance of Way Employees and then subcontract work performed by such employees.

Section 4. In the event the Connex plans to subcontract out work within the scope of this Agreement, except in emergencies, Connex shall notify the General Chairmen involved, in writing, as far in advance of the date of the subcontracting transaction as is practicable and in any event not less than
fifteen (15) days prior thereto. "Emergencies" applies to fires, floods, heavy snow and like circumstances.

Section 5. If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said subcontracting transaction, the designated representative of Connex shall promptly meet with him for that purpose. Connex and Organization Representatives shall make a good faith attempt to reach an understanding concerning said subcontracting, but, if no understanding is reached, Connex may nevertheless proceed with said subcontracting, and the Organization may file and progress claims in connection therewith.

RULE 2
SENIORITY

Section 1. Probationary Period. Applications for employment with Connex for maintenance of way positions on the Line may be rejected by the Carrier within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by Connex must be declined in writing to the applicant.

Section 2. Omission or Falsification of Information. An employee who has been accepted for employment in accordance with Section I of this Rule will not be terminated or disciplined by Connex for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if Connex had timely knowledge of it.

Section 3. For a new employee employed in positions other than laborers, seniority begins at the time the new employee's pay starts on the position to which he is assigned following bulletin of the position, as provided in Rule 4, after he has been in continuous service for a period of sixty (60) consecutive calendar days, unless his employment is rejected by Connex prior thereto. Service shall be considered consecutive if the employee has performed active service of not less than 20 days during the 60 day period.

Section 4. Seniority Retention. All covered employees promoted, subsequent to the Effective Date of this Agreement, to official, supervisory, or excepted positions from crafts or classes represented by BMWE shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
RULE 3
SENIORITY ROSTERS

Section 1. Seniority rosters of all employees will show the name, classification and date of entry of the employee into the service, and date of promotion.

Section 2. Rosters will be revised in January of each year and open to correction for a period of ninety (90) days thereafter.

Section 3. Seniority dates shall be permanently established if not protested within ninety (90) days from time of first posting, except that an error may be corrected at any time by agreement between representatives of the BMWED and Connex.

Section 4. The names of employees will not be included and their seniority rights will not apply until they have established a seniority date under provisions of Rule 2.

Section 5. Copies of seniority rosters will be posted at convenient places available for inspection by employees concerned. A copy will be furnished to the General and Local Chairman.

RULE 4
BULLETIN

Section 1. New positions and vacancies will be bulletined within twenty (20) days previous to or following the dates such vacancies occur.

Section 2. Promotions to new positions or to fill vacancies will be made after bulletin notice has been posted for a period of ten (10) days at the headquarters of the gangs during which time employees may file their application in writing with the official whose name appears on the bulletin. The appointment will be made before the expiration of twenty (20) days from the date the bulletin is posted, and the name of the employee selected will then be announced. New positions or vacancies may be filled temporarily pending permanent appointment. Local Chairman is to be furnished a copy of bulletins and announcement.

Section 3. An employee assigned to fill a temporary position covered by this Agreement will, when released, return to the position from which taken without loss of seniority, provided he is still regularly assigned thereto; otherwise he shall exercise his seniority as provided in Rule 11.
RULE 5
PROMOTION

Section 1. In filling vacancies and new positions and making promotions, ability, merit, fitness and seniority shall be considered. Ability, merit, and fitness being sufficient, seniority shall prevail, the Management to be the judge.

Section 2. Employees promoted and afterward demoted for failure to Qualify or for other causes will not lose their accumulated seniority in the job classification to which returned and will be allowed to take their former position if still vacant and unassigned; otherwise they will displace a junior employee of their job classification.

RULE 6
WORK WEEK

Section 1. Four Day Work Week. The Carrier may establish a four-day work week that will be utilized in conjunction with the current five day work week. The following guidelines will govern the revised work week of four ten-hour work days.

A. Any work performed in excess of ten hours will be paid at the overtime rate, except as set forth in paragraph 2.

B. In the event a holiday falls on a scheduled work day, and the employee has the day off, they shall be paid 8 hours for the holiday and will work ten hours and forty minutes for the other three days in the week, at the straight time rate, to make a 40 hour work week.

C. Service performed on a holiday will continue to be paid at the overtime rate.

D. Each ten hour work day will count as 1.25 days in the calculation of vacation qualifications for the following year vacation.

E. A second meal period will be allowed after the second hour of overtime (after 12 hours worked, or 12'40" worked on a holiday week).

F. Employees paid in accordance with the Jury Duty and Bereavement leave agreements will fall short of a 40 hour work week. Such employee may be allowed to make up the difference of straight time hours if the employee makes the request to their supervisor.

G. Gangs who work four (4) consecutive ten (10) hour work days with three (3) consecutive rest days with assigned positions with either Saturday or Sunday as a regular workday will have either Saturday or Sunday as a rest day.
H. These guidelines will be utilized for Maintenance of Way employees on a four-day work week, when such work week is in effect.

I. The determination to implement, or cancel, a 4-day work week shall rest with Management, subject to service of a five day written notice.

Section 2. *Five-day Positions.* On positions the duties of which can reasonably be met in five (5) days, the days off will be either Saturday or Sunday; provided that the Carrier shall provide the General Chairman with advance notice of a change in the 5-day work week schedule.

Section 3. *Beginning of Work Week.* The term “work week” for regularly assigned employees shall mean a week beginning on the first day on which the assignment bulletin is to work.

RULE 7

*STARTING TIME*

Section 1. Regular assignments will have a fixed starting time and place. Regular starting time will not be changed without at least thirty-six (36) hours’ notice to the employees affected.

Section 2. Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of Connex’ operations in whole or in part is due to a labor dispute between Connex and any of its employees.

Section 3. Except as provided in Section 2. hereof, rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute other than as defined in Section 2 hereof, provided that such conditions result in suspension of Connex’ operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours’ pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

Section 4. Employees assigned to positions with starting times outside of 6:00 AM to 8 AM will be paid an additional $1.00 per hour (“Night Differential”). The Night Differential will be added to the regular hourly rate for purposes of computing overtime, but will not be added to the regular hourly rate when computing general wage increases. The Night differential will increase by 5 cents per hour effective March 30, 2016 and will increase by 5 cents per hour each anniversary thereafter.
RULE 8
MEAL PERIOD

Section 1. When a meal period is allowed, it will be between the ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise agreed upon by the majority of the employees affected and the local supervisory officers. The meal period shall not be less than thirty (30) minutes nor more than one (1) hour unless agreeable to the majority of the employees affected. If the meal period is not afforded within the allowed or agreed time limit and is worked, it shall be paid for at pro rata rate and twenty (20) minutes time in which to eat shall be afforded at the first opportunity.

Section 2. For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat, without a deduction in pay, when nature of the work permits.

Section 3. For continuous service after regular hours, employees shall not be required to work more than three (3) hours after their regular work period without being afforded a meal period.

Section 4. Employees worked in emergencies shall be furnished meals by and at the expense of the management within five hours after going on duty and at five (5) hour intervals thereafter computed from the end of the last meal period.

RULE 9
HOURS OF SERVICE OVERTIME AND CALLS

Section 1. Except as otherwise provided in these Rules, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day’s work.

Section 2. Except by mutual agreement, regularly established daily working hours will not be reduced below eight (8) hours to avoid making force reductions.

Section 3. When less than eight (8) hours are worked for convenience of employees, or when due to inclement weather interruptions occur to regular established work period preventing eight (8) hours’ work, only actual hours worked or held on duty will be paid for, with minimum of three (3) hours at the pro-rata rate.

Section 4. Time worked preceding or following and continuous with the regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rate with double time computed on actual minute basis after sixteen continuous hours of work in any twenty-four (24) hour period computed from starting time of the employee's regular shift. Employees required to work continuously from one regular work period to another shall receive time and one-half on actual minute basis for the second regular work period and for each regular work period thereafter where the service is continuous. In the case of employees required to work continuously from one regular work period to another, relief
from work during the second regular work period will not be considered as suspension of work during regular assigned period for the purpose of absorbing overtime within the intent of Section 8 of this Rule. In the application of this Section 4, new employees temporarily brought into the service in emergencies, the starting time of such employee will be considered as of the time they commence work or are required to report.

Section 5. Work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list.

Section 6. There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

Section 7. Employees will be allowed time and one-half on minute basis for service performed continuous with and in advance of the regular work period.

Section 8. Employees will not be required to lose time during any regular assigned work day period for the purpose of absorbing overtime.

Section 9. Employees notified or called to perform work before or after but not continuous with the regular work period will be allowed a minimum of two hours and forty minutes at time and one-half rate for two hours and forty minutes work or less. If held on duty in excess of two hours and forty minutes (2:40"), time and one-half will be allowed on the minute basis.

Section 10. No overtime will be worked without authority, except in case of emergency where advance authority is not obtainable.

RULE 10
INTER-CRAFT WORK JURISDICTION

Employees will be allowed to perform incidental tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of the BMWE. Compensation shall be at the applicable rate for the employee performing the service and shall not constitute a basis for any time claims by other employees. This provision is not intended to alter the establishment and manning of work forces accomplished in accordance with existing assignment, seniority, scope and classification rules.
RULE 11
FORCE REDUCTION AND RESTORATION

Section 1. When force is reduced, the senior qualified employee in the sub-department shall be retained. Employees affected either by position being abolished or being displaced will displace a junior employee of their rank or class on the seniority roster.

Section 2. Employees displaced on account of a position being abolished or because of a reduction in force must exercise their seniority to a regular position within seven (7) calendar days following the date of displacement; failing to do so they shall forfeit their right to displace a regular assigned employee and shall take their place on the extra list with preference to work over junior employees thereon. In the exercise of displacement rights under the provisions of this Rule, an employee who becomes physically disabled during the seven (7) calendar days specified in the rule, will be allowed as many days after his recovery to exercise such rights as there remains in the seven (7) calendar days. When he becomes disabled, the extension of exercise of displacement rights time will be determined from a certificate of a reputable doctor, which certificate must show beginning date of disability, the date of recovery permitting resumptions of work and that the disability was continuous during the interim.

Section 3. An employee above the rank of laborer after having exhausted his rights in the class in which employed, shall have the right to drop back to the next lower classification to which his seniority will permit, displacing a junior employee in the lower classification.

Section 4. Gangs will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior men.

Section 5. Employees will be given notice of at least five (5) working days in advance of reduction of force.

Section 6. When forces are increased, or in filling temporary vacancies, senior laid off employees in their respective rank and seniority roster will be given preference in employment. Employees desiring to avail themselves of this privilege and to retain their seniority rights, must file their name and address in writing with the General Manager within seven (7) days of the date laid off, with copy to the Local Chairman, and renew same if address is changed during the period laid off. Failure to return to the service within ten (10) days after being notified (by mail or telegram to the last known address) will forfeit all seniority rights. In the event the employee is physically disabled at the time he receives notice under this rule to report for work, he will have ten (10) days in which to report after being released by reputable physician attesting to his illness. Extension of seniority rights under this will expire unless returned to active service within two years.

Section 6. Termination of Seniority. The seniority of any employee whose seniority under an agreement with BMWED is established after April 1, 2015, and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.
Section 7. The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

RULE 12
RATES OF PAY

Section 1. The following shall constitute the basic rate of pay of employees covered by this Agreement and shall apply only to the position listed if and when such positions are in existence:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Track Inspector</td>
<td>32.51</td>
</tr>
<tr>
<td>Foreman</td>
<td>29.22</td>
</tr>
<tr>
<td>Laborer</td>
<td>25.84</td>
</tr>
<tr>
<td>Machine Operator</td>
<td>29.19</td>
</tr>
<tr>
<td>Heavy Duty Truck</td>
<td>29.19</td>
</tr>
<tr>
<td>Welder</td>
<td>30.10</td>
</tr>
<tr>
<td>Welder Helper</td>
<td>27.52</td>
</tr>
<tr>
<td>Bridge Tender</td>
<td>27.52</td>
</tr>
<tr>
<td>Mechanic</td>
<td>30.10</td>
</tr>
</tbody>
</table>

Section 2. Pay Shortage. When there is a shortage equal to one day's pay in the pay of an employee, a voucher or check will be issued to cover the shortage upon request.

Section 3. Composite Service. If an employee is assigned to work on a higher rated position, the employee shall receive the higher rate for the time actually worked provided that if the employee works four or more hours, he/she will be allowed the higher rate for the full eight hours.

RULE 13
VACATIONS

Section 1. Vacation Calculation

A. An annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

B. An annual vacation of ten (10) work days with pay at least five of which must be taken in a forty (40) hour increment, will be granted to each employee covered by this Agreement who renders compensated service of not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of
continuous service and who, during such period of continuous service renders compensated service of not less than one hundred ten (110) days.

C. An annual vacation of fifteen (15) work days with pay, at least 10 of which must be taken in increments of forty (40) hours, will be granted to each employee covered by this Agreement who renders compensated service of not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service of not less than one hundred (100) days in each of eight (8) of such years.

D. An annual vacation of twenty (20) work days, at least 15 of which must be taken in increments of forty (40) hours, with pay will be granted to each employee covered by this Agreement who renders compensated service of not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service of not less than one hundred (100) days in each of seventeen (17) of such years.

E. An annual vacation of twenty-five (25) work days, at least 20 of which must be taken in increments of forty (40) hours, with pay will be granted to each employee covered by this Agreement who renders compensated service of not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service of not less than one hundred (100) days in each of twenty-five (25) of such years.

F. Employees who have earned at least eighty (80) hours of vacation shall be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with Rules on the Carrier applicable to the scheduling of personal leave days. All vacation shall be scheduled in accordance with work requirements of the Carrier and in the event that more than one employee wants to schedule vacation at the same time but such vacations cannot be accommodated by the Carrier's work requirements, then seniority shall prevail.

Section 2. Special Rules Applicable to Vacations

A. Employees subject to the provisions of this Agreement are covered by the National Vacation Agreement of December 7, 1941, as subsequently amended. This Rule conforms to the National Vacation Agreement of August 21, 1954, as subsequently amended. To the extent the National Agreement may be further amended, this Rule will be subject to such amendments, provided that Organization timely advises Carrier of such amendments and such amendments can be reasonably and cost effectively implemented into the Carrier's business with respect to the Line.
B. Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury will be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of 20 such days for an employee with three (3) but less than 15 years of service; and a maximum of 30 such days for an employee with 15 or more years of service with the employing Carrier.

C. Calendar days in each current qualifying year on which an employee renders no service because he/she is fulfilling commitments to the U.S. Armed Forces will be included in computing days of compensated service and years of continuous service for vacation qualifying purposes.

D. Vacations may be taken from January 1 to December 31 and due regard consistent with requirements of service will be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

E. The local committee of each Organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

F. Carrier may, upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time. Such notice shall also be provided to the General Chairman of the Organization.

G. Each employee who is entitled to vacation will take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, Carrier will have the right to defer same provided the employee so affected is given as much notice as possible; not less than ten (10) days’ notice will be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days’ notice will be given affected employee.

H. If a Carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee will be paid in lieu of the vacation the allowance hereinafter provided. Such employee will be paid the time and one-half rate for work performed during his vacation period.

I. An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment and an employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment or whichever is greater.
RULE 14
HOLIDAYS

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

- New Year's Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- (the day before Christmas is observed)
- Christmas Day
- New Year's Eve

A. Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

B. For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday. If an employee has been assigned to a gang working a four (4) day work week (ten (10) hours each day) and a paid holiday falls on a work day, the affected employee will receive 10 hours pay for the holiday.

C. Subject to the applicable qualifying requirements in Sections 3 - 8 hereof, other than regularly assigned employees shall be eligible for the paid holiday or pay in lieu thereof provided for in Section 2 above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

D. The provisions of this Section and Section 2 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain Carriers under which other than regularly assigned employees are being granted paid holidays.
NOTE: This Rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

Section 2. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Section 3. Except as provided in the following Sections, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding the day following the holiday they satisfy one or the other of the following conditions:

A. Compensation for service paid by the Carrier is credited; or

B. Such employee is available for service.

NOTE: "Available" as used in this Section is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

Section 4. For purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Section 5. Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this Rule.

Section 6. An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day", as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday* or the "day" after holiday.

Section 7. An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.
Section 8. The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

RULE 15
PERSONAL LEAVE

Section 1. A maximum of two days of personal leave will be provided on the following basis:

A. Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one day of personal leave in subsequent calendar years.

B. Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982, shall be entitled to two days of personal leave in subsequent calendar years.

C. If an employee has been assigned to a position working a four (4) day work week (ten (10) hours each day), the employee will receive 10 hours pay for each day of personal leave.

Section 2. Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year. Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

Section 3. The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the Organization signatory hereto.

RULE 16
JURY DUTY

Section 1. When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost (If an employee has been assigned to a position working a four (4) day work week (ten (10) hours
each day), the employee will receive 10 hours pay for a full day lost due to jury duty) less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

A. An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

B. The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

C. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

D. When an employee is excused from railroad service on account of jury duty the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

E. Except as provided in paragraph F, an employee will not be required to work on his assignment on days on which jury duty:

   i. ends within four hours of the start of his assignment; or
   ii. is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

F. On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 17
BEREAVEMENT LEAVE

Section 1. Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, half-brother, half-sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. If an employee has been assigned to a position working a four (4) day work week (ten (10) hours each day), the employee will receive 10 hours pay for each day lost. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.
A. The following questions and answers provide guidelines for applying this Rule.

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

a. three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;

b. three consecutive calendar days, ending the day of the funeral service; or

c. three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three-calendar days allowance pertain to each separate instance, or do the three calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

EXAMPLE: Employee has a work week of Monday to Friday - off days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: Will a day on which a basic day's pay is allowed account bereavement leave served as a qualifying day for holiday pay purposes?

A-3: No, however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered the qualifying day for holiday purposes.

Q-4: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-4: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 18
WITNESSES

Employees taken away from their regular assigned duties at the request of Connex to attend court or to appear as witnesses for the Carrier will be allowed compensation equal to what
would have been earned on regular work day had such interruption not taken place and will be allowed actual time at pro rata rate with a maximum of eight (8) hours on rest days and holidays so held. Actual necessary expenses will be allowed while away from headquarters. Any fees or mileage accruing to such employees will be assigned to Connex.

**RULE 19**

**DISCIPLINE AND INVESTIGATIONS**

Section 1. General Rules.

A. An employee who has been in service sixty (60) days or more shall not be dismissed or disciplined without a fair and impartial investigation. An employee may be held from service pending such investigation for just and sufficient cause.

B. The investigation shall be held within a reasonable time from the date charged with the offense and within 15 days from the date an employee is withheld from service, unless a postponement is requested and agreed to between the parties. The Company and the Employees shall have reasonable opportunity to secure the presence of representatives and/or necessary witnesses.

C. An employee charged with an offense shall be advised in writing of the specific charge, with a copy to the General Chairman.

D. The employee may waive the investigation in writing and accept the discipline administered, after the employee has been given the opportunity to talk with a representative of his choice.

E. No discipline shall be assessed that involves any matter of which Connex' General Manager had knowledge thirty (30) days or more.

F. If the employee so desires, he may be represented at the investigation by one or more duly-accredited representatives or by an employee of his choice coming within the scope of this agreement (in which case the Organization shall retain the right to attend the investigation).

G. It is recognized that where an employee is dismissed or suspended from service for cause and subsequently it is found that such discipline was unwarranted and the employee is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings.

H. Written notice of decision of the investigation will be given the employee within 15 days following the conclusion of the investigation.
I. When investigations are held the employee and his General Chairman will be furnished a copy of the transcript of the investigation.

J. The right of appeal by the employee or his duly-accredited representative must be made within 30 days in the order of succession from the officer rendering the decision to the next highest officer designated by the Carrier to whom appeals may be made.

Section 2. Rule G Bypass.

A. If any Maintenance of Way employee believes that any other Maintenance of Way employee is in an apparent unsafe condition, such employee may immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent Rule G violation, the employee shall be removed from service.

B. It is understood that when a removal from service shall take place, transportation will be furnished back to on-duty point.

C. Once an employee has been relieved from service under Section 2.A above, such employee must contact the Company's Employee Assistance Program Counselor at Connex within five (5) days of the removal from service. If the employee contacts the Employee Assistance Program Counselor and accepts counseling, he will be paid for the full tour of duty as a result of his removal from service.

D. If the employee does comply with the requirements set forth in Section 2.B, and the Employee Assistance Program Counselor determines that the employee is not in need of Employee Assistance counseling, the employee shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2.B.

E. If the employee does comply with the requirements set forth in Section 2.B., the Employee Assistance Program Counselor determines that the employee is in need of Employee Assistance counseling, and the employee accepts counseling, the employee shall be immediately returned to service, subject to a favorable recommendation from the Employee Assistance Program Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2.B.

F. If the employee does not comply with the requirements set forth in Section 2.B or does not accept counseling as provided in Section 2.E., he must lay off and, if so desired, may request a formal investigation. Such request must be made within five (5) days of the day removed from service. If the employee does not request an investigation and is off for more than 15 days, he must request a leave of absence. One 45-day leave of absence will be granted. At the end of this
period, if the employee still has not contacted an Employee Assistance Program Counselor, the provisions of Rule 19 of this Agreement shall apply.

G. The employee(s) who originated the action as provided in Section 2.A. will not be called as a Company witness(es) if the employee asks for a formal investigation.

H. This Rule shall apply one time only to each employee covered by this Agreement. Thereafter, all regular rules and agreements shall apply.

I. This Rule G Bypass agreement is effective March 12, 2015, and may be terminated by either party upon service of five (5) days written notice upon the other party.

Section 3. Discipline Waiver. The provisions of this discipline rule, pertaining to the assessment of discipline and result of waiving hearing, shall apply to Rule G cases where the Carrier proposes dismissal as the discipline, provided:

A. The employee is eligible to participate in the Rule G. Rehabilitation/Education Program; and

B. The Notice specifying the proposed discipline also notifies the employee of the availability of the Rule G Rehabilitation/Education Program and states that the employee will be allowed to participate in the Program if he or she elects to accept the proposed discipline.

RULE 20
TIME LIMITS FOR PRESENTING
AND PROGRESSING CLAIMS OR GRIEVANCES

Section 1. All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

Section 2. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the
handling of a claim or grievance on the property, extend the 60 day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

**Section 3.** The requirements outlined in Sections 1 and 2, pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

**Section 4.** With respect to all claims or grievances which arose or arise out of occurrences prior to the Effective Date of this Rule, and which have not been filed by that Date, such claims or grievances must be filed in writing within 60 days after the Effective Date of this Rule in the manner provided for in paragraph 1 hereof, and shall be handled in accordance with the requirements of this Rule. With respect to claims or grievances filed prior to the Effective Date of this Rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the Effective Date of this Rule and if not thereafter handled pursuant to Sections 2 and 3 of this Rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the Effective Date of this Rule, a period of 12 months will be allowed after the Effective Date of this Rule for an appeal to be taken to the appropriate board of adjustment as provided in Section 3 hereof before the claim or grievance is barred.

**Section 5.** A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this Rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases the original notice of request for reinstatement with pay for time lost shall be sufficient.

**Section 6.** This Rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

**Section 7.** A claim or grievance denied in accordance with Section 2 will be considered closed unless within nine (9) months from the date of the decision of the carrier's Highest Designated Labor Relations Officer proceedings are instituted before the National Railroad Adjustment Board or such other Board as may be legally substituted therefor under the Railway Labor Act.

**Section 8.** This rule shall not apply to requests for leniency.
Section 9. **Duly Accredited Representative.** When the term 'duly accredited representative' appears in this Agreement, it shall be understood to mean the regularly constituted committee and/or the officers of the Organization of which such committee or officer is a part.

**RULE 21**

**LIFE AND DISABILITY PLANS**

Covered employees shall be eligible to participate in the Life and Disability Plans provided by Carrier and set forth in Exhibit 2 to this Agreement.

**RULE 22**

**HEALTH AND WELFARE PLANS**

The health and welfare plans set forth in Section 11 of the Implementing Agreement and Attachments B – D of the Implementing Agreement (Exhibit 1) are specifically adopted and incorporated into this Agreement and shall govern the provision and cost of such plans as applicable to the employees covered by this Agreement.

**RULE 23**

**COST FREE UNION DUES DEDUCTION AGREEMENT**

Section 1. Within 60 days following request by the Organization, each railroad party to this Agreement and the Organization signatory to this Agreement will reach an understanding or agreement to modify their union dues deduction agreement (or, if there is no dues deduction agreement, the parties on the individual railroads will negotiate a union dues deduction agreement), effective with the first calendar quarter following 60 days after the date of such agreement (unless otherwise agreed to), which will conform to the following guidelines:

A. Deductions will be made monthly and will be limited to union dues, initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership.

B. No costs will be charged against the Organization or the affected employees in connection with the dues deduction agreement.

C. Appropriate written assignment form executed by the individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be re-executed and may be continued in effect subject to their terms and conditions.

D. The dues deduction amounts may not be changed more often than once every three months.
E. The parties to the dues deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.

F. The dues deduction agreement will include appropriate priorities of deductions in cases where the individual's pay check is insufficient to permit deduction of the full amounts specified on the deduction lists. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:

   Federal, State, and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; and amounts due the Carrier by the individual.

G. In the event there are insufficient earnings to permit the full amount of the union dues deduction, no deduction will be made.

H. The Carrier will furnish uniform alphabetical deduction lists (in triplicate) for each local lodge each quarter. Such lists will include the employee's name, social security number or pay roll identification number and the amount of union dues deducted from the pay of each employee.

I. This provision shall apply to employees not previously covered by the Implementing Agreement effective as of the first payroll date after October 15, 2015.

**RULE 24**

**SUPPLIES**

**Section 1.** The Carrier will furnish the employees such general tools as are necessary to perform their work, except such tools as are generally furnished by skilled workmen.

**Section 2.** Reasonable amount of ice will be supplied for drinking water for employees when conditions are such as to warrant its use.

**Section 3.** The provision of equipment for employees will be covered as part of the Company’s Safety Program.

**RULE 25**

**LEAVE OF ABSENCE**

**Section 1.** Employees shall not, except in case of emergency, absent themselves from their duties without permission from some authorized supervisor or official. If absent in emergency the employee will report to his supervisor as quickly as possible the reason for such absence.
Employees, absent more than thirty (30) days without proper leave, name shall be removed from seniority roster.

Section 2. When the requirements of the service will permit, an employee, upon request, may be granted leave of absence for periods not to exceed ninety (90) days at the discretion of the Management. Leaves of absence for periods of ten (10) days or less may be granted to employees by their Foreman or Roadmaster, when this can be done and the service can be adequately protected without additional expense to the Carrier, and need not be in writing. Leaves of absence for periods in excess of ten (10) days, but not to exceed ninety (90) days, may be granted by the Management and shall be in writing and appropriate record maintained and copy of such written leave of absence will be furnished the employee granted the leave and the Local Chairman.

Section 3. Leaves of absence in excess of ninety (90) days shall not be granted unless by agreement between the Management and the Representative (Local, General, or Assistant General Chairman) of the employee.

Section 4. An employee absent on leave who engages in other employment will lose his seniority unless such arrangements have been made therefor between the Management and the Representatives of the employee.

Section 5. Employees who fail to return to service on or before the expiration of their leave of absence will lose their seniority rights unless an extension has been obtained, except in case of unavoidable delay, the leave will be extended to include such delay. In case of unavoidable delay, employee must notify his officer before the expiration of the leave, setting out details of delay and probable time of arrival.

Section 6. Employees promoted to official positions of the Association or member roads thereof, or the Brotherhood, will retain and continue to accumulate seniority on their original seniority district and their names will appear on the appropriate seniority roster. If such employees return to service under this agreement, they may displace any junior employee in the class of service in which he holds seniority, provided such rights are asserted within thirty (30) days after leaving such official position. Subject to the provisions of Rule 2, Section 4 of this Agreement.

Section 7. Employees serving on committees of the Organization, on sufficient notice, shall be granted sufficient leave of absence.

RULE 26
UNION SHOP

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this Carrier now or hereafter subject to the Agreement between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment with the Carrier, become members of the Organization party to this Agreement within sixty calendar days.
of the date they first perform compensated service as such employees after the Effective Date of this Agreement, and thereafter shall maintain membership in such Organization while so employed with the Carrier; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Rule shall alter, enlarge, or otherwise change the coverage of the present or future rules and working conditions set forth in this Agreement.

Section 2. This Agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of this Agreement, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this Agreement. However, such excepted employees are free to be members of the Organization at their option.

Section 3.

(a) Employees who retain seniority under this Agreement and who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Rule so long as they remain furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by this Agreement and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment, be required to become and remain members of the Organization within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to service in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated, or be considered as new employees for the purposes of applying this Agreement.

(c) Employees who retain seniority under this Agreement and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service, or leave such service, will not be required to maintain membership as provided in Section 1 of this Rule, but they may do so at their option. Should such employees return to any service covered by this Agreement, they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the Organization.

Section 4. Nothing in this Agreement shall require an employee to become or to remain a member of the Organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessment (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees, and assessments shall be deemed to be uniformly required if they are required of all employees in the same status at the same time in the same organizational unit.
Section 5.

(a) Each employee covered by the provisions of this Rule shall be considered by a Carrier to have met its applicable requirements unless and until the Carrier is advised to the contrary in writing from the Organization by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Rule and who the Organization therefor claims is not entitled to continue in employment subject to this Agreement. The form of notice to be used shall be agreed upon by the Carrier and the Organizations involved and the form, which shall be incorporated by separate Side Letter, shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Rule, shall within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered. In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the terms of this Agreement not later than thirty calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis on the evidence produced at the hearing whether or not the employee has complied with the terms of this Rule and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Rule, his seniority and employment under this Agreement shall be terminated within twenty calendar days of the date of said decision except as herein-after provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee
and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Rule, his seniority and employment under this Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(e) below. Any request for selection of a neutral shall stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) Within ten calendar days after the date of a request for selection of a neutral person to decide the dispute, the highest officer of the Carrier designated to handle appeals under this Agreement, and the Chief Executive of the Organization shall appoint the neutral person to decide the dispute. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization, and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary, and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary, and expenses shall be borne in equal shares by the Carrier, the Organization, and the employee.

(d) The time periods specified in this Section may be extended in individual cases by written agreement between the Carrier and the Organization.

(e) Provisions of investigation and discipline rules contained in this Agreement will not apply to cases arising under this Rule.

(f) The General Chairman of the Organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Rule. The Carrier shall notify the General Chairman of the Organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Rule.

(g) In computing the time periods specified in this Rule, the date on which notice is received or decision rendered shall not be counted.

Section 6. Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this Section 6 for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of
receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section 6 shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining Rules this Agreement but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the Organization involved.

Section 7. An employee whose seniority and employment under this Agreement is terminated pursuant to the provisions of this Rule or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this Rule is that an employee's seniority and employment shall be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this Rule shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Rule or upon an alleged violation, misapplication or noncompliance with any provision of this Agreement. If the final determination under Section 5 of this Rule is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this Rule.

Section 8. In the event that seniority and employment under this Agreement is terminated by the carrier under the provisions of this Rule, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this Section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Rule.

Section 9. An employee whose employment is terminated as a result of noncompliance with the provisions of this Rule shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10. The Carrier to this Agreement shall periodically deduct from the wages of employees subject to this Agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such Organization, and shall pay the amount so deducted to such officer of the Organization as the Organization shall designate; Provided, however, that the requirements of this subsection (a)
shall not be effective with respect to any individual employee until he shall have furnished the
Carrier with a written assignment to the Organization of such membership dues, initiation fees,
and assessments, which assignment shall be revocable in writing after the expiration of one year
or upon the termination of this Agreement, whichever occurs sooner.

RULE 27
TRAINING

Section 1. When the Company determines a need for additional qualified candidates for
specific positions and or additional employees possessing specific qualifications, such as, but
not limited to, CDL, Tamper Training, Off Road Heavy Equipment Operations, Safety
Training Programs, Boom Training or confined space training, etc., it may establish a training
program, which training positions will be bulletined and assigned to active and furloughed
employees in accordance with Rules 4 and 5.

Section 2. Successful applicants will be released from their regularly assigned position to
attend the training session. Vacancies created by the application of this Rule may be filled at
the discretion of the Company to qualified senior Employees including furloughed Employees,
or if no current or furloughed Employees are available, the Company may advertise for the
vacated position from external sources, provided that any successful candidate shall be a
member of the Organization and subject to the Rules of this Agreement.

Section 3. Employees assigned to training will assume the schedule of the training program or
session established by the Company. While participating in the training program or session,
Employees assigned to such training will be paid at the rate of their regularly assigned position.
A furloughed employee who is assigned training under this Rule will receive the rate of pay of
their last held position. All training is to be paid at the straight-time rate of the Employee’s
regularly assigned position.

Section 4. When the location of the training is located more than 50 miles from the Employee’s
residence, the Employee will be reimbursed for reasonable actual and necessary travel and
living expenses.

Section 5. For a period of one (1) year, effective from the date of completion of training,
Employees who successfully complete training will be automatically placed as bidders for
future openings of a specific position or positions for which the training is applicable.

Section 6. Employees will be given a reasonable opportunity to complete training but the final
determination of whether an Employee has completed, or can complete, training successfully
shall be determined by the Company in its sole discretion. If the Company determines that an
Employee cannot successfully complete training, the Company may terminate such training
session or program, such determination to be made based on the interests of providing safe and
efficient maintenance services to the SFRTA. If such training is terminated by the Company,
the Company may invite the next most senior Employee that bid on the training session or program to participate in such training.

Section 7. If no Employee bids to participate in the advertised training program or session, or if no Employee successfully completes a training program or session, the Company may advertise for the position for which training has been offered from external sources, provided that any successful candidate shall be a member of the Organization and subject to the Rules of this Agreement.

RULE 28
PRINTING SCHEDULE

This Agreement shall be reproduced by the Carrier and any employee affected thereby will be furnished a copy on request.

RULE 29
TERM AND EFFECT OF AGREEMENT

Section 1. This Agreement shall be effective as of the “Effective Date” and shall remain in effect until or unless changed under the provisions of the Railway Labor Act, as amended.

Section 2. No party to this Agreement will serve any notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of the collective bargaining agreement prior to January 1, 2022 to be effective no earlier than January 1, 2023.

Section 3. This Agreement will not bar the parties from agreeing upon any subject of mutual interest.

Signed this 13th day of April, 2016.

For the Brotherhood of Maintenance of Way Employees Division/IBT

Dennis Albers
General Chairman

R. D. Sanchez
Vice President

Connex Railroad LLC

Kenneth P. Westbrook
President
Exhibit 1 – Implementing Agreement
Exhibit 2 – Life and Disability Plans
AGREEMENT BETWEEN THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION/IBT AND CONNEX RAILROAD LLC

WHEREAS, Veolia Transportation Maintenance and Infrastructure, Inc. ("VTMI") has entered into an agreement (the "Project Contract") with the South Florida Regional Transportation Authority ("SFRTA") for the performance of maintenance of way work on the rail line between M.P. SX-966.3 (Mangonia Park) and M.P. SX-1037.5 (Miami Airport); (Downtown Spur) M.P. SXD 37.6 to M.P SXD 39.7; and M.P. SXH 36.7 (Miami Canal) to M.P. SXH 41.1 (FEC Connection) ("Line") operated by SFRTA;

WHEREAS, pursuant to a subcontract with VTMI, Connex Railroad LLC ("Connex") will perform the maintenance of way work on the Line beginning on March 30, 2015 ("Commencement Date");

WHEREAS, the Brotherhood of Brotherhood of Maintenance of Way Employees Division/IBT ("BMWED") represents the craft or class of Maintenance of Way Employees employed by CSX Transportation, Inc. ("CSXT"), which is responsible for the performance of maintenance of way work on the Line prior to March 30, 2015;

WHEREAS, Connex wishes to hire the Maintenance of Way Employees currently employed by CSXT and other qualified Maintenance of Way Employees all of who will be represented by BMWED;

THEREFORE the parties enter into this Agreement ("Agreement");

1. Recognition of BMWED. Connex hereby recognizes the BMWED as the collective bargaining representative under the Railway Labor Act of Connex’s employees in the Maintenance of Way Employee craft/class who perform maintenance of track and bridge work on the Line; including employees who perform such maintenance work described in the scope and seniority rules of the June 1, 1999 collective bargaining agreement between BMWED and CSXT.

2. Collective Bargaining Agreement. Except as specifically provided in this Agreement, the BMWED-CSX Agreement of June 1, 1999, as amended, a copy of which is attached hereto as Attachment A, will become an agreement between Connex and BMWED ("CBA"); will govern work performed by Connex employees in the Maintenance of Way Employee craft/class, and will remain in effect until the parties negotiate modifications to the agreement in accordance with Section 6 of the Railway Labor Act. Within 30 days of the date of this Agreement, BMWED and Connex will meet to identify provisions of the June 1, 1999 Agreement that are inapplicable to Connex’s performance of Maintenance of Way work on the Line, and accordingly such provisions shall not be included in the CBA.

3. Hiring. Connex will hire CSXT Maintenance of Way Employees who have seniority on the Line and other BMWED represented Maintenance of Way Employees currently working
on other railroads (collectively, “Current BMWED Represented Employees”) and preference will be given to all such Current BMWED Represented Employees who currently hold positions working on the Line and at other Railroads. Those Current BMWED Represented Employees will be offered jobs in accordance with their standing on the applicable seniority rosters. However, all offers of employment are subject to the provisions of paragraph 4 below.

4. Offers of Employment and Contingencies. Offers of employment will be contingent on successful completion of drug and alcohol testing for employees. 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 testing facility selected by Connex which will use another 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, at Connex’ option, not be accepted for employment with Connex. The employee may, at no cost to Connex, seek self-recovery and/or provide a satisfactory test result within 45 days from the date of deferral. Upon such timely presentation, the employee will then be eligible for employment in accordance with paragraph 3. Connex and BMWED may jointly waive the time limit for submitting executed authorizations for good cause. Offers of employment are also contingent on employees consenting to a criminal background check by Connex. Connex may decline to hire an employee with a criminal conviction revealed by such background check.

5. Qualifications. Current BMWED Represented Employees hired by Connex shall not be subject to any physical examination or probationary period and shall be presumed to be physically and technically qualified to perform the work they performed for CSXT; they will not be required to submit to any technical or physical examination to demonstrate qualification to perform the work of the position they held with CSXT prior to their employment with Connex. Employees who hold FRA certifications will not have to requalify for certification until their current certifications are due for renewal. All employees shall participate, as required by Connex, in additional training to be provided at Connex’ cost and compensated in accordance with the terms of the CBA as modified by this Agreement in order to continue to perform the maintenance of way work that Connex is required to perform pursuant to its Subcontract.

6. Seniority. All Current BMWED Represented Employees who accept employment with Connex will become employees of Connex on the Commencement Date. Upon employment by Connex, all Current BMWED Represented Employees, including those employees of CSXT immediately prior to Commencement Date shall be assigned the same seniority date as he/she had as an employee of CSXT or he/she had from another BMWED represented railroad who gets hired, and that seniority date shall be used for all Connex seniority purposes, including job assignments and qualification for benefits. Seniority dates for new hires that are not Current BMWED Represented Employees shall be governed by the CBA.

7. Waivers. Any employee with a previous drug and alcohol violation that resulted in a waiver agreement and a probationary period still in effect on the Commencement Date will be considered still bound by the terms of such arrangement while employed by Connex. 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 waiver
agreement. Upon completing the probationary requirement, the provisions of the waiver agreement or Rule G Bypass will apply.

8. **Accrued leave.** Paid vacation in 2015 will be based on CSX or other railroads service in 2014, and will be paid by CSX or other railroads. Paid leave in future calendar years beginning 2016, will be paid by Connex based on accumulated qualifying years from both CSXT (or other Railroads) and Connex. During 2015, employees that have been paid vacation by CSXT or other railroads may take up to 2 weeks of additional unpaid vacation subject to approval of Connex concerning work scheduling requirements and subject to applicable seniority rules.

9. **Cooperation.** The parties agree to cooperate and use their best efforts to conduct informational meetings with Employees, establish mailing lists for Connex to communicate with employees, to support the effectuation of this Agreement and to promote a seamless transition of employees from CSXT to Connex employment on the Commencement Date.

10. **Compensation.** The initial rates of pay for employees hired to work on the Line will be the current applicable CSX rate. Employees assigned to positions with starting times outside of 6:00 AM to 8:00 AM will be paid an additional $1.00 per hour ("Night Differential"). The Night Differential will be added to the regular hourly rate for purposes of computing overtime, but will not be added to the regular hourly rate when computing general wage increases. The Night Differential will increase by 5 cents per hour effective March 30, 2016 and will increase by 5 cents per hour each anniversary thereafter.

Rates of pay will be subject to the following general wage increases:

- January 1, 2016: 2.5%
- January 1, 2017: 2.5%
- January 1, 2018: 2.5%
- January 1, 2019: 2.5%
- January 1, 2020: 2.5%
- January 1, 2021: 2.5%
- January 1, 2022: 2.5%

11. **Health Plan.** Connex will provide employees with health insurance substantially comparable to that provided under The Railroad Employees’ National Health & Welfare Plan ("GA-23000"); provided that the Health Plan options, and the Dental and Vision Plans set out in Attachments B and C to this Agreement are accepted as comparable during the term of this Agreement. Employees will also be presented with an option to “opt-out” of participating in any Health Care Plan in consideration of a monthly payment of $400; provided that the employee opting out provides written documentation of proof of health insurance coverage. Employees will be eligible during an annual “Open Enrollment” period to participate in available Health, Dental and Vision Plans or to opt out. Employee contribution amounts for the Health, Dental and Vision Plans for 2015 are set forth in Attachment D. Employee contribution amounts for subsequent years shall be subject to adjustment based on changes in the total cost of an applicable plan but in no event will an Employee’s contribution amount for 2016 exceed 12.5 percent of the total cost of the plan selected (depending on the level of coverage selected); and in
no event will an Employee’s contribution amount for 2017 – 2022 exceed either 15% of the total cost of the plan selected (depending on the level of coverage selected) or an applicable percentage cap set forth under GA-23000 (or a successor national plan), whichever is greater.

12. Interpretation, Application and Dispute Resolution. This Agreement is being entered into pursuant to the requirements of the Railway Labor Act. 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 of its presentation in writing to the other party may be submitted by either party for final and binding resolution before a Special Board of Adjustment (“party-pay board”) established pursuant to Section 3 Second of the Railway Labor Act.

13. Status Quo and Moratorium Period. There shall be no change in the rates of pay, rules or working conditions of the employees covered by this Agreement, including no increase in employee cost-sharing for health and welfare benefits and no changes in work rules, except in accordance with the procedures of the Railway Labor Act. The parties shall be free to serve notices under Section 6 of the Railway Labor Act at any time after March 30, 2022 and the parties will commence negotiations within thirty (30) days of service of the Section 6 notice provided however, nothing in this Agreement bars the parties from changing the rates of pay, rules or working conditions of the Employees by mutual agreement.

14. Special Provision for Health Insurance. Notwithstanding the provisions of Paragraphs 11 and 13, above, in the event that any of the Health Plans offered by Connex as provided in Paragraph 11, above, triggers an excise tax under the Affordable Care Act (the so-called “Cadillac Tax”), Connex may serve written notice to reopen this Agreement with respect to health plan benefits, and the parties will negotiate over that notice and any corresponding counter-proposals of BMWED. In addition, in the event that Connex chooses to eliminate Health Plan BC/BCS of IL EPO-2, BMWED may serve written notice to reopen this Agreement with respect to health plan benefits and the parties will negotiate over that notice and any corresponding counter-proposals of Connex.

15. Flow Back Notice Requirements. Any former CSXT employees that are hired by Connex for a track maintenance of way position subject to the terms of this Agreement that exercises his/her right to “flow-back” to service with CSXT or other railroads, shall provide Connex with at least 120 calendar days written notice.

16. Right to Subcontract. The BMWED recognizes VTMI’s and Connex’ obligations to SFRTA under the Project Contract and the Subcontract to maintain the Line to certain standards of reliability. Connex anticipates that it will require approximately 26 maintenance of way employees to satisfy its obligations with respect to the reliability of the Line. In the event, at any time after the Commencement Date, that there are an insufficient number of maintenance of way employees who apply for employment with Connex on the project in order to meet Connex’ staffing requirements, Connex shall have the right to subcontract maintenance work which would generally be performed by employees represented by the BMWED pursuant to the terms of this Agreement, provided that Connex continues to actively hire and train applicants for positions as track and bridge maintainers; provided further that, any such subcontract shall terminate the
earlier of either six months from the date that the number of maintenance of way employees falls below 26 or the date that 26 maintenance of way employees have been hired and trained for qualified maintenance of way positions; provided that in all cases, Connex shall not furlough any BMWED represented Maintenance of Way Employees and then subcontract work performed by such employees.

17. Authority. The signatories represent and warrant that they are duly authorized to enter into this Agreement, and that upon such execution and any necessary ratification, this Agreement is a valid and binding obligation of the party on whose behalf it is executed.

18. Effective Date. This Agreement shall be effective upon execution by both parties (and ratification to the extent required) and shall remain in effect thereafter unless or until changed pursuant to the terms of the Railway Labor Act; provided that this Agreement shall terminate in the event that the Project Contract is terminated for any reason by SRRTA or VTMI.

Signed this 3rd day of March, 2015.

For the BMWED:

Dennis R. Albers
Dennis Albers
General Chairman

R. D. Sanchez
Vice President

For CONNEX:

Kenneth L. Johnson, Jr.
Kenneth L. Johnson, Jr.
General Manager
<table>
<thead>
<tr>
<th>How does this plan work?</th>
<th>National BCBS IL HDHP Union</th>
<th>National BCBS IL HCA</th>
</tr>
</thead>
<tbody>
<tr>
<td>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. Transdev pays for the first portion of your covered deductible/out-of-pocket costs ($650 if you have single coverage and $1,300 if you are covering dependents).</td>
<td>The deductible applies and has to be paid first before the plan will pay. Certain services only require a copay rather than the deductible. Once the deductible is met, the plan pays a percentage of the cost of covered services. Most out-of-network services are not covered.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>In-Network/Out-of-Network</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>In-Network</th>
<th>Out-of-Network</th>
<th>In-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lifetime Maximum</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Account Funding:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td></td>
<td></td>
<td></td>
<td>$650</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$1,300</td>
<td></td>
<td>$1,300</td>
<td></td>
<td>$1,300</td>
</tr>
<tr>
<td>Deductible:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Individual</td>
<td>$2,000</td>
<td>$5,000</td>
<td>$1,000</td>
<td>$3,000</td>
<td>$400</td>
</tr>
<tr>
<td>Family</td>
<td>$4,000</td>
<td>$12,000</td>
<td>$2,000</td>
<td>$6,000</td>
<td>$800</td>
</tr>
<tr>
<td>Out-Of-Pocket Maximum:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Includes deductible</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$6,300</td>
<td>$15,000</td>
<td>$3,000</td>
<td>$9,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Family</td>
<td>$12,700</td>
<td>$34,000</td>
<td>$6,000</td>
<td>$18,000</td>
<td>$5,200</td>
</tr>
<tr>
<td>Office Visit:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>*Copays/Co-Insurance</td>
<td></td>
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</tr>
<tr>
<td>Included in the out-of-pocket maximum for BCBS of IL, Health Plan NV and Kaiser plans</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
</tr>
<tr>
<td>Primary Care Physician- $25 Copay; Specialist- $40 Copay</td>
<td></td>
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</tr>
<tr>
<td>Preventive Care</td>
<td>100% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 60% Coverage</td>
</tr>
<tr>
<td>Inpatient Hospital (Facility Fee)</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
</tr>
<tr>
<td>Outpatient Hospital (Facility Fee)</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
</tr>
<tr>
<td>Emergency Room</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
</tr>
<tr>
<td>Emergency Medical Transportation</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 80% Coverage</td>
</tr>
<tr>
<td>Service</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>$45 Copay</td>
</tr>
<tr>
<td>----------------------------------------------</td>
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</tr>
<tr>
<td><strong>Urgent Care</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Diagnostic Test (x-ray, blood work)</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>100% Coverage if provided in physician's office. If provided by an independent lab, Deductible then 80% Coverage.</td>
</tr>
<tr>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
</tr>
<tr>
<td><strong>Rehabilitation and Habilitation Services</strong></td>
<td>Deductible then 80% Coverage - Physical Therapy 55 visits, Occupational Therapy 35 visits, and Speech Therapy 24 visits per benefit period.</td>
<td>Deductible then 60% Coverage - Physical Therapy 55 visits, Occupational Therapy 35 visits, and Speech Therapy 24 visits per benefit period.</td>
<td>Deductible then 60% Coverage - Physical Therapy 55 visits/year, Occupational Therapy 35 visits/year, and Speech Therapy 24 visits/year.</td>
<td>Deductible then 60% Coverage - Physical Therapy 55 visits/year, Occupational Therapy 35 visits/year, and Speech Therapy 24 visits/year.</td>
<td>Deductible then 80% Coverage - Physical Therapy 55 visits, Occupational Therapy 35 visits, and Speech Therapy 24 visits per benefit period.</td>
</tr>
<tr>
<td>Chiropractic Care/Acupuncture Services*</td>
<td>Deductible then 80% Coverage, $1,500 maximum for muscle manipulation and acupuncture services rendered by Chiropractor</td>
<td>Deductible then 60% Coverage, $1,500 maximum for muscle manipulation and acupuncture services rendered by Chiropractor</td>
<td>Deductible then 80% Coverage, $1,500 maximum for muscle manipulation and acupuncture services rendered by Chiropractor</td>
<td>Deductible then 60% Coverage, $1,500 maximum for muscle manipulation and acupuncture services rendered by Chiropractor</td>
<td>$25 Copay, $1,500 maximum for muscle manipulation and acupuncture services rendered by Chiropractor.</td>
</tr>
<tr>
<td><strong>Maternity-Prenatal and Postnatal Services</strong></td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>$25 Copay (Copay applies to first prenatal visit per pregnancy). Delivery and all inpatient services- Deductible then 80% Coverage. Preauthorization required.</td>
</tr>
<tr>
<td>Infertility</td>
<td>Covered only with a diagnosis of infertility</td>
<td>Covered only with a diagnosis of infertility</td>
<td>Covered only with a diagnosis of infertility</td>
<td>Covered only with a diagnosis of infertility</td>
<td>Covered only for diagnostic services.</td>
</tr>
<tr>
<td><strong>Most other services</strong></td>
<td>Deductible then 80% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 60% Coverage</td>
<td>Deductible then 80% Coverage</td>
</tr>
<tr>
<td><strong>Prescription Drug:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Pharmacy Copays/Coinsurance included in the out-of-pocket maximums for the BCBS of IL Plans</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Generic= $10 Copay; Preferred Brand= 20% Coinsurance ($25 minimum/$75 maximum); Non Preferred Brand= 40% Coinsurance ($35 minimum/$100 maximum)</td>
<td>Generic= $10 Copay plus 25% Coinsurance; Preferred Brand= 20% Coinsurance; Non Preferred Brand= 40% Coinsurance plus 25% Coinsurance</td>
<td>Generic= $10 Copay plus 25% Coinsurance; Preferred Brand= 20% Coinsurance plus 25% Coinsurance</td>
<td>Generic= $10 Copay plus 25% Coinsurance; Preferred Brand= 20% Coinsurance; Non Preferred Brand= 40% Coinsurance plus 25% Coinsurance</td>
<td>Generic= $10 Copay plus 25% Coinsurance; Preferred Brand= 20% Coinsurance plus 25% Coinsurance; Non Preferred Brand= 40% Coinsurance</td>
<td>Generic= $10 Copay; Preferred Brand= 20% Coinsurance ($25 minimum/$75 maximum); Non Preferred Brand= 40% Coinsurance ($35 minimum/$100 maximum)</td>
</tr>
<tr>
<td>Mail Order</td>
<td>Specialty Drugs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>----------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Mall Order</strong></td>
<td><strong>Specialty Drugs</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Generic</strong>: $25 Copay; Preferred Brand: 20% Coinsurance ($50 minimum/$150 maximum); Non Preferred Brand: 40% Coinsurance ($70 minimum/$200 maximum)</td>
<td><strong>Generic</strong>: $25 Copay; Preferred Brand: 20% Coinsurance ($50 minimum/$150 maximum); Non Preferred Brand: 40% Coinsurance ($70 minimum/$200 maximum)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Prime for details</strong></td>
<td><strong>Contact Prime for details</strong></td>
<td><strong>Not Covered</strong></td>
<td><strong>$100 Copay. Prior authorization may be required.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>$100 Copay. Prior authorization may be required.</strong></td>
<td><strong>$100 Copay, plus 25% Coinsurance. Prior authorization may be required.</strong></td>
<td><strong>$100 Copay. Prior authorization may be required.</strong></td>
<td><strong>$100 Copay. Prior authorization may be required.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delta Dental PPO Dentist</td>
<td>Delta Dental Premier Dentist</td>
<td>Non-Delta Dentist PPO/Premier Dentist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------------</td>
<td>-----------------------------</td>
<td>---------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Annual Deductible</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single</td>
<td>$50 (combined)</td>
<td>$50 (combined)</td>
<td>$50 (combined)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$150 (combined)</td>
<td>$150 (combined)</td>
<td>$150 (combined)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Preventive &amp; Diagnostic Services</strong></td>
<td>Plan Pays 100% (no deductible applies)</td>
<td>Plan Pays 100% (no deductible applies)</td>
<td>Plan Pays 100% of Approved Fee; you pay the difference between the dentist's actual charge and the approved fee (no deductible applies)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After Deductible, Basic Dental Services; you pay 20%</td>
<td>After Deductible, Plan Pays 80% of Approved Fee; you pay 20%</td>
<td>After Deductible, Plan Pays 80% of Approved Fee; you pay 20%</td>
<td>After Deductible, Plan Pays 80% of Approved Fee; you pay 20% plus the difference between the dentist's actual charge and approved fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After Deductible, Major Dental Services; you pay 50%</td>
<td>After Deductible, Plan Pays 50% of Approved Fee; you pay 50%</td>
<td>After Deductible, Plan Pays 50% of Approved Fee; you pay 50%</td>
<td>After Deductible, Plan Pays 50% of Approved Fee; you pay 50% plus the difference between the dentist's actual charge and approved fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Children Under 19 Orthodontia; you pay 60%</td>
<td>For Children Under 19 Plan Pays 50% of Approved Fee; you pay 60%</td>
<td>For Children Under 19 Plan Pays 50% of Approved Fee; you pay 60%</td>
<td>For Children Under 19 Plan Pays 50% of Approved Fee; you pay 50% plus the difference between the dentist's actual charge and approved fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Benefit Maximums**

<table>
<thead>
<tr>
<th></th>
<th>Delta Dental PPO Dentist</th>
<th>Delta Dental Premier Dentist</th>
<th>Non-Delta Dentist PPO/Premier Dentist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Maximum Benefit (except orthodontia)</td>
<td>$1,500 per person (combined)</td>
<td>$1,500 per person (combined)</td>
<td>$1,500 per person (combined)</td>
</tr>
<tr>
<td>Orthodontia Lifetime Benefit (submitted fee)</td>
<td>$1,250 per person (combined)</td>
<td>$1,250 per person (combined)</td>
<td>$1,250 per person (combined)</td>
</tr>
<tr>
<td>Service Description</td>
<td>Network Provider</td>
<td>Non-VSP Provider (Reimbursements)</td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>------------------</td>
<td>----------------------------------</td>
<td></td>
</tr>
<tr>
<td>Eye Exam</td>
<td>After $10 Copay</td>
<td>Plan Pays 100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $45</td>
<td></td>
</tr>
<tr>
<td>Lenses - For a complete set of lenses; one set every 12 months</td>
<td>After $25 Copay</td>
<td>Plan Pays 100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $41</td>
<td></td>
</tr>
<tr>
<td>Single Vision</td>
<td>After $25 Copay</td>
<td>Plan Pays 100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $62</td>
<td></td>
</tr>
<tr>
<td>Bifocal</td>
<td>After $25 Copay</td>
<td>Plan Pays 100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $80</td>
<td></td>
</tr>
<tr>
<td>Trifocal</td>
<td>After $25 Copay</td>
<td>Plan Pays 100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $80</td>
<td></td>
</tr>
<tr>
<td>Lenticular</td>
<td>After $25 Copay</td>
<td>Plan Pays 100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $125</td>
<td></td>
</tr>
<tr>
<td>Progressive</td>
<td>After $25 Copay</td>
<td>Plan Pays 100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $80</td>
<td></td>
</tr>
<tr>
<td>Frames - For one pair every 24 mo; children may receive frames once every 12 mo</td>
<td>After $25 Copay</td>
<td>Plan Pays up to $120 (plus 20% off any out-of-pocket costs)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $47</td>
<td></td>
</tr>
<tr>
<td>Elective Contact Lenses - For professional fees and materials; available once every 12 mo</td>
<td>Plan Pays up to $120</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $105</td>
<td></td>
</tr>
<tr>
<td>Visually Necessary Contact Lenses - For professional fees and materials; available once every 12 mo</td>
<td>After $25 Copay</td>
<td>Plan Pays 100%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $210</td>
<td></td>
</tr>
<tr>
<td>Low Vision - Professional services for severe visual problems not correctable with regular lenses, including:</td>
<td>Plan Pays 100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Up to $125</td>
<td></td>
</tr>
<tr>
<td>Supplemental Testing</td>
<td>Plan Pays 75% of Approved Amount (up to $1,000)</td>
<td>Plan Pays 75% of Approved Amount (up to $1,000)</td>
<td></td>
</tr>
</tbody>
</table>
# Attachment D -- Connex/BMWED CBA - Rei-Rail MOW

## 2015 Health Benefits

### Bi-Weekly/Monthly Employee Contributions

**Dated: March, 2015**

---

### Medical

<table>
<thead>
<tr>
<th>BCBS of IL HDHP</th>
<th>Employee Bi-Weekly Contribution</th>
<th>Employee Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$8.30</td>
<td>$17.99</td>
</tr>
<tr>
<td>Employee + Sp</td>
<td>$45.67</td>
<td>$98.94</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$30.47</td>
<td>$66.02</td>
</tr>
<tr>
<td>Family</td>
<td>$67.71</td>
<td>$148.70</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BCBS of IL HCA</th>
<th>Employee Bi-Weekly Contribution</th>
<th>Employee Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$27.61</td>
<td>$59.82</td>
</tr>
<tr>
<td>Employee + Sp</td>
<td>$55.22</td>
<td>$119.64</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$50.66</td>
<td>$109.77</td>
</tr>
<tr>
<td>Family</td>
<td>$81.87</td>
<td>$177.39</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BCBS of IL EP02</th>
<th>Employee Bi-Weekly Contribution</th>
<th>Employee Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$31.61</td>
<td>$68.50</td>
</tr>
<tr>
<td>Employee + Sp</td>
<td>$55.25</td>
<td>$141.38</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$59.67</td>
<td>$129.72</td>
</tr>
<tr>
<td>Family</td>
<td>$84.37</td>
<td>$182.80</td>
</tr>
</tbody>
</table>

### Dental

<table>
<thead>
<tr>
<th>Delta Dental PPO</th>
<th>Employee Bi-Weekly Contribution</th>
<th>Employee Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$4.09</td>
<td>$8.86</td>
</tr>
<tr>
<td>Employee + Sp</td>
<td>$9.04</td>
<td>$19.68</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$7.29</td>
<td>$15.79</td>
</tr>
<tr>
<td>Family</td>
<td>$12.37</td>
<td>$26.81</td>
</tr>
</tbody>
</table>

### Vision

<table>
<thead>
<tr>
<th>VSP Vision</th>
<th>Employee Bi-Weekly Contribution</th>
<th>Employee Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employee + Sp</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Family</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
## Long Term Disability Benefit

<table>
<thead>
<tr>
<th>Class</th>
<th>Benefit Level</th>
<th>Elimination Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union</td>
<td>60% of covered monthly earnings; Maximum monthly benefit of $5,000; Minimum monthly benefit of $100.</td>
<td>The greater of the STD maximum benefit duration or 84 Consecutive Days of Total Disability</td>
</tr>
<tr>
<td></td>
<td>$1.34 per $100 Employee Paid</td>
<td></td>
</tr>
</tbody>
</table>

### Basic Life with Companion AD&D Benefit

<table>
<thead>
<tr>
<th>Class</th>
<th>Benefit</th>
<th>Basic Max Benefit</th>
<th>Age Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 8</td>
<td>Basic $20,000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Age When Disability Begins</td>
<td>Duration of Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>62 or Under</td>
<td>65th bday or Date 42nd mo benefit payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Date 36th Mo benefit payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Date 30th Mo benefit payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>Date 24th Mo benefit payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Date 21st Mo benefit payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Date 18th Mo benefit payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Date 15th Mo benefit payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>69 or older</td>
<td>Date 12th Mo benefit payable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Conversion Rights Available for Life Only