

EXHIBIT 2

NCCC-SMART-TD
IMPLEMENTATION OF
PUBLIC LAW 117-216

The attached document includes the most recent tentative agreements and side letters between the carriers represented by the National Carriers' Conference Committee (NCCC) and the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART-TD), as referenced in Public Law 117-216 (December 2, 2022), which provides in relevant part that:

the most recent tentative agreements, side letters, and local carrier agreements entered into by the covered parties that have not been ratified before the date of this joint resolution (including tentative agreements, side letters, and local carrier agreements that have failed ratification) shall be binding on such covered parties to such unresolved disputes, and shall have the same effect as though arrived at by agreement of such covered parties under the Railway Labor Act (45 U.S.C. 151 et seq.).

Jeremy R Ferguson

President, SMART-TD

Brendan M. Branon

Chairman, NCCC

NCCC-SMART-TD Tentative National Agreement (Sept. 15, 2022) – Implemented by PL 117-216

**Case No. A-14005
Document “A”**

MEDIATION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2022 by and between the participating carriers listed in Exhibit A attached hereto and made a part hereof, and represented by the National Carriers’ Conference Committee, and the employees of such carriers shown thereon and represented by the International Association of Sheet Metal, Air, Rail and Transportation Workers, Transportation Division (“SMART-TD”) witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 - First General Wage Increase

(for other than Dining Car Stewards)

(a) Effective July 1, 2020, all standard basic daily rates of pay for employees represented by SMART-TD in effect on June 30, 2020 shall be increased by three (3) percent.

(b) In computing the increase for enginemen under paragraph (a) above, three (3) percent shall be applied to the standard basic daily rates of pay applicable in the following weight-on-drivers brackets, and the amounts so produced shall be added to each standard basic daily rate of pay:

Passenger - 600,000 and less than 650,000 pounds
Freight - 950,000 and less than 1,000,000 pounds
(through freight rates)

Yard Engineers - Less than 500,000 pounds

Yard Firemen - Less than 500,000 pounds

(separate computation covering five- day rates and
other than five-day rates)

Section 2 - Second General Wage Increase

(for other than Dining Car Stewards)

Effective July 1, 2021, all standard basic daily rates of pay for employees represented by SMART-TD in effect on June 30, 2021 shall be increased by three-and-a-half (3.5) percent, computed and applied in the same manner prescribed in Section 1(b) above.

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Section 3 - Third General Wage Increase

(for other than Dining Car Stewards)

Effective July 1, 2022, all standard basic daily rates of pay in effect on June 30, 2022 for employees represented by SMART-TD shall be increased by seven (7) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 4 - Fourth General Wage Increase

(for other than Dining Car Stewards)

Effective July 1, 2023, all standard basic daily rates of pay in effect on June 30, 2023 for employees represented by SMART-TD shall be increased by four (4) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 5 - Fifth General Wage Increase

(for other than Dining Car Stewards)

Effective July 1, 2024, all standard basic daily rates of pay in effect on June 30, 2024 for employees represented by SMART-TD shall be increased by four-and-one-half (4.5) percent, computed and applied in the same manner prescribed in Section 1(b) above.

Section 6 – Standard Rates

The standard basic daily rates of pay produced by application of the increases provided for in this Article set forth in Appendix 1, which is part of this Agreement.

Section 7 – Application of Wage Increases

(a) The adjustments provided for in this Article will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time, miles or fixed amounts of money, but will apply to mileage rates of pay for miles run in excess of the number of miles comprising a basic day.

(b) In engine service and in train and yard ground service, miscellaneous rates based upon hourly or daily rates of pay, as provided in the schedule or wage agreements, shall be adjusted in the same manner as heretofore increased under previous wage agreements.

(c) In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

(d) Daily earnings minima shall be changed by the amount of the respective daily adjustments.

(e) Standard monthly rates and money monthly guarantees applicable in passenger train service shall be thirty times the new standard daily rates. Other than standard monthly rates

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and money monthly guarantees shall be so adjusted that money differential existing as of June 30, 2020 shall be preserved.

(f) Existing monthly rates and money monthly guarantees applicable in train service other than passenger will be changed in the same proportion as the daily rate for the class of service involved is adjusted.

(g) Existing money differential above existing standard daily rates shall be maintained.

(h) In local freight service, the same differential in excess of through freight rates shall be maintained.

(i) The existing differential of \$6.00 per basic day in passenger, freight, and yard service, and 6¢ per mile for miles in excess of the number of miles encompassed in the basic day, currently payable to engineers working without firemen, shall be maintained and applied in the same manner as the local freight differential.

(j) In computing the first increase in rates of pay effective under Section 1 for engineers, firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number comprising a basic day, which are therefore paid on a daily basis without a mileage component, whose rates had been increased by “an additional \$.40” effective July 1, 1968, the three (3) percent increase shall be applied to daily rates in effect on the day preceding the effective date of the general wage increase provided for in Section 1, exclusive of car scale additives, local freight differentials, and any other money differential above existing standard daily rates. For firemen, the rates applicable in the weight-on-drivers bracket 950,000 and less than 1,000,000 pounds shall be utilized in computing the amount of increase. The same procedure shall be followed in computing the increases effective July 1, 2021, July 1, 2022, July 1, 2023, and July 1, 2024. The rates produced by application of the standard local freight differentials and the above-referred-to special increase of “an additional \$.40” to standard basic through freight rates of pay are set forth in Appendix 1 which is a part of this Agreement.

(k) Other than standard rates:

(1) Existing basic daily rates of pay other than standard shall be changed, effective as of the dates specified in Sections 1, 2, 3, 4 and 5 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as the standard rates were determined.

(2) The existing differential of \$6.00 per basic day in passenger, freight, and yard service, and 6¢ per mile for miles in excess of the number of miles encompassed in

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the basic day, currently payable to engineers working without firemen, shall be maintained and applied in the same manner as the local freight differential.

- (3) Daily rates of pay, other than standard, of engineers, firemen, conductors, brakemen and flagmen employed in local freight service, or on road switchers, roustabout runs, mine runs, or in other miscellaneous service, on runs of miles equal to or less than the number encompassed in the basic day, which are therefore paid on a daily basis without a mileage component, shall be increased as of the effective dates specified in Sections 1, 2, 3, 4 and 5 hereof, by the same respective percentages as set forth therein, computed and applied in the same manner as provided in paragraph (k)(1) above.

(l) Trip Rates established pursuant to Article V of the 2002 SMART-TD (UTU) Agreement shall be adjusted by application of the general wage increases provided for in this Article I, Sections 1 through 5, in the manner set forth in Article V, Part B, Section 4(c)(1) of that Agreement.

Section 8 – General Wage Increases for Dining Car Stewards

(a) Effective July 1, 2020, all basic monthly rates of pay in effect on June 30, 2020 for dining car stewards represented by SMART-TD shall be increased by three (3) percent.

(b) Effective July 1, 2021, all basic monthly rates of pay in effect on June 30, 2021 for dining car stewards represented by SMART-TD shall be increased by three-and-one-half (3.5) percent.

(c) Effective July 1, 2022, all basic monthly rates of pay in effect on June 30, 2022 for dining car stewards represented by SMART-TD shall be increased by seven (7) percent.

(d) Effective July 1, 2023, all basic monthly rates of pay in effect on June 30, 2023 for dining car stewards represented by SMART-TD shall be increased by four (4) percent.

(e) Effective July 1, 2024, all basic monthly rates of pay in effect on June 30, 2024 for dining car stewards represented by SMART-TD shall be increased by four-and-one-half (4.5) percent.

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ARTICLE II – SERVICE RECOGNITION BONUSES

Section 1 – First Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2020 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2020; or (2) retired or died on or after January 1, 2020.

Section 2 – Second Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2021 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2021; or (2) retired or died on or after January 1, 2021.

Section 3 – Third Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and [Date of Ratification] and who: (1) maintains an active employment relationship with the carrier as of [Date of Ratification]; or (2) retired or died on or after January 1, 2022.

Section 4 – Fourth Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2023 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2023; or (2) retired or died on or after January 1, 2023. The payment will be made no later than December 31, 2023.

Section 5 – Fifth Service Recognition Bonus

A lump sum payment in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2024 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2024; or (2) retired or died on or after January 1, 2024. The payment will be made no later than December 31, 2024.

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ARTICLE III - HEALTH AND WELFARE

Part A – Plan Changes

Section 1 – Continuation of Plan

The National Railway Carriers and United Transportation Union Health and Welfare Plan (“NRC/UTU H&W Plan”) and the Railroad Employees National Health and Welfare Plan (“the Plan”), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Design Changes

(a) Effective January 1, 2023, the Plan’s Managed Medical Care Program (“MMCP”) and its Comprehensive Health Care Benefit (“CHCB”) shall be modified with respect to hearing benefits to increase the maximum annual payment for tests and examinations, including those by an audiologist or hearing aid dispenser, to diagnose and determine the cause of a hearing loss, and for a hearing aid necessary to restore lost, or help impaired, hearing, to \$2,000.

(b) Effective January 1, 2023, the MMCP, CHCB, and Mental Health and Substance Abuse programs, as applicable, shall be modified to add coverage for the diagnosis and treatment of Autism Spectrum Disorder, without application of age or dollar limitations (other than generally applicable cost-sharing requirements under the terms of the Plan). Coverage for the treatment of Autism Spectrum Disorder shall include speech, occupational and physical therapies, Applied Behavior Analysis, and other medically appropriate intensive behavioral therapies; provided that any such coverage shall be subject to medical management processes (such as prior authorization or treatment plan requirements) applied by the company administering the member’s benefits.

(c) Effective January 1, 2023, the MMCP, CHCB, and Mental Health and Substance Abuse programs, as applicable, shall be modified to remove the age restriction on speech therapy as part of a treatment for developmental delay, cerebral palsy, hearing impairment or major congenital anomalies that affect speech such as, but not limited to, cleft lip and cleft palate. Medical management processes will continue to apply to such coverage.

Section 3 – Other

The parties agree to direct their representatives to the Plan’s Governing Committee to participate in the Governing Committee’s design and implementation, in a timely fashion, of an appropriate service provider rebid process to ensure that current costs are competitive and not excessive.

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Part B – Employee Sharing of Plan Costs

Section 1 – Monthly Employee Cost-Sharing Contributions

(a) Effective January 1, 2023, each employee covered by this Agreement shall contribute to the Plan, for each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for the employee and/or the employee's dependents, a monthly contribution equal to 15% of the Carriers' Monthly Payment Rate. Effective on each subsequent January 1, the monthly employee cost-sharing contribution shall be adjusted to reflect 15% of the Carriers' Monthly Payment Rate for the relevant year.

(b) For purposes of subsection (a) above, the "Carriers' Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carriers' monthly payments to –

- (1) the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
- (2) the Dental Plan for employee and dependent dental benefits, and
- (3) the Vision Plan for employee and dependent vision benefits,

would have been during that year, per non-hospital association road employee, in the absence of any employee contributions in the aforementioned plans.

Section 2 – Pre-Tax Contributions

Employee cost-sharing contributions made pursuant to this Part B shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

Section 3 – Method of Making Employee Cost-Sharing Contributions

Employee cost-sharing contributions will be made for the employee by the employee's employer. The employer shall deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

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ARTICLE IV – PERSONAL LEAVE

Each employee shall be provided with an additional paid day off and will elect, by providing notice to the employer during the prior year's vacation scheduling process, to use the additional paid day off as:

(a) a personal leave day to be scheduled during the upcoming year, subject to rules associated with personal leave days;

(b) an additional single use vacation day to be scheduled during the upcoming year, subject to rules associated with single use vacation days; or

(c) an awarded day off on the employee's birthday during the upcoming year or, if such birthday falls on a scheduled rest day, on the working day immediately preceding or following the employee's birthday, subject to rules associated with scheduled vacation.

An employee who does not make an election during the prior year's vacation scheduling process will be considered to have selected option (b).

ARTICLE V – SCHEDULED DAYS OFF

Any General Committee seeking to establish rules creating voluntary assigned days off in thru freight road service shall serve a written Notice on the Carrier of its desire to establish voluntary assigned days off agreement rules. The Notice shall specify the rules the Union proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such rules. The Carrier may respond with its own Notice specifying the rules that the Carrier proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such rules.

The General Chairman, or their designee, and the Carrier's designated official will meet within thirty (30) days of the initial Union Notice to negotiate the terms and conditions of the proposed assigned days off agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union's ratification requirements, to the extent applicable.

If the parties are unable to reach a ratified agreement on assigned days off rules within one hundred eighty (180) days of the initial Union Notice, then either party may submit the matter to final and binding, party- paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral

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arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.

If agreements are reached pursuant to this Article either by ratification or arbitration where none previously existed, the Union will have exhausted all rights to serve any notices pursuant to this Article.

ARTICLE VI – AUTOMATED BID SCHEDULING

Each carrier may serve a notice of its intent to implement the Automated Bid Scheduling Agreement described in (a) – (d), below, and, in doing so, may identify any carrier- specific implementation matters that it believes must be addressed in connection with such implementation. The organization may respond with its own list of carrier- specific implementation issues that it believes must likewise be addressed.

The General Chairman, or their designee, and the Carrier's designated official will meet within thirty (30) days of the initial Carrier Notice to negotiate the terms and conditions of the proposed agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union's ratification requirements, to the extent applicable.

(a) Automated Bid Scheduling (ABS)

- (1) Automated Bid Scheduling (ABS) will serve as the primary method to assign employees on a regular basis, based on seniority, qualifications and job preferences.
- (2) Carriers will maintain a system containing all employees' assignments, including pools and extra boards, which will be updated as necessary. Employees may update their assignment preferences at the designated time. New assignments will be bulletined or posted.
- (3) Employees will be responsible for accessing the system to determine if their assignment has changed.

(b) Submitting Preferences

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- (1) All employees will be required to electronically file their individual preferences for their assignment(s) on their Automated Bid Application and will specify a sufficient number of preferences to ensure a selection will be granted.
 - (2) Employees may make changes or update their individual preferences on their Automated Bid Application.
- (c) Job Assignments
- (1) Assignments awarded will be posted electronically for employees. All employee assignments will be assigned based upon the individual preferences employees submitted on their Automated Bid Applications, qualifications and seniority permitting. It is the employee's responsibility to be aware of the new assignment (if applicable) and be rested and available to report when required.
 - (2) Employees changing assignments will protect their assignment until the designated date and time. Employees who are at their home terminal (and not working) will be placed on their new assignment at the designated date and time. Employees on- duty or not at their home terminal at the start of a new assignment will remain on their previous assignment until returning to their home terminal.
 - (3) Employees newly assigned to an extra board or pool freight service will be placed at the bottom of the board/pool at the start of a new assignment or when they return to their home terminal in accordance with their tie- up time. If two or more employees have the same tie- up time, they will be placed on the board in accordance with their last on- duty time.
- (d) Vacation
- (1) Weekly vacations will commence and end at a designated date and time. Employees scheduled to be off for weekly vacation will not have their Automated Bid processed and will not be assigned to a new assignment. Employees returning from weekly vacation will have their Automated Bid Application processed by the system.
 - (2) Weekly/block vacation will begin at 12:01 a.m. and will end at 11:59 p.m., unless otherwise authorized.

If the parties are unable to reach a ratified agreement on the rules referenced in this Article within one hundred eighty (180) days of the initial carrier notice, then either party may submit the matter to final and binding, party- paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

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The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.

If agreements are reached pursuant to this Article either by ratification or arbitration where none previously existed, the Carrier will have exhausted all rights to serve any notices pursuant to this Article.

ARTICLE VII – POOLS AND EXTRA BOARD

Each carrier may serve a notice of its intent to implement some or all of the items below and, in doing so, may identify any carrier- specific implementation matters that it believes must be addressed in connection with such implementation. The organization may respond with its own list of carrier- specific implementation issues that it believes must likewise be addressed.

The General Chairman, or their designee, and the Carrier's designated official will meet within thirty (30) days of the initial carrier's notice to negotiate the terms and conditions of the proposed agreement rules. Should the parties reach a tentative agreement, it will be subject to ratification pursuant to the Union's ratification requirements, to the extent applicable.

(a) Self- supporting pools

- (1) Pools will be converted to a system under which pool vacancies are primarily protected within that pool
- (2) Pools will operate on a first in/first out basis unless otherwise agreed to by a carrier and labor organization

(b) Pool and extra board regulation

- (1) Pool service will be regulated based on a target number of starts that takes the length of run into consideration
- (2) There will be a predetermined time period during which the number of starts is tabulated for use in the carrier's calculation of the requisite number of employees in the pool

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- (3) There will be a predetermined time period for predicting the future number of pool starts utilizing technology
 - (4) There will be a process for automatic pool adjustment to ensure consistency with the requirements and intent of the Rail Safety Improvement Act (RSIA), full- time employee availability and fatigue abatement
 - (5) Pools will operate on a first in/first out basis, unless otherwise agreed to by the parties
 - (6) The carrier may abolish or establish road, yard or combination extra boards which will be regulated by the carrier based on the needs of service
- (c) Workforce predictability and flexibility
- (1) In conjunction with adoption of the above listed in Paragraph A and/or Paragraph B above, new agreements will provide for one or more of the following:
 - (a) Opportunity for employees to observe rest outside the requirements of the Rail Safety Improvement Act
 - (b) A procedure under which employees may trade assignments
 - (c) A procedure under which employees may receive a pre- arranged layoff

If the parties are unable to reach a ratified agreement on the rules referenced in this Article within one hundred eighty (180) days of the initial carrier notice, then either party may submit the matter to final and binding, party- paid interest arbitration at any time thereafter by written request to the other party. The Arbitration Board shall have jurisdiction to determine whether and how the rules referenced in this Article will be implemented.

The Arbitration Board shall consist of one (1) member appointed by the Union, one (1) member appointed by the Carrier, and a neutral arbitrator, who shall serve as chair of the Board. The neutral arbitrator shall be mutually selected by the parties within ten (10) days of the request for arbitration, and a hearing shall be held within sixty (60) days thereafter, subject to the availability of the arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days of the request for arbitration, then a list of nine (9) arbitrators shall be obtained from the National Mediation Board and the parties shall strike such list until an arbitrator is chosen with the first strike determined by coin flip or another random method.

The terms of the Board's decision shall be issued within thirty (30) days following the hearing or submission of post-hearing briefs, if any, and will be final and binding.

If agreements are reached pursuant to this Article either by ratification or arbitration where none

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previously existed, the Carrier will have exhausted all rights to serve any notices pursuant to this Article.

ARTICLE VIII – GENERAL PROVISIONS

(a) The purpose of this Agreement is to settle all disputes growing out of the notices served upon the organization by the carriers listed in Exhibit A on or subsequent to November 1, 2019 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2019 (including any notices outstanding as of that date), except as otherwise provided in paragraph (c) below.

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 2024 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(c) No party to this Agreement shall serve or progress, prior to November 1, 2024 (not to become effective before January 1, 2025), any notice or proposal, except that this Article shall not settle or bar further progression or handling of local notices served by the carriers regarding the size or consist of train crews and related matters.

(d) This Article will not bar management and the organization on individual railroads from agreeing upon any subject of mutual interest.

(Remainder of Page Intentionally Blank)

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_____, 2022

#1

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1, 2 and 3 and the service recognition bonuses provided for in Article II, Sections 1 and 2 of the Agreement of this date.

The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases and service recognition bonuses as soon as possible and no later than sixty (60) days after the date of this Agreement. The carriers will make the service recognition bonus payment provided for in Article II, Section 3 of the Agreement at the same time as the aforementioned retroactive payment.

If a carrier finds it impossible to make such payments by that date, such carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

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_____, 2022
#2

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This refers to the increase in wages and the service recognition payments provided for in Sections 1, 2 and 3 of Article I and Sections 1 and 2 of Article II of the Agreement of this date.

It is understood that the retroactive portion of those wage increases and service recognition payments shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to June 30, 2020 in the case of the wage increases and January 1, 2020 in the case of the service recognition payments.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

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_____, 2022
#3

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This confirms our understanding with respect to the PEB 250 recommendation that the parties engage in local negotiations with respect to scheduling and job assignment issues including scheduled days off. This letter is without prejudice to either party's positions regarding attendance policies.

Employees in unassigned service, including employees who obtain days off under Article V of this agreement, will be allowed unpaid scheduled day(s) off that are necessary to attend up to three (3) routine and preventive medical care visits per calendar year without being assessed any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies; provided such exams are scheduled on Tuesday, Wednesday, or Thursday, excluding holidays, and the carrier is provided with at least 30 days advance notice. Documentation verifying that the exam took place may be required by the carrier. The parties will promptly engage in local discussions to implement the terms of this paragraph, including procedures to accommodate employees who move from unassigned to assigned service subsequent to scheduling an exam (where a carrier attendance policy differentiates between such classes of service). If the parties are unable to reach agreement, those issues will be resolved through final and binding expedited interest arbitration.

It is intended that employee requests for routine and preventive medical care time off under the preceding paragraph normally will be granted without regard to usual staffing and operational contingencies. Where other time off requests on the same day(s) would jeopardize operation of the train schedule, the local carrier official and union local chairman will consider appropriate accommodations of the conflicting requests.

This letter also will confirm that approved medical leaves of absence taken pursuant to and in compliance with carrier medical leave of absence policies will not result in any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies. Absences relating to hospital admissions and surgeries will not result in any form of disciplinary points, demerits or disciplinary citations under any Carrier's attendance related policies.

The carriers will assess short-term serious illnesses or injuries on their individual merits taking into account the gravity of the medical issue.

Please acknowledge your agreement by signing your name in the space provided below.

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Sincerely,

Brendan M. Branon

I agree:

J. R. Ferguson

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_____, 2022

#4

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This confirms our understanding with respect to PEB 250 recommendations that requires each employee to contribute to the Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to the lesser of 15% (fifteen percent) of the Carriers' then current Monthly Payment Rate or a frozen cap of **\$398.97** (three hundred ninety-eight dollars and ninety-seven cents) for the year 2025 and each year thereafter until a new SMART-TD National Agreement is negotiated and ratified (at which time the full 15% employee contribution rate is reinstated unless otherwise agreed).

If the negotiations for that National Agreement result in retroactive wage increases applicable for the period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the cap above with annual indexing in the involved years, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the RLA (up through and including a Presidential Emergency Board or interest arbitration) as a reason or justification for any future increase in compensation or limit or reduction in employee health care contributions.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

NCCC-SMART-TD Tentative National Agreement (Sept. 15, 2022) – Implemented by PL 117-216

_____, 2022
#5

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This will confirm our understanding regarding notices that may be served by the parties under Articles V, VI and VII:

BNSF

- Electronic/Automated Bid: BNSF may serve notices regarding the subjects in Article VI.
- Self-Supporting Pools & Pool/Extra Board Regulation: BNSF may serve notices regarding the subjects in Article VII except with respect to Self-Supporting Pools where permanent Self-Supporting Pools, as proposed in Article VII, are already in place by permanent (non-pilot) agreement (i.e., an agreement that is amendable only by mutual agreement or through the RLA section 6 process), or with respect to Pool Regulation where Pool Regulation, as proposed in Article VII, is already in place by permanent agreement.
- Scheduled Off Days: SMART-TD may serve notices regarding the subjects in Article V except where scheduled off days are already in place by permanent agreement.

CN

Neither party will serve any notices to the other under Articles V, VI, or VII.

CSX

- Electronic/Automated Bid and Self-Supporting Pools & Pool/Extra Board Regulation: CSX may serve notice regarding the subjects in Article VI and Article VII.
- Scheduled Off Days: SMART-TD may serve notice regarding the subjects in Article V.

Kansas City Southern

- Electronic/Automated Bid: KCS may serve notices regarding the subjects in Article VI.
- Self-Supporting Pools & Pool/Extra Board Regulation: KCS may serve notices regarding the subjects in Article VII on the KCS property, except with respect to Self-Supporting Pools where Self-Supporting Pools, as proposed in Article VII, are already in place and except with respect to Pool Regulation on the MidSouth property.

NCCC-SMART-TD Tentative National Agreement (Sept. 15, 2022) – Implemented by PL 117-216

- Scheduled Off Days: SMART-TD may serve notices regarding the subjects in Article V except where scheduled off days are already in place by agreement.

Norfolk Southern

- Electronic/Automated Bid and Self-Supporting Pools & Pool/Extra Board Regulation: Norfolk Southern may serve notice regarding the subjects in Article VI and Article VII.
- Scheduled Off Days: SMART-TD may serve notice regarding the subjects in Article V.

Union Pacific

- Electronic/Automated Bid and Self-Supporting Pools & Pool/Extra Board Regulation: Union Pacific may serve notice regarding the subjects in Article VI and Article VII.
- Scheduled Off Days: SMART-TD may serve notice regarding the subjects in Article V.

All Other Carriers in Exhibit A

The carriers may serve notices regarding the subjects in Article VI and Article VII and SMART-TD may serve notice regarding the subjects in Article V.

It is further understood that if notices related to Articles V, VI and VII where applicable are served by the parties or pending concurrently, the negotiations on those notices shall at the request of either party be combined up to and including a single carrier-level interest arbitration process that includes all pending proposals under Articles V, VI, and VII. Nothing herein will preclude a party from presenting property-specific proposals during the carrier-level arbitration.

Please indicate your concurrence by signing in the space below.

Sincerely,

Brendan M. Branon

I concur:

J. Ferguson

NCCC-SMART-TD Tentative National Agreement (Sept. 15, 2022) – Implemented by PL 117-216

_____, 2022

#6

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This letter will serve as clarification of the application of the additional paid time off day described in Article IV of the national agreement for new hires. We agree that employees hired on or before September 30 of a year will have access to the additional day of paid time off in that year.

The carriers will offer a reasonable means and a reasonable time period for these newly hired employees to elect from among the three options for using the day that are described Article IV, items (a)-(c) of the national agreement or, in the absence of the employee electing one of the three options, the additional paid time off will be provided under option (b).

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

NCCC-SMART-TD Tentative National Agreement (Sept. 15, 2022) – Implemented by PL 117-216

_____, 2022
#7

Mr. Jeremy R. Ferguson
President – Transportation Division
International Association of Sheet Metal, Air, Rail and Transportation Workers
6060 Rockside Woods Blvd. N., Ste. #325
Independence, OH 44131

Dear Mr. Ferguson:

This confirms our understanding with respect to the tentative agreement of this date that would resolve our respective bargaining notices served on or subsequent to November 1, 2019 ("Tentative Agreement or TA").

If the railroads in national handling collectively enter into a voluntary and ratified national agreement ("New Agreement") to resolve the national notices served on or after November 1, 2019 with any labor organization that provides, in the aggregate, materially greater overall economic value to the employees represented by that organization than is provided for in the report of Presidential Emergency Board No. 250 with respect to that craft, SMART-TD may request that the same value, measured on a GWI-equivalent basis, be added to the Tentative Agreement in a manner to be determined by the parties.

If the President of the SMART-TD believes that a New Agreement has potentially triggered the understanding in this letter, he shall, within 30 days of the date such New Agreement is ratified, provide prompt written notification to the Chairman of the NCCC, and the national parties shall confer within fifteen (15) calendar days to discuss further handling of the matter. Any disagreement between the parties regarding the interpretation or application of this understanding shall be resolved through final and binding party-paid arbitration.

This agreement shall be non-precedential and shall not be referenced in any forum except for the limited purpose of enforcing its terms. This agreement shall expire and have no further effect with respect to a national agreement reached by another labor organization 30 days after the date that the applicable national agreement is ratified.

Please acknowledge your agreement by signing in the space below.

Very truly yours,

Brendan M. Branon

I agree:

J. R. Ferguson

NCCC-SMART-TD Tentative National Agreement (Sept. 15, 2022) – Implemented by PL 117-216

**EXHIBIT A
(SMART-TD)**

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY AND ON BEHALF OF SUCH CARRIERS UPON SMART, TRANSPORTATION DIVISION, AND NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF SMART, TRANSPORTATION DIVISION, UPON SUCH CARRIERS.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by Smart, Transportation Division:

Alameda Belt Line

Alton & Southern Railway Company

The Belt Railway Company of Chicago

Bessemer and Lake Erie Railroad Company d.b.a. C.N.

BNSF Railway Company

Central California Traction Company

Consolidated Rail Corporation

CSX Transportation, Inc. - 1

Baltimore & Ohio Railroad Company (Former)

Baltimore & Ohio Chicago Terminal Railroad Company (Former)

Chesapeake & Ohio Railway Company (Former)

Chicago & Eastern Illinois Railroad Company (Former)

Clinchfield Railroad Company (Former)

Consolidated Rail Corporation (Former)

Toledo Terminal Railroad Company (Former)

Monon Railroad Company (Former)

Pere Marquette Railroad Company (Former)

Seaboard Coast Line Railroad Company (Former)

Western Maryland Railroad Company (Former)

Richmond Fredericksburg & Potomac Railroad Company (Former)

Gainesville Midland Railroad Company (Former)

Grand Trunk Western Railroad Company d.b.a. C.N.

Illinois Central Railroad Company and Chicago, Central & Pacific Railroad Company d.b.a. C.N.

Indiana Harbor Belt Railroad Company

The Kansas City Southern Railway Company

Kansas City Southern Railway

Louisiana and Arkansas Railway

MidSouth Rail Corporation

Gateway Western Railway

NCCC-SMART-TD Tentative National Agreement (Sept. 15, 2022) – Implemented by PL 117-216

SouthRail Corporation
Tenn. Rail Corporation
Joint Agency
Longview Switching Company
Los Angeles Junction Railway Company
New Orleans Public Belt Railroad Corporation - 2
Norfolk & Portsmouth Belt Line Railroad Company
Norfolk Southern Railway Company
The Alabama Great Southern Railroad Company
Central of Georgia Railroad Company
The Cincinnati, New Orleans & Texas Pacific Railway Co.
Georgia Southern and Florida Railway Company
Tennessee, Alabama and Georgia Railway Company
Tennessee Railway Company
Northeast Illinois Regional Commuter Railroad Corporation (METRA) - 1
Northern Indiana Commuter Transportation District – 1
Palmetto Railways
Port Terminal Railroad Association
Terminal Railroad Association of St. Louis - 1
Texas City Terminal Railway Company
Union Pacific Railroad Company
Wichita Terminal Association
Winston-Salem Southbound Railway Company
Wisconsin Central Ltd. d.b.a. C.N.

* * * * *

Notes:

- 1 - Health & Welfare only
- 2 - Wages and Health & Welfare only

FOR THE CARRIERS:

FOR SMART-TD:

_____, 2022
Arlington, VA

**AGREED – UPON
QUESTIONS AND ANSWERS**

ARTICLE I – WAGES

- Q1. Will an individual furloughed or suspended when the Agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A1. Yes.
- Q2. Will an individual in dismissed status when the Agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A2. Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive wage adjustment to the extent applicable and consistent with the reinstatement.
- Q3. Will an Employee who has been dismissed/suspended between July 1, 2020, and the effective date of this Agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time and benefits lost, have the retroactive pay increases applied to his/her payment for time lost?
- A3. Yes, to the extent applicable.
- Q4. Will the retroactive wage increases be applied to the basic daily and overmile rates of pay, overtime, trip rates, penalty claim payments and arbitraries or special allowances expressed in time or miles?
- A4. Yes, if and to the extent subject to the application of general wage increases.
- Q5. Will the retroactive wage payments made to Employees include previous vacation payments, Personal Leave Days and all other contractual pay entitlements?
- A5. Yes, if and to the extent such payments are subject to the application of general wage increases.
- Q6. Will General Wage Increases be applied to current entry rates?
- A6. Yes. The pay rates and any other applicable elements of compensation to which entry rates are applied will be subject to the applications of the General Wage Increases as provided in Article I.

Q7. Will GWIs, including retroactive back payments, be applied to training payments made to Employees in training programs where SMART-TD holds the applicable agreement on the property and such application is not specifically excluded by such agreement?

A7. Yes.

Q8. Will GWIs, including retroactive back payments, be applied to training payments made to Employees in yardmaster training programs on properties where SMART-TD represents yardmasters?

A8. This will be addressed in the same manner as in the past on each individual Carrier.

Q9. If an Employee has worked subsequent to June 30, 2020, under another National Agreement (and received retroactive pay for such work) and as a trainman or yardmaster under this Agreement, is that Employee entitled to retroactive pay under this Agreement for his/her trainman or yardmaster work?

A9. Yes, if otherwise eligible and provided there is no duplication.

Q10. Will an Employee who maintains an employment relationship with a Carrier but who has been promoted to a position in another craft under a CBA with another organization that is party to this Agreement between June 30, 2020, and the effective date of this Agreement, be eligible for the retroactive pay for the time worked under both CBAs?

A10. Yes, if otherwise eligible and provided there is no duplication.

Q11. Will RRA Tier I and Tier II taxes, as well as applicable federal, state and local taxes, be applied to the retroactive pay received by an Employee?

A11. Yes, as required by applicable law.

Q12. Will the GWIs provided for in this Agreement be applied to guaranteed extra board and furlough retention board rates of pay?

A12. Yes, if and to the extent such rates of pay are subject to the application of general wage increases.

Q13. Will Employees on approved leaves of absence (medical, disability, or otherwise) be eligible to receive retroactive backpay provided for in this Agreement?

A13. Yes, so long as the Employee maintains his/her employment relationship with the Carrier, or subsequently retires or dies.

Q14. If an Employee opts to participate in a negotiated 401k plan, will deductions be taken from retroactive payments? If so, and if that plan provides for an employer matching contribution, will such contributions also apply?

A14. Each Carrier will provide Employees with information regarding the application of its 401k plan.

Q15. If an Employee opts to participate in a negotiated 401k plan, will they have the option of contributing a larger portion of their retroactive pay into that plan?

A15. Each Carrier will provide Employees with information regarding the application of its 401k plan.

Q16. Will retroactive payments be accompanied by a detailed payment description, including a breakdown of how the payment was calculated?

A16. Any Employee who believes his/her back pay computation is incorrect may make written request through their General Chairperson for information regarding that computation. If the General Chairperson concludes that the request has good cause, they will submit it to the Carrier and a Carrier representative will respond. The request must be made to the Carrier within thirty (30) days of receipt of the retroactive payment. Disagreements between the parties may be referred to their respective National bargaining representatives – the President of SMART-TD or President of BLET and the Chairman of the NCCC.

Q17. Is the backpay calculated on earnings minus automobile mileage and meals? What factors will be included in the calculation?

A17. Retroactive wage increases and the resultant backpay will be calculated and applied to all elements of pay that are subject to General Wage Increases as provided in Article I, and will be addressed in the same manner as in the past on each individual Carrier.

Q18. Will back pay be paid on a separate check or included with a regular payroll check?

A18. The Class I Carriers will make retroactive payments (including retroactive wage payments and retroactive service recognition bonus payments) by way of a separate payroll check. Other Carriers will do the same to the extent feasible.

Q19. Will an Employee who resigned voluntarily receive back pay?

A19. Employees who resign prior to ratification of the National Agreement will not receive back pay. Employees who resign after ratification of the National Agreement will receive back pay. Please

note that Employees who retired or died subsequent to June 30, 2020, in the case of the wage increases and January 1, 2020, in the case of the service recognition payments will receive back pay.

Q20. Will back pay payment calculations include Employees' pay rates for vacation in 2023?

A20. Only retroactive payments made in relation to earnings in 2022 will be included in calculating 2023 vacation pay rates.

Q21. Will previous Washington Job Protection claim payments be eligible for retroactive back pay?

A21. Yes, if the payments occurred during the retroactive period and the Employee is otherwise eligible for retroactive payments.

ARTICLE II – SERVICE RECOGNITION BONUSES

Q1. Will an individual furloughed or suspended when the Agreement becomes effective be eligible to receive the Service Recognition Bonuses?

A1. Yes, if they performed active service at any time between January 1 and November 30 of the applicable calendar year.

Q2. Will an individual in dismissed status when the Agreement becomes effective be eligible to receive the Service Recognition Bonuses?

A2. Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive Service Recognition Bonus payment(s) to the extent applicable and consistent with the reinstatement.

Q3. Will an Employee who has been dismissed/suspended between July 1, 2020, and the effective date of this Agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time lost, have the retroactive service recognition bonuses applied to his/her payment for time lost?

A3. Yes, to the extent applicable.

Q4. Will Employees on approved leaves of absence (medical or otherwise) be eligible to receive retroactive service recognition bonuses provided for in this Agreement?

A4. Yes, provided that the Employee performed active service at any time between January 1 and November 30 of the applicable calendar year (or, for 2022, between January 1 and the date of ratification).

- Q5. Do new-hire Employees qualify for service recognition bonuses?
- A5. Yes, provided that the Employee performed active service at any time between January 1 and November 30 of the applicable calendar year.
- Q6. If an Employee has worked subsequent to June 30, 2020, under another National Agreement and as a trainman, engineer, or yardmaster under this Agreement, is that Employee entitled to receive Service Recognition Bonuses under this Agreement for his/her trainman or yardmaster work?
- A6. Yes, if otherwise eligible and provided there is no duplication.
- Q7. Will the \$1,000.00 yearly service recognition bonus continue after the end of this contract while a new Agreement is negotiated?
- A7. No. The final service bonus will be paid no later than December 31, 2024.

ARTICLE III – HEALTH AND WELFARE

- Q1. Is the annual hearing benefit of \$2,000 per family member or per family?
- A1. The annual hearing benefit maximum will apply separately to each individual covered by the policy.
- Q2. If a service provider is rebid in accordance with Article III, Section 3, and a new provider is chosen, how will it affect the Employees' benefit levels?
- A2. Re-bidding a service provider cannot result in modification of plan features such as fixed-dollar copayments, deductibles, coinsurance, and out-of-pocket maximums.
- Q3. If a service provider is rebid in accordance with Article III, Section 3, and a decision is made to switch service providers, what will be the extent of disruption and what consideration(s) will be given to minimizing disruption?
- A3. As noted in Q&A #2, re-bidding a service provider cannot result in modification of plan design elements such as copays, deductibles, coinsurance, and out-of-pocket maximums. The joint committees are expected to take steps to minimize provider disruption in the case of re-bids involving claims administrators or formulary disruption in the case of pharmacy benefit managers.
- Q4. Under Article III, will Employees be required to make monthly cost-sharing contributions for dental and/or vision premiums?

- A4. Employees do not make separate contributions for access to dental and vision benefits.
- Q5. How will the monthly Employee cost-sharing contributions be calculated?
- A5. Monthly Employee cost-sharing contributions will be 15% of the sum of the premiums for Employee medical benefits, life insurance and accidental death and dismemberment benefits, dental benefits, and vision benefits. It does not include Carrier costs for at-occupation (on-duty) coverage and/or certain other administrative costs.
- Q6. How often do the parties intend to rebid service providers?
- A6. The Governing Committee or Joint Policyholder Committee of the Plans will develop the process for conducting rebids. Subject to the outcome of those discussions, it is the parties' intent that either party may choose to initiate a rebid process for service providers to coincide with the renewal of the service providers' agreements. In the health care context, most service provider agreements have a three to five year term.
- Q7. Will the details of rebidding service providers be made public to Employees?
- A7. The details of the process are generally not made public. If the parties agree to change service providers, proper notification will be sent out to all affected Employees notifying them in advance of any such changes.

ROUTINE AND PREVENTIVE CARE – SIDE LETTER #3 (OPERATING CRAFTS)

- Q1. If an Employee schedules an appointment 30 or more days in advance and their provider reschedules the appointment to an earlier date, will they be allowed to attend the visit without being subject to any form of discipline under Carrier's attendance related policies?
- A1. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q2. What is the definition of routine and preventive medical care?
- A2. Routine services are defined as services that are not urgent or emergent in nature. They include identifying or evaluating a new condition or illness, routinely monitoring an already known condition, or providing treatment for a condition or illness. Routine care commonly referred to as preventive services include regular checkups, physicals, screenings, and other services designed to prevent an illness or condition from developing, including but not limited to ACA Preventive Health Services.

Q3. Are routine and preventive dental, vision, and hearing appointments considered routine and preventive medical care, as described in Side Letter #3?

A3. Yes.

Q4. If a Carrier requires documentation verifying that an exam took place, what documentation would be required?

A4. Specific details regarding documentation requested by a Carrier will be developed in the on-property implementation discussions required by Side Letter #3.

Q5. If an Employee cancels an unpaid scheduled day off contemplated in Side Letter #3, will it be deducted from the Employee's remaining number of allowed routine and preventive visits?

A5. No, as long as the Employee protects their assignment.

Q6. May an Employee use unpaid scheduled days off contemplated in Side Letter #3 for family members who require assistance attending routine and preventive visits?

A6. No, unless otherwise agreed by the Carrier.

Q7. Are excluded holidays in Side Letter #3 referencing those recognized in the National Agreement(s)?

A7. Yes, except where amended by on-property agreements.

Q8. If a healthcare provider only offers certain routine and preventive services on a Monday or Friday, will an Employee be allowed an unpaid scheduled day off to attend if they provide documentation stating such services are only available on those days of the week?

A8. Side Letter #3 requires that visits occur on Tuesdays, Wednesdays, or Thursdays, excluding holidays. However, in unique circumstances, accommodations may be made between the Carrier and the Employee or their Union Representative.

Q9. With respect to medical necessity for attending routine and preventive visits (e.g., preparation and/or recovery) will those days also be allowed, and will the cumulative period of absence be counted as one of the three (3) visits contemplated in Side Letter #3?

A9. Yes, specific details will be developed in the on-property implementation discussions as required by Side Letter #3.

Q10. With respect to ensuring that Employees are available to attend their scheduled routine and preventive visits, will Employees be allowed to lay off in advance, and if so, what is the allowed duration of the advance lay off?

A10. Yes. The duration of the advance lay off will vary depending on the assignment, and should be handled between the Carrier and the Employee or their Union Representative.

Q11. Will Employees be allowed to lay off outside of Tuesday, Wednesday, or Thursday if they are required to do so either for medical necessity or availability purposes (e.g., medically necessary preparation on Monday, for a Tuesday visit)?

A11. Yes, with appropriate medical documentation.

Q12. If a holiday precedes or follows the date of a scheduled routine or preventive visit and the Employee is required to lay off (either for medical necessity or availability purposes), will the Employee be allowed unpaid scheduled leave on those days?

A12. Yes, as long as the date of the visit does not fall on a holiday.

Q13. Will approved absences to attend routine and preventive visits be used to reduce the available FMLA hours earned/granted for the year?

A13. No, approved absences under Side Letter #3 do not impact the number of hours available to FMLA-eligible Employees.

Q14. If an Employee must lay off to attend a follow-up routine or preventive visit directly resulting from a previously allowed routine or preventive visit, will that absence be considered part of the original visit, or will it count against their remaining number of allowed visits?

A14. If the follow-up visit immediately follows the date(s) of the approved absence (e.g., Tuesday visit results in necessary imaging or lab testing the following day), accommodations may be made between the Carrier and the Employee or their Union Representative to extend the original visit to include the additional absence. Otherwise, a follow-up visit will be considered as a separate visit.

Q15. If an Employee is held at his or her away-from-home terminal for an unanticipated and/or inordinate amount of time that may inhibit them from attending a scheduled and approved preventive or routine visit, will the Carrier deadhead the Employee home to facilitate the visit?

- A15. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q16. Will consideration be given to allowing Employees fewer than 30 days advance notice for scheduling routine and preventive visits?
- A16. Accommodations may be made between the Carrier and the Employee or their Union Representative.
- Q17. If an Employee is transported to a medical facility via emergency transportation services, will that be considered a hospital admission not resulting in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?
- A17. If the Employee is admitted to the hospital, then it will not result in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance policy or guidelines.
- Q18. Regarding the issue of absences relating to surgeries not resulting in any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies, does this include non-emergency and/or outpatient surgeries?
- A18. Yes.
- Q19. What is the definition of the term "unassigned" noted in Paragraph 2 of Side Letter #3?
- A19. Regardless of Carrier terminology, all Employees working in rotating pool and extra board service (including combination road/yard extra boards), whether or not they have voluntary or mandatory rest days or assigned days off, are considered "unassigned" for purposes of Side Letter #3.
- Q20. If a routine or preventive visit is initially scheduled and approved as described in Side Letter #3, does the Carrier have discretion to withdraw their approval at a later date?
- A20. No.
- Q21. If a routine or preventive visit is cancelled and/or rescheduled by the Employee's provider after the Employee marks off to attend the visit, will the Employee be subject to any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?
- A21. No. However, the Carrier may require documentation verifying that the visit was scheduled as reported by the Employee and then cancelled by the provider after the Employee had marked off.

Q22. Are holidays referenced in Side Letter #3 referring to the actual day of the holiday, or the day the holiday is observed (if different from the day of the holiday)?

A22. Side Letter #3 refers to the day of the holiday (regardless of the day on which it is observed).

Q23. With respect to hospital admissions and surgeries, will Employees also be allowed unpaid time off for follow-up visits connected with the hospital admission or surgery (e.g., exams, physical therapy, lab testing, etc.) without being subjected to any form of disciplinary points, demerits or disciplinary citations under the Carrier's attendance related policies?

A23. For a follow-up visit, Employees may request to use one of the three (3) visits for routine and preventive medical care, as outlined in Side Letter #3.

Q24. Are Employees required to mark up after a routine or preventive visit as contemplated by Side Letter #3, or will they be automatically marked up at a specific time?

A24. This will be determined by the provisions of the on-property agreement governing mark up and mark off rules.

Q25. Is there a "cap" on the number of "hospital admissions and surgeries" covered by the 4th paragraph of Side Letter #3?

A25. No.

Q26. Will the routine and preventive visits described in Side Letter #3 be available to Employees in assigned service if their off days don't provide the opportunity to schedule appointments, on either assigned off days, for routine and preventive medical care visits?

A26. Routine and preventive visits described in Side Letter #3 do not apply to Employees in assigned service, unless otherwise agreed upon by the Carrier and the Union representative.

Q27. Will emergency dental or vision procedures qualify as absences relating to hospital admissions and surgeries?

A27. Yes. Emergency dental or vision procedures would qualify under Side Letter #3 if they require a hospital admission and/or surgery.

Q28. Do routine and preventive medical care occurrences as outlined in Side Letter #3 affect eligibility for Professional Performance Incentives (PPI) or any other attendance or performance based bonus?

A28. Unpaid absences related to routine and preventive care visits under Side Letter #3 will be handled in the same manner as other non-compensated absences, pursuant to the applicable on-property agreement, unless otherwise mutually agreed upon by the parties.

Q29. Are Employees in rotating pool and extra board service (see Q&A 20) who already have assigned rest days and those who already work under earned rest agreements (such as but not limited to the 4&2 work/rest cycle) entitled to the unpaid scheduled days off for routine and preventive visits as described in Side Letter #3?

A29. Yes.

Q30. If an Employee marks off sick, and then is admitted to the hospital or has surgery during the mark off, will the provisions of Side Letter #3 relating to hospital admissions and surgeries apply?

A30. Yes.

Q31. Can previous marks off be removed from an Employee's record? In other words, can the mark-offs identified in Side Letter #3 be removed retroactively?

A31. Side Letter #3 will become effective on the date the National Agreement is ratified, and will only apply to mark offs occurring on or after that date.

Q32. Once requested (at least 30 days prior), how long will the Carrier have to approve or decline requests for routine and preventive visits?

A32. Specific details regarding the timeline to approve or deny requests will be developed in the on-property implementation discussions required by Side Letter #3.

Q33. Are all train and engine service Employees covered under the provisions of Side Letter #3 relating to approved medical leaves of absence, and absences relating to hospital admissions and surgeries?

A33. Yes.

ARTICLE IV – PERSONAL LEAVE

Q1. If an Employee elects to use the additional paid day off on their birthday, can the day be denied if the Employee's birthday falls on a recognized holiday?

A1. No. The Employee will be awarded the day off, which will then be subject to the rules associated with scheduled vacation.

- Q2. In the above example where an Employee elects to use the additional paid day off on their birthday, which also falls on a recognized holiday, is the Employee entitled to claim holiday pay if they were scheduled to work, and/or would the Employee be entitled to observe the holiday the day after if the Employee's assignment is annulled due to the holiday?
- A2. Holiday qualification rules are not changed by this Agreement.
- Q3. If an Employee elects to use the additional paid day off on their birthday, will it be paid as a personal leave day or a single use vacation day?
- A3. It will be paid in the same manner as a daily vacation day, unless the Employee does not have sufficient service in the preceding calendar year to qualify for paid vacation; in which case, it will be paid at the applicable basic daily rate for their class of service.
- Q4. If an Employee elects to use the additional paid day off as a single use vacation day, how is the pay calculated?
- A4. It will be paid in the same manner as established daily vacation day rules.
- Q5. Can the Carrier force an Employee to use the additional paid day off when absent due to FMLA leave?
- A5. No.
- Q6. May Employees assigned to yard service or other classes of service elect to use the additional paid day off as a personal leave day, even if their assignment entitles them to holiday pay in lieu of personal leave days?
- A6. Yes, however, the Employee must be assigned to a personal leave day assignment when the day is observed. If the Employee is not assigned to a personal leave day assignment, the day will be converted to a single use vacation day unless the Employee elects to bank/carryover the day (subject to existing rules regarding the same). The mechanics of implementing this provision are subject to further on-property discussion.
- Q7. If an Employee elects to use the additional paid day off as a personal leave day, then the Employee is assigned to a job that does not receive personal leave days, will their personal leave day still be honored?

- A7. Yes, the time off will be honored, but the personal leave day will be converted to a single use vacation day.
- Q8. Will the additional paid day(s) off be provided retroactive to 2020? If so, will they be granted in the form of additional paid day(s) off, or will they be included in the Employees' retroactive pay? If included in retroactive pay, will they be paid at the applicable personal leave day rate, or the single use vacation day rate?
- A8. No. The additional paid day off will be provided starting in 2023.
- Q9. If the effective date of this Agreement is beyond the window for scheduling 2023 vacation, how will the 2023 additional paid day off be granted and calculated?
- A9. Employees who were not able to make an election during the 2023 vacation scheduling process will be given the opportunity to elect prior to the end of 2022 to use the additional paid day off on their birthday, provided the Carrier has fifteen (15) days' notice. If no election is made, they will be considered to have elected a single use vacation day. The mechanics of implementing this provision are subject to further on-property discussion.
- Q10. If a new-hire Employee with no previous year's earnings elects to use the additional paid day off as a single use vacation day, how will this pay be calculated?
- A10. It will be paid as a personal leave day, at the applicable rate.
- Q11. If an Employee elects to use the additional paid day off as a personal leave day, can it be carried over from year to year?
- A11. This will be handled in accordance with the on-property agreement(s) governing personal leave days.
- Q12. If an Employee elects to use the additional paid day off as a personal leave day, would compensation for that personal leave day be deducted from any monetary payments in the form of guarantee and/or performance bonuses?
- A12. This will be handled in accordance with the on-property agreement(s) governing personal leave days.
- Q13. If an Employee elects to use the additional paid day off on their birthday or as a single use vacation day, would receipt of pay for that day count for purposes of health & welfare eligibility?

A13. Yes.

Q14. Is the intent of Article IV to grant 1 additional paid day off for each year of the term of this Agreement, or will Employees continue to receive the additional paid day off beyond January 1, 2025?

A14. Beginning in 2023, Employees will receive 1 additional paid day off per calendar year in accordance with Article IV. This 1 additional paid day off per calendar year will continue each year until or unless a different Agreement is reached by the parties.

Q15. In the case of personal leave days, will the additional paid day off be subject to existing requirements for a certain number of starts in the preceding calendar year? In the case of daily vacation days and/or birthdays, will the additional paid day off be subject to existing vacation qualification requirements?

A15. No. The requirement to receive the additional paid day is to perform compensated service at any time in the year in which the additional paid day off will be used.

Q16. How will the additional paid day off be bid during the previous year's vacation scheduling and what restrictions will be placed on it being awarded? Can it be used any time during the year or only as late as the Employee can hold?

A16. This will be handled in accordance with the on-property agreement(s) governing personal leave days or single use vacation days, as applicable.

Q17. Is there a penalty if the Carrier denies the additional paid day?

A17. This will be handled in accordance with the on-property agreement(s) governing personal leave days, single use vacation days, or scheduled vacation, as applicable.

Q18. If an Employee elects to observe the additional paid day off on their birthday under Article IV, paragraph (c), will the time off be automatically approved?

A18. Yes, subject to rules associated with scheduled vacation.

Q19. If an Employee elects to use the additional paid day off on their birthday under Article IV, paragraph (c), then they are working an assignment that provides that day off, will they have the option to change their additional paid day off back to a Personal Day or Daily Vacation and use it at a later date?

- A19. No. The election on how to use the additional paid day off must be made during the prior year's vacation scheduling process.
- Q20. If an Employee's birthday falls on their assigned rest day(s), who decides whether they observe their additional paid day off under Article IV, paragraph (c) before or after those rest day(s)?
- A20. This will be subject to existing rules associated with scheduled vacation.

ARTICLE V – SCHEDULED DAYS OFF

- Q1. May a General Committee's proposal include multiple versions of voluntary assigned days off rather than a single system (e.g., a proposal that gives Employees in unassigned pool service the choice between a 6 and 3, 11 and 4, 4 and 1, and/or a 6 and 2 work/rest cycle, versus a proposal that gives them 5 and 2 only)?
- A1. General Committees may serve Notices proposing such agreements, which would then be subject to the on-property bargaining, ratification, and/or binding arbitration provisions of Article V, except as limited by Side Letter #5.
- Q2. If the parties are unable to reach a ratified agreement on assigned days off within 180 days of the initial Union Notice, may the parties extend the 180-day period by mutual agreement?
- A2. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article V, except as limited by Side Letter #5.
- Q3. After implementation of a voluntary assigned days off agreement, may either party serve additional Notices pursuant to Article V?
- A3. No, except by mutual agreement.
- Q4. Will the Union be permitted to serve Notice on the Carrier of its desire to establish rules for voluntary assigned days off for extra boards (including combination road/yard extra boards, if applicable,) covering thru freight road service?
- A4. Yes, pursuant to the timeline in Article V, except as limited by Side Letter #5.
- Q5. Will observing voluntary assigned days off result in a deduction of monetary guarantees, in situations where pools and/or extra boards provide such guarantees?
- A5. This will be subject to on-property bargaining in accordance with Article V, except as limited by Side Letter #5.

- Q6. How will the number and frequency of scheduled days off be determined?
- A6. Scheduling and frequency is subject to on-property negotiations as outlined by Article V, except as limited by Side Letter #5.
- Q7. Does Article V apply to extra boards?
- A7. Article V applies to all thru freight road service, including extra boards that protect thru freight road service.
- Q8. Does the Union's Notice under Article V of this Agreement have to represent all locations under the jurisdiction of the General Committee of Adjustment, or can it be done by individual location(s)?
- A8. The General Committees of Adjustment may serve Notice(s) on a General Committee wide basis. However, nothing prevents the General Committees from including location-specific proposals in the Notice.
- Q9. Where agreements are reached pursuant to Article V, will observing voluntary rest days be mandatory or optional?
- A9. Where voluntary rest days are included in an agreement reached under Article V, observing these rest days will be subject to the terms of the applicable agreement. To the extent the agreement results from interest arbitration, the parties agree that Article V does not permit an arbitrator to impose mandatory days off.
- Q10. Will assigned days off begin and end at the same time?
- A10. This will be subject to on-property bargaining in accordance with Article V, except as limited by Side Letter #5.

ARTICLE VI – AUTOMATED BID SCHEDULING

- Q1. If the Carrier elects to serve Notice to the Union of its desire to establish automated bid scheduling rules, is their Notice limited to the items specifically listed in Article VI, or may they serve Notice on other work rules?
- A1. The Carrier may serve a Notice to implement the Automated Bid Scheduling agreement described in (a) – (d) of Article VI as limited in Side Letter #5, and, in doing so, may identify any Carrier-specific implementation matters that it believes must be addressed in connection with such

implementation. However, there is nothing that precludes the parties from bargaining over additional work rules, provided that there is mutual agreement to do so.

Q2. After implementation of an automated bid scheduling agreement, may the Carrier serve additional Notices pursuant to Article VI?

A2. No, except by mutual agreement.

Q3. If the parties are unable to reach a ratified agreement on automated bid scheduling rules within 180 days of the initial Carrier Notice, may the parties extend the 180-day period by mutual agreement?

A3. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article VI.

Q4. In situations where existing on-property vacation agreements provide weekly/block vacation rules that begin and end at times other than 12:01 a.m. and 11:59 p.m., will those established rules remain in effect and not be subject to Notices served by the Carrier pursuant to Article VI?

A4. Article VI(d)(2) is intended to permit the parties to agree to vacation begin and end times other than 12:01 a.m. and 11:59 p.m., subject to the ratification and binding arbitration rules provided for in Article VI, except as limited by Side Letter #5.

Q5. Regarding Article VI(a)(3) which places responsibility on the Employee to access the Carrier's system to determine if their assignment has changed, will the Carrier also send notifications to Employees if and/or when their assignments change?

A5. This will be determined by existing on-property agreement(s), or will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, as limited by Side Letter #5.

Q6. Upon returning from weekly/block vacation, how will Employees be placed to assignments?

A6. This will be determined by the provisions of the existing on-property agreement(s), or will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, as limited by Side Letter #5.

Q7. In situations where existing on-property vacation agreements provide the opportunity for weekly/block vacation to be taken outside of the prescribed weekly/block vacation dates and times

and/or coincide with assigned rest days, will those established rules remain in effect and not be subject to Notices served by the Carrier pursuant to Article VI?

- A7. Such agreements will be subject to Carrier Notices pursuant to Article VI, as limited by Side Letter #5, and subject to the ratification and/or binding arbitration provided for in Article VI.
- Q8. Where automated bid scheduling agreements are implemented pursuant to Article VI, will the Union be provided the opportunity to review bids and awarded assignments after the agreed upon date for the close of bidding, prior to the agreed upon adjustment date?
- A8. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.
- Q9. If an Employee does not submit a sufficient number of job selections to ensure placement on any assignment or if they are not placed on any assignment due to seniority, how will they be handled?
- A9. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.
- Q10. Is the intent of Article VI to eliminate the opportunity for Employees to bump and displace each other (where applicable)?
- A10. Automated bid scheduling agreements are intended to amend existing agreements that provide for bumping and displacements and will be subject to on-property bargaining in accordance with Article VI, except as limited by Side Letter #5. Placement of Employees onto assignments will continue to be governed by the Employees' seniority, qualifications, and job preferences.
- Q11. Is the intent of Article VI to eliminate extra boards?
- A11. No.
- Q12. What will happen when Employees are awarded and placed on a new assignment with a scheduled start time, and they are observing federally mandated rest at the on-duty time of that assignment?
- A12. Federally mandated rest, including RSIA unavailability, must be observed. However, the determination as to if/when the Employee should report for duty upon becoming rested will be governed by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.

- Q13. If an Employee subject to automated bid scheduling works into his or her weekly/block vacation, will that vacation be extended or will this time be lost?
- A13. This will be determined by the provisions of the on-property agreement(s) reached pursuant to Article VI, except as limited by Side Letter #5.
- Q14. If a Carrier serves Notice to the Union under Article VI, will they be served on a property-by-property basis, or a system wide basis?
- A14. Carriers may choose to serve such Notices on either basis.
- Q15. Does Article VI give the Carrier the right to implement the Automated Bid Scheduling on any trial/test basis, or must this be negotiated?
- A15. It must be negotiated and ratified, or arbitrated in accordance with the provisions of Article VI, except as limited by Side Letter #5, unless the parties mutually agree otherwise.

ARTICLE VII – POOLS AND EXTRA BOARD

- Q1. If the Carrier elects to serve Notice to the Union of its desire to implement pool and extra board rules, is their Notice limited to the items specifically listed in Article VII, or may they serve Notice on other work rules?
- A1. The Carrier may serve a Notice of its intent to implement some or all of the items listed in Article VII, except as limited by Side Letter #5, and, in doing so, may identify any Carrier-specific implementation matters that it believes must be addressed in connection with such implementation. However, there is nothing that precludes the parties from bargaining over additional work rules, provided that there is mutual agreement to do so.
- Q2. Where a self-supporting pool is implemented pursuant to Article VII, will Employees on those assignments be expected to protect assignments outside of that self-supporting pool?
- A2. No, except in the normal course of vacancy procedures/running calling decisions, as authorized by existing agreements, or by mutual agreement.
- Q3. After implementation of pool and extra board agreements, may the Carrier serve additional Notices pursuant to Article VII?
- A3. No, except by mutual agreement.

- Q4. If the parties are unable to reach a ratified agreement on pool and extra board rules within 180 days of the initial Carrier Notice, may the parties extend the 180-day period by mutual agreement?
- A4. Yes, with the understanding that beyond the initial 180-day period either party may declare an impasse and invoke the arbitration provisions of Article VII, except as limited by Side Letter #5.
- Q5. If the Union elects not to serve Notice under Article V and the Carrier elects to serve Notice under Article VII(a) and/or (b), will the provisions of (c)(1) ensure that the affected Employees are provided with one or more of the items listed in (c)(1)(a) – (c)?
- A5. Yes.
- Q6. Under Article VII(c)(1)(a), may a Carrier propose an opportunity for Employees to observe rest outside the requirements of the RSIA that includes assigned days off?
- A6. Yes, pursuant to Article VII(c)(1)(a).
- Q7. May Article VII(c)(1)(b) provide the opportunity for Employees to trade assignments for a single tour of duty, for the entire duration or the remaining portion of an automated bid cycle (where such rules are in effect), or both?
- A7. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q8. May Article VII(c)(1)(b) provide the opportunity for Employees to trade road and yard assignments?
- A8. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q9. May Article VII(c)(1)(b) provide the opportunity for Employees to trade assignments between crafts, provided that both crafts are covered by such agreement(s) and the involved Employees are qualified in the respective crafts?
- A9. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.
- Q10. Are assignment trades under Article VII(c)(1)(b) subject to prior review and/or approval by anyone other than the involved Employees, and if so, who?

A10. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.

Q11. When trading assignments under Article VII(c)(1)(b), will the involved Employees be limited in their abilities depending on their availability status?

A11. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.

Q12. Where self-supporting pools are established pursuant to Article VII, will those pools include a monetary or mileage guarantee?

A12. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.

Q13. What will be the basis for determining pool and extra board staffing?

A13. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.

Q14. Will Article VII result in elimination of foot-of-the-board provisions of existing agreements (where already in effect)?

A14. This may be determined by the provisions of the on-property agreement(s) reached pursuant to Article VII, except as limited by Side Letter #5.

Q15. Is the intent of Article VII to create multi-directional pools?

A15. No.