

**AGREEMENT
BY AND BETWEEN
TRANSITAMERICA SERVICES, INC.
AND**

THE BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION

The parties hereby agree to the following terms and conditions of employment for a new labor agreement (Agreement) for the period July 1, 2017, through June 30, 2022. This Memorandum of Understanding is subject to ratification by the membership of the Organization, and approval by the Vice President-West Region, Brotherhood of Maintenance of Way Employes Division. The rules in the agreement(s), other than those subject to change herein, shall continue to remain in effect. The rule changes set forth in this Memorandum of Understanding shall be effective upon the date of ratification unless specified otherwise.

PART I - WAGES

Section 1- Wage Increase Implementation

All rates of pay resulting from Section 2, below for employees covered by this Memorandum of Understanding shall be applied as follows:

1. Disposition of Fractions -- Rates of pay resulting from application of Section 2 which end in fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.
2. Application of Wage Increases -- The increase in wages provided for in this Article shall be applied in accordance with the wage and working conditions agreement in effect between Amtrak and the labor organization party hereto. Special allowances not included in hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all Overtime hours paid.

Section 2- General Wage Increases:

Increase	Increase Effective Date	Increase Rate
First General Wage Increase	July 1, 2017	3.00%
Second General Wage Increase	July 1, 2018	3.00%
Third General Wage Increase	July 1, 2019	2.75%
Fourth General Wage Increase	July 1, 2020	2.75%
Fifth General Wage Increase	July 1, 2021	3.00%

Section 3 - Retroactive Pay:

Beginning July 1, 2017, active employees as of the date of ratification by the Organization will be entitled to retroactive pay for the period of time worked during the 19 ½ month period prior to ratification, subject to deductions for increased employee health insurance contributions, standard deductions and any historical offsets, unless otherwise provided for in this Agreement. Active employment as of the date of ratification includes employees on sick leave, disability, disability retirement, temporary suspension, furlough or leave of absence to the extent such employees received wages for the 19 ½ month period. Payments will be processed as soon as possible, but in no event later than 90 days from the date of ratification. Retroactive pay will be paid in a separate check or direct deposit. Retroactive pay is conditioned on the positive recommendation of the Organization representatives for ratification and ratification by February 15, 2019.

Section 4 – Per Diem Transition:

Due to provisions in prior collective bargaining agreements and in a 1998 letter agreement, certain bargaining unit positions have been receiving per diem payments in varying amounts. TASI and the Organization agree to transition away from the per diem payments as follows:

Positions currently receiving \$60.00 per diems will end those per diems at the first full pay period beginning after ratification and instead will have a wage increase of \$5.50 per hour going forward. In addition, such positions will receive a differential of \$2.00 per hour up to a cap of \$16.00 per day until June 30, 2019. Beginning July 1, 2019, this differential will be \$1.00 per hour up to a cap of \$8.00 per day until June 30, 2020. These differentials will not be subject to General Wage Increase adjustments.

Positions currently receiving \$41.14 per diems will end those per diems at the first full pay period beginning after ratification and instead will have a wage increase of \$5.50 per hour going forward.

Positions currently receiving no per diem will have a wage increase at the first full pay period beginning after ratification of \$3.50 per hour until June 30, 2019. Before the Third General Wage Increase effective July 1, 2019 described in Section 2 above is applied, an additional \$1.00 will be added to the hourly rate of these positions until June 30, 2020. Before the Fourth General Wage Increase effective July 1, 2020 described in Section 2 above is applied, the impact of the wage increases described above in this paragraph will be eliminated and the wage rates will be increased for these positions to be equivalent to the wage increases of \$5.50 plus the Third General Wage Increase for the positions currently receiving \$60.00 per diems.

All employees will have their positions rebid after ratification. If an employee receiving a differential noted above subsequently bids out of the position, the employee must obtain another position with the differential in order to keep it.

PART II – HEALTH CARE

Health Care Contributions:

Based on actual increases to the carrier for health care the Employee Monthly Contribution will be increased 5% - July 1, 2017, and may be increased up to 5% - July 1, 2018, 10% - July 1, 2019, and 10% - July 1, 2020, with justification for an increase provided to the General Chairman. Based upon the actual increases to the carrier, there will be no increase as of July 1, 2018. Monthly Employee Contributions as of July 1, 2017 will be \$199.02. The Employee Monthly Contribution will be no greater than \$240.80 by the end of this Agreement.

The "Plan Design Summary" will be shown in an appendix to the Agreement. Employee contributions will be treated as being paid on a pre-tax basis to the extent permitted by law.

PART III – WORK RULES

Work Rules Index:

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

Additionally, the Organization and TASI agreed to delete Appendices H, I, J, L and R pursuant to the 2012 Implementing Agreement. After ratification, the Organization and TASI agree to drop other Rules and Appendices not applicable to TASI for the Caltrain operation and create a stand-alone agreement. BMWWE will revise and simplify the dues deduction forms. TASI will print the new agreement.

PART IV – GENERAL

Me Too:

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

Grievance Resolution:

The pending grievance over Appendix U.5.b. will be resolved with the payment of a Foreman Bonus in the amount of \$1,000.00 for 2016 and \$2,000.00 for 2017. To receive the bonus, a Foreman must have worked in the position for the full calendar year and still be employed by TASI on the date of payout. Payout of the bonus will be on the first full pay period following ratification. TASI will pay the bonus described in Appendix U.5.b. on a going forward basis after ratification for 2018 and beyond.

PART V - MORATORIUM

Effect of this Agreement:

- (a) The purpose of this Memorandum of Understanding is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the parties' respective Section 6 Notices with respect to the subjects covered by this Memorandum of Understanding.
- (b) The Agreement shall remain in effect through June 30, 2022, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Memorandum of Understanding shall serve, prior to January 1, 2022, (not to become effective before July 1, 2022) any notice or proposal for the purpose of changing the terms covered by this Memorandum of Understanding.

Signed at San Jose, California this 25th day of February, 2019.

For the Organization:


For the Company:



Tony Cardwell
General Chairman



Bret George
General Manager, TASI



Louis Below
Vice President West Region

WORK RULES INDEX

TransitAmerica Services Inc.

and

Brotherhood of Maintenance of Way Employes Division

Modifications to Rules:

1. Rule 11A. 1.—Compensatory Time
2. Rule 18—Paid Time Off (replacing Rule 18--Vacation, Personal Holiday in Rule 19—Holidays and Rule 20—Personal Leave
3. Rule 26—Bereavement Leave with Agreed Upon Interpretations
4. Appendix Q – Employee Classifications
5. Appendix U.4.—
 - (a) Licensing Fees
 - (b) Training

RULE 11A- COMPENSATORY TIME

1. Employees, at their option, may elect to accept compensatory time off in lieu of overtime pay on the basis of one-hour overtime worked equaling one and one-half hours' time off. It is understood that employees may not use more than one hundred (100) hours of such time per calendar year. The election to accept compensatory time off in lieu of overtime pay for overtime worked must be made not later than the day such time is reported for payroll purposes.

RULE 18 -- PAID TIME OFF [REPLACES RULE 18 VACATION IN ITS ENTIRETY, PERSONAL HOLIDAY IN RULE 19 HOLIDAYS, AND RULE 20 PERSONAL LEAVE IN ITS ENTIRETY]

The parties agree to modify the vacation, personal leave, and personal holiday provisions as follows:

- (a) After 120 days of employment, 32 hours of floating PTO leave.
- (b) After one year of employment, 72 hours of floating PTO leave.
- (c) After two years of employment, 1 block of 40 hours of PTO, plus 72 hours of floating PTO leave.
- (d) After eight years of employment, 2 blocks of 40 hours of PTO, plus 80 hours of floating PTO leave.
- (e) After seventeen years of employment, 3 blocks of 40 hours of PTO, plus 88 hours of floating PTO leave.
- (f) After twenty-five years of employment, 4 blocks of 40 hours of PTO, plus 88 hours of floating PTO leave.
- (g) After thirty years of employment, 5 blocks of 40 hours of PTO, plus 88 hours of floating PTO leave.
- (h) Blocks of PTO days must be scheduled based on employee longevity prior to November 1 of the preceding year and authorized by the employee's designated supervisor.
- (i) Floating PTO leave must be taken in increments of no less than one hour. Floating PTO leave must be scheduled a minimum of three days in advance, excluding weekends and holidays, and must be denied by the designated supervisor with an explanation within 24 hours, excluding weekends or holidays, or as otherwise approved. Where two or more people request the same day off, before a day off has been authorized for an employee, then seniority will control in situations where service requirements do not permit both requests. Exceptions to the notice requirements of this section include cases of sick leave for an employee's self or family member, for preventative care or diagnosis, care or treatment of an existing health condition, or for specified purposes for victims of domestic violence, sexual assault or stalking. Family members for purposes of this exception include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild and sibling. In the case of an exception, employees must give notice as soon as practical when the need is unforeseeable, such as in cases of unanticipated illness or medical emergency, or in advance if the leave is planned, such as in the case of scheduled doctors' visits.
- (j) PTO will not be carried from one year into the next. Unused PTO at the end of the calendar year will be paid out based on the currently assigned shift. Pay-out will be made no later than the third full pay period of the new calendar year.
- (k) For the purpose of eligibility, increases in the amount of PTO will become effective on employee's respective anniversary. Additional PTO received on an anniversary

may be scheduled but may not be used before the employee's anniversary date. PTO will be paid at the employee's applicable rate including any differential.

(l) For the purpose of eligibility, an employee must have rendered 100 days of service in the previous year to be eligible for PTO and PTO accrual. 4 ten-hour shifts count as 5 eight-hour days for purposes of counting service.

(m) PTO is intended to comply and will be interpreted as complying with all applicable governmental paid sick leave requirements. In the event that any court or agency should find this PTO provision does not comply with governmental requirements, the Company and Union agree to negotiate provisions to comply with the ruling.

RULE 26 – BEREAVEMENT LEAVE

Employees who have a death in the immediate family will be allowed to take up to the following number of scheduled workdays off with pay, as detailed below, with the approval of the Company. Such approval will not be unreasonably denied. TASI may require proper documentation. (Such as obituary, funeral letters, death certificate, etc.).

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

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

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

These days are to be taken within a reasonable time to attend the funeral and handle matters related thereto, in the event of a death, and may be taken consecutively or with a single split.

APPENDIX D

AGREED UPON INTERPRETATIONS - BEREAVEMENT LEAVE

Q-1. How are the designated number of scheduled work days to be determined?

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

(b) the designated number of consecutive scheduled work days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;

(c) the designated number of consecutive scheduled work days, ending the day of the funeral service; or

(d) the designated number of consecutive scheduled work days, ending the day following the funeral service; or

(e) a single split of the designated number of consecutive scheduled work days with each split in compliance with (a), (b) or (c).

Q-2. Does the designated number of scheduled work days allowance pertain to each separate instance, or does the designated number of scheduled work days refer to a total of all instances?

A-2. The designated number of scheduled work days is for each separate death,

Q-3. Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday day 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 as 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 step-children?

A-4. Yes, as to half-brothers or half-sisters; 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.

APPENDIX Q -- EMPLOYEE CLASSIFICATIONS

System Classifications

Track Foreman
Assistant Track Foreman
Equipment Repair Foreman
Repairman MW Equipment
Track Inspector & Repair Foreman
Machine Operator—Class A
Machine Operator—Class B
Trackman
Welder Foreman
Welder Helper

Machine Operators

Class A:

Tamper with raising and lining attachments (on track)
Stabilizer (on track)
Geismar Speed Swing (on track)
Tie Inserter (on track)
End Loader (off track)

Class B:

Ballast Regulator (on track)
Tie Crane/Tie Handler (on track)
Auto Spiker (on track)
Backhoe (off track)
Reach lift forklift (off track)

If the carrier adds new equipment for a machine operator, the carrier will designate it for Class A, B or C and notify the General Chairman in writing. If the General Chairman disagrees with the designation, the General Chairman will contact the General Manager within thirty (30) days of the notice for good faith negotiations. If the parties are unable to reach agreement, the Rule 14 Grievance procedure may be used to resolve the matter.

APPENDIX U.4.

(a) Licensing Fees

TASI shall reimburse employees for all fees necessary to obtain and maintain a CDL obtained pursuant to this rule. Employees will be required to provide necessary documentation in connection with such reimbursement.

(b) Training

TASI shall post in writing if and when an additional CDL qualified employee is needed. TASI will approve the senior employee for obtaining a CDL. The employee must obtain a CDL permit within 30 days and TASI will provide In-House CDL Training, or if approved by TASI in advance, reimburse employees for the cost of tuition to an accredited school after receipt of official notification of the employee's successful completion of a CDL training course. The employee must obtain the CDL within 30 days.