

AGREEMENT

Between

PACIFIC HARBOR LINE, INC

and

Its Employees Represented By

BROTHERHOOD OF LOCOMOTIVE  
ENGINEERS and TRAINMEN

as amended September 20, 2020

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## ARTICLE 1

### GENERAL PRINCIPLES

A. The parties to this Agreement agree that the fundamental objective of the railroad, its management and employees is to provide service to its customers in the most efficient manner. Accordingly, the parties agree that in interpreting and implementing this Agreement, paramount emphasis shall be placed on interpretations that enhance providing efficient service to customers.

B. This Agreement is intended to be based on cooperation and as such is a fundamental restructuring of the long-standing pattern of labor agreements in the railroad industry.

C. In pursuit of the goals stated in sections A and B above, it is the intention of the parties to provide a working environment in which all Employees are given the opportunity and responsibility to understand, obtain experience in and maintain proficiency in all areas of the Company's service to its customers, consistent with their abilities.

D. In the event that any Federal or state legislation, governmental regulations or court decisions cause invalidation of any portion of this Agreement, such term or provision shall be void and of no effect. All other terms and conditions of this Agreement shall remain in full force and effect.

E. These rules will govern the persons employed in the positions described in Article 3 of this Agreement.

F. The right to make and interpret contracts covering rates, rates of pay and working conditions on behalf of employees covered by this Agreement shall be vested in the regularly constituted General Committee of the Union.

G. Where the term Union appears herein, it shall be understood to mean the duly elected Officers or General Committee of the Brotherhood of Locomotive Engineers and Trainmen (“BLET”). Where the term Representative appears, it shall be understood to mean the duly accredited representative of the BLET. Where the term Company appears herein, it shall be understood to mean Pacific Harbor Line, Inc. (“PHL”). Where the term, “designated Company Officer” appears, it shall mean the officer of the Company who has been designated, by the Company, to handle such specific matters.

H. The use of the term “Employee” shall mean all employees working under this Agreement. When a specific job is identified in a rule, the rule will apply to only that job.

I. The provisions herein will be applied without discrimination based on race, color, creed, religion, national origin, age, sex, disability, marital status, sexual orientation, citizenship status or any other characteristic protected by law.

J. This Agreement shall constitute a Labor Agreement between the Company and the Union and shall be uniformly applied to all employees collectively, except where otherwise specifically provided herein.

## **ARTICLE 2**

### **QUALITY OF WORK LIFE**

PHL recognizes the value of improving the quality of its employees’ work life by providing time off, subject to effective workforce utilization. Therefore, committees of management and labor representatives shall meet on any subject matter mutually agreeable to facilitate and maintain a safe, efficient operation consistent with principles as specified in this Agreement. The parties hereto shall meet periodically, not less than once per year, to review jointly this Agreement and the application thereof.

## ARTICLE 3

### POSITIONS-DEFINITIONS

#### A. Engineer

(1) An Engineer shall operate locomotive engine(s) and remote-control devices used to operate locomotive engine(s) and trains in all types of revenue freight and passenger train operations performed by the Company. All such positions will be filled from the Engineers' roster.

(2) Except in emergency situations, when a certified Extra Board Engineer is not available, and in work or wreck train service, it is understood that the duties and responsibilities of Engineers will not be assigned to persons not holding seniority on the Engineers' roster. If a new type of locomotive or other mode of power is placed in service by the Company, Engineers will be instructed in the operation of the new type of equipment and will be used to operate it.

(3) Engineers shall also perform other tasks including supervising Assistant Engineers in train operations; coupling and uncoupling cars; inspecting cars and locomotives; throwing switches; locking and unlocking derails; opening and closing gates; coupling and uncoupling air hoses; relieving other employees; non-maintenance servicing and supplying locomotives; training Assistant Engineers to be certified Engineers; receiving train orders and/or track warrants; operating company vehicles; performing brake tests; assisting other Engineers, receiving, delivering and/or transmitting waybills, car placement information, bills of lading, switch lists and other data; contacting customers and other duties as assigned.

(4) It is understood that, with the exception of duties requiring an FRA certified engineer, any of the above-named duties may be performed by others when necessary or appropriate to the efficient performance of service to the Company's customers.

(5) While on duty, the Engineer shall be in charge of the locomotive consist and shall be responsible for the safe and efficient operation of the locomotive consist and the cars or train to which coupled. The Engineer will be in charge of the crew's proper performance of its assigned duties. All persons occupying the locomotive consist, except Company officials, shall obey the instructions of the Engineer in connection with the safe and efficient operation of the locomotive consist and cars or train.

B. Assistant Engineer

(1) An Assistant Engineer holding FRA certification as an Engineer may operate locomotives and any Assistant Engineer holding certification for his/her craft shall operate all types of revenue freight and revenue passenger trains on all rail lines of the Company. Assistant Engineers shall also perform other tasks including coupling and uncoupling cars; inspecting cars and locomotives; throwing switches; locking and unlocking derails; opening and closing gates; coupling and uncoupling air hoses; relieving Engineers; receiving train orders and/or track warrants; operating Company vehicles; performing brake tests; assisting other Engineers; delivering and/or transmitting waybills, car placement information, bills of lading, switch lists and other data; training other Assistant Engineers; contacting customers; and other duties as assigned by the Company that are not otherwise included in the job bulletin, including duties assigned by the Engineer. An Assistant Engineer may be assigned to operate a vehicle to assist Company crews or the crews of foreign railroads operating on Company property.

(2) It is understood that, with the exception of duties requiring an FRA certified engineer, any of the above-named duties may be performed by others when necessary or appropriate to the efficient performance of service to the Company's customers.

(3) It is the intent of the parties that all Assistant Engineers will become FRA certified Engineers.

C. M of W Foreman/Inspector

Shall undertake any and all tasks as assigned by the Company associated with the inspection, maintenance and repair of track, roadbed, right of way, crossings, utilities, bridges, buildings, including but not limited to supervising M of W workers, operating Company vehicles, track machinery, and work equipment and perform such administrative duties as preparing and filing inspection reports, maintaining material inventory and records relating thereto, and other duties as may be assigned. Articles 10 and 11 will not apply in filling this position.

D. M of W Worker

Shall undertake any and all tasks as assigned by the Company associated with the inspection, maintenance and repair of track, roadbed, right of way, crossings, utilities, bridges, buildings, including without limitation, operating Company vehicles, track machinery and work equipment, and perform such administrative duties as preparing and filing inspection reports, maintaining material inventory and records relating thereto, and other duties as may be assigned.

E. It is understood that the Company may contract out all or part of the work related to maintenance, inspection, repair and/or upgrading of tracks, roadbed, right of way, crossings, utilities, structures, bridges, signal, culverts, switches, and any related items.

**ARTICLE 4**

**COMPENSATION - RATES OF PAY**

A. Engineers and Assistant Engineers (Certified per FRA regulations)

(1) Except as otherwise provided for herein, the daily rate of pay applicable to Engineers or Assistant Engineers shall constitute the minimum daily payment for any single tour of duty up to eight (8) hours. As of the effective date, the daily rates of pay shall be increased by 2.5% and shall be as follows:

<u>POSITION</u>	<u>DAILY</u>
Engineer	\$242.88
Asst. Engineer (Certified as Engineer)	\$242.88
Asst. Engineer (A.E. Certified only)	\$215.28

(2) Upon the effective date of this Agreement, Engineers and Assistant Engineers who work more than eight hours a day will be paid at the rate of time and one-half for such work. Engineers and Assistant Engineers who work a sixth consecutive day during the work week shall be paid an additional forty dollars (\$40) for each such start.

(3) Where an hourly rate is required for the application of an article of this Agreement, the current, applicable daily rate of pay will be divided by eight (8).

(4) The rates of pay shown above will be increased as follows;

- a. First pay period after effective date +1 yr 2.5 percent
- b. First pay period after effective date +2 yr 2.5 percent
- c. First pay period after effective date +3 yr 2.5 percent
- d. First pay period after effective date +4 yr 3.0 percent



B. M of W Foreman/Inspector and M of W Workers

As of the effective date, the daily rates of pay shall be increased by 2.5% and shall be as follows:

- (1) M of W Foremen will be paid a daily rate of \$199.42.
- (2) M of W Workers will be paid a daily rate of \$174.00.
- (3) These daily rates are based on a 5-day work week, which shall, to the extent possible consistent with the needs of the service, be shifts of not less than eight (8) hours per day,
- (4) M of W Foremen and M of W Workers will be paid the overtime rate after having performed 40 hours of compensated service in a work week, and double time for any work performed on Sunday.
- (5) The overtime rate per hour will be 1.5 times the weekly rate, divided by 40, the double rate per hour will be 2.0 times the weekly rate divided by 40.
- (6) The rates of pay shown above will be increased as follows:
  - a. First pay period after effective date +1 yr 2.5 percent increase
  - b. First pay period after effective date +2 yr 2.5 percent increase
  - c. First pay period after effective date +3 yr 2.5 percent increase
  - d. First pay period after effective date +4 yr 3.0 percent increase

## ARTICLE 5

### NEW EMPLOYEES

A. Except where an employee has prior railroad experience doing the work for which the employee is hired, and the experience terminated no more than 12 months prior to the employee being hired by the Company, during an employee's probationary period, an operating employee shall be paid at the daily rate of not less than \$175. Maintenance of way employees shall be paid at 80% of their basic rates. The Company has the right to pay in excess of these rates if it determines it to be necessary for recruitment.

B. The provisions of paragraph A will not apply once an Employee successfully completes the Company's requirements for becoming an FRA certified Engineer.

C. For a time not to exceed 180 days from the date on which an Employee establishes seniority as an Engineer or Assistant Engineer, it will not be a violation of this Agreement if the provisions of Article 9, 10, 11 and 12 are modified at management's sole discretion, to require such new Employees to be assigned to certain positions and/or crews.

## ARTICLE 6

### PROBATIONARY PERIOD

A. Applications for employment may be rejected and Employees terminated at any time, for any reason, within 180 days after a seniority date is established, without application of other provisions of this Agreement. For Employees who perform no service for 10 or more days, the same number of days will be added to extend the 180-day probationary period.

B. After the 180-day period, an Employee will not be terminated or disciplined by the Company for furnishing incorrect information in connection with an application for employment or for withholding therefrom unless the information involved was of such a nature that the Employee would not have been hired if the Company had had timely knowledge of it.

## **ARTICLE 7**

### **TRAINING EMPLOYEES**

A. Employees may volunteer to be Instructors to assist the Company with training student assistant engineers. The Company may select those it deems qualified to be Instructors from the pool of volunteers and may add, subtract or change the individuals selected from time to time. Instructors, when instructing student assistant engineers will work as assigned by the Company. Instructors, when instructing, will earn a payment of \$25 in addition to the basic daily rate for each shift worked as an Instructor.

B. A student is defined as an Employee not yet promoted to assistant engineer.

C. All engineers who train student engineers for certification purposes will be paid \$25 in addition to their regular basic day, while training.

D. In the event that technology requires additional training be provided to Employees, the Company may establish a trainer position (or positions) from among the Employees. These positions shall be bulletined and shall be effective for a period of one (1) year. Once the position is awarded to the qualified bidder, the position shall not be subject to displacement or the job bid system. The qualifications for the position shall be determined by the BLET General Chairman and Company President. The position will be awarded to the most qualified bidder. When qualifications are equal, seniority shall prevail. Work as a trainer, which may include classroom and/or field training, shall be performed in minimum increments of five (5) days, although the Company may use the trainer in less than five-day increments as the need arises.

E. Nothing in this Article may be construed to restrict the Company from using FRA certified persons other than Employees as Instructors or engineer trainers.

## **ARTICLE 8**

### **SENIORITY**

A. The seniority of Employees shall date from the time they begin their first tour of duty.

B. At any time that more than one person becomes qualified on the same date, their respective positions on the seniority roster shall be based on a random draw of the names of those persons by a designated Company Officer.

C. Seniority rosters shall be posted on the bulletin board in January of each year. Union representatives shall be furnished a copy.

NOTE: A time limit of sixty (60) days from date of posting is hereby fixed to appeal changes to the rosters made from the rosters of the prior year. If sixty (60) days has elapsed without any protest having been filed in such case, roster protests cannot be made by the Union, the Employee(s) or the Company.

D. Employees leaving the service of the Company shall, upon request, be given a service letter signed by the designated Company Officer showing the time of service and the capacity in which employed.

E. When a vacancy as Engineer or Assistant Engineer exists, certified Employees working in other positions may be required to fill the vacancy. Any employee moved from their original assignment shall be entitled to a \$100 penalty claim, once per day, except for the following:

- A certified engineer, working as an assistant engineer, moved to the engineer position on the same job.
- Any employee moved from any position or assignment for the sole purpose of recertification. (a 24-hour advance-notice shall be given to the employees being moved. The employee may elect to postpone the request but must complete it within 7 days of the initial request). The Company's entire railroad system at the Ports of Long Beach and Los Angeles shall constitute a single seniority district over which Employees may exercise their seniority to positions, subject to the provisions contained herein.

F. Any employee who has been or, in the future, is promoted to an official, supervisory, or exempted position with the Company or within its parent, Anacostia Rail Holdings and holds seniority in the craft or class represented by the BLET who elects to retain seniority within the craft or class represented by BLET will have thirty (30) days from the effective date of this Agreement (or from his/her promotion date in the future, whichever is applicable), to pay a fee equal to the total combined current monthly membership dues to the BLET local committee of adjustment. Thereafter, the employee shall continue to accumulate seniority so long as the employee continues to pay the monthly fee. In the event the employee elects not to pay the required fee, the BLET shall notify the designated Company officer with a copy to the employee involved. If such promoted employee does not fully remedy his monthly fee delinquency and is found not to have complied with the provisions of this Article, the employee shall relinquish all seniority in the craft or class represented by BLET.

The Carrier will notify the BLET General Chairman, in writing, when an employee holding seniority in the craft or class represented by the BLET accepts any official, supervisory or exempted position with the Company or within its parent, Anacostia Rail Holdings.

## ARTICLE 9

### CREW REQUIREMENTS

A. The crew of all engine crew assignments shall consist of not less than one (1) Engineer and one (1) Assistant Engineer. In cases where remote control technology is used, the crew shall consist of not less than one Engineer.

B. The provisions hereof are minimum requirements and are not intended to preclude the Company from using additional personnel as it may in its sole discretion deem necessary.

## ARTICLE 10

### JOB BID SYSTEM

A. The bidding and selection of permanent vacancies will be accomplished in accordance with this Article.

(1) Job Bulletins will be posted at a minimum of every two weeks, opening on the Thursday of pay day week and closing on the following Monday at 1201.

(2) The Company may bulletin Engineer (s) and Assistant Engineer (s) or Engineer 1 (seat) and Engineer 2 (ground), jobs to work 5 days or 6 days per week in accordance with hours of service federal requirements. Jobs bulletined as 6-days will work the 6<sup>th</sup> day at the Company discretion.

B. Bulletins shall include the following information, where applicable:

- Starting time(s).
- Days off.
- Days of assignment.
- Closing time of bulletin.
- Location where bids are to be received.

- Date assignment is to take effect.
- Assignment or job ID

(1) Successful job applicants will be notified by posting online and at Berth 200 and shown on assignment of job bulletin. Assumption of the permanent vacancy may be delayed for hours of service rest requirements upon request consistent with the needs of the parties. Only one (1) job bid sheet will be effective at any given time, that being the most recent sheet on file. Job bid sheets may be filed in the Berth 200 office in the Job Bulletin Box where they will be dated, and time stamped by the employee prior to filing, or alternatively they can be faxed or emailed to Berth 200 ([phltrainmaster@anacostia.com](mailto:phltrainmaster@anacostia.com)) where they will be dated, time stamped and filed by the Company. Desired changes in job bid will be valid only when submitted on a new form which must be dated and stamped as above. No changes (erasures, deletions, or additions) may be made except by submitting a new job bid sheet.

(2) Employees may bid any job consistent with bulletins posted and their seniority and qualifications.

(3) Starting time may be adjusted by the Company by up to 2 hours without re-bulleting, subject to notice to employees at least 10 hours prior to the start of the assignment by mutual agreement. Except in situations that the Company determines are emergencies, any change in the starting time by more than two (2) hours, day(s) off, days of the assignment will constitute a change in the job and will require the job to be bulletined as a new assignment for the four (4) day period. The employee(s) on the job may elect to remain on the job during the bulletin period if job is not abolished. If abolished, employee will be given a displacement bump.

C. Employees who do not have access to bulletin(s) due to authorized leave shall be allowed to submit a timely displacement bump upon return from leave for any position bulletined during the period of the employee's absence. Such displacement must be made before performing any service. Except for employees on authorized leave, employees shall be considered as having access to a bulletin once the bulletin is posted at Berth 200 and online.

D. Any employee who is left with no assignment as a result of not earning a position through a job bid or failed to place a bid sheet will, upon completion of legal rest, be assigned at the discretion of the Company.

E. When assignments are annulled for any reason, employees may exercise their seniority as if they had been involuntarily bumped under Article 10 (B)(3).

## **ARTICLE 11**

### **DISPLACEMENTS**

A. Each Engineer and Assistant Engineer may exercise seniority to a position held by a junior employee, at their own discretion, twice a year (*i.e.* a "seniority bump"). These bumps may not be carried over the following year. Employees exercising a seniority bump will remain on their current position until such time that the employee being displaced has been notified. The employee may not bid back to the job, regardless of position vacated, until the second bid cycle or later following the seniority bump. This does not preclude the use of a second seniority bump or a displacement bump.



B. When an employee is involuntarily bumped, the employee displaced will have 12 hours from their tie-up time if notified while on duty, or 12 hours from the time notification was made if not on duty, to displace on to any job their seniority will allow for which the employee is qualified, including vacant or “no bid” jobs. Employees who fail to exercise a displacement bump will be assigned at the discretion of the Company. Any employee making a displacement bump onto a job requiring to be posted at the next job bulletin cycle and who fails to win a bid, will be required to use a seniority bump or will be assigned at Company’s discretion.

C. Employees placed on positions will be required to report for the new job at the next starting time of the assignment after being notified, provided they are rested. This period may be extended upon request, consistent with the needs of the parties.

D. Employees on vacation are responsible, within four hours of their first tour of duty start time, to verify they have not been displaced. This can be done online or by contacting an on-duty trainmaster.

E. If an employee has failed to bid onto an open bulletined vacancy, after being given advance notice of the abolishment of his/her position, the employee may not subsequently bump onto one of those positions until it has once again been bulletined.

## **ARTICLE 12**

### **FILLING OF PERMANENT & TEMPORARY VACANCIES**

A. Permanent Vacancies. Permanent vacancies shall be defined as any newly established assignment or a vacancy known to be in excess of thirty (30) days.

(1) Permanent vacancies shall be advertised by bulletin for four (4) calendar days on Company bulletin boards, as provided in Article 10 of this Agreement.

(2) When no bids are filed for an Engineer's permanent vacancy, such vacancy shall be filled by forcing the junior qualified engineer working as an assistant engineer.

(3) When no bids are filed for a permanent vacancy of Assistant Engineer, the vacancy shall be filled by force assigning the junior unassigned Assistant Engineer; if none, then the assignment will remain vacant and will be filled by the extra board.

B. Temporary Vacancies. Temporary vacancies are those occurring due to illness, injury, vacation time of any length or other reasons, the term of which is not expected to exceed thirty (30) calendar days or is unknown to the Carrier.

(1) Temporary Engineer vacancies, if they must be filled, shall be filled by a rested Engineer on an extra board established under Article 13. If none, then by the Assistant Engineer on the job, if the employee is a certified engineer. If the Assistant Engineer is not a certified engineer, then the job will be filled by a qualified Engineer working as an Assistant Engineer who will be in a position to provide the least amount of service disruption to the customer. Please refer to Article 8E for applicable penalty claim.

(2) Temporary vacancies of Assistant Engineers, if they must be filled, shall be filled from the extra board. If there is none, they shall be filled by the junior, qualified Employee working another position with the Company under this Agreement.

(3) Additionally, for both Engineer and Assistant Engineer vacancies, known vacancies of five (5) or more days, may first be filled by the senior employee on the extra board making application. If no extra board employee makes application for such vacancy, the position will be filled by the extra board. The "hold down" on the vacancy shall become effective on the first workday of the vacancy and end on the last workday of the vacancy. When vacancies of unknown duration reach the sixth (6<sup>th</sup>) day, they too may be filled by the senior extra board

employee making application or force assigned to the junior qualified employee on the board. At its discretion, the Company may increase or decrease the number of hold downs but shall maintain a minimum of 1 per position (engineer and assistant engineer). Extra board employees who exercise seniority or are assigned to a temporary vacancy as described above, can be displaced from the position by a displacement bump (regardless of seniority) or job bulletin. The employee displaced by any of the above will return to their permanent extra board position. Each Hold down will be awarded weekly to the senior employee on the engineer and assistant engineer extra boards making application no later than Friday at 1200 hours the week before the upcoming vacancy. Hold downs apply on Monday through Sunday of the following week after which they will return to the extra board. Application must be time stamped and placed in the job bid box at Berth 200. It is the responsibility of the employee, making the application, to verify the status of his/her request prior to the start of the new assignment.

(4) Temporary MofW Inspector/Foreman vacancies may be filled at the Company's option by (i) the senior qualified MofW worker or (ii) be left vacant. Temporary vacancies of MofW workers may at the Company's option be left vacant.

(5) It is understood that the temporary Employee will be relieved when the regularly assigned Employee marks up and is available for service.

## **ARTICLE 13**

### **EXTRA BOARD**

A. The Company may establish, increase, decrease or abolish an extra board for Engineers and an extra board for Assistant Engineers, as it from time to time deems appropriate. If two separate extra boards are maintained, certified Engineers will not be placed on the extra board for Assistant Engineers. Extra board positions will be assigned by job bulletin as defined by Article 10.

B. RCL engineer qualifications will be identified on the extra board.

C. The extra board shall operate on a first-in, first-out basis, except when RCL engineer qualifications are required.

D. Extra board Employees shall be called for service between 2.0 and 2.5 hours before the time required to report for duty.

E. Employees on an extra board will be compensated a minimum pay of 11 times their basic daily rate per 14-day pay period, provided they are available for at least 11 starts within the same pay period. For each call missed or layoff (beyond the number of personal leave days acquired for the calendar year) by an extra board Employee in a pay period, the minimum payment shall be reduced by one-eleventh (1/11). Extra board Employees will be paid the rates shown in Article 4, for the service performed.

F. Extra board Employees will have time off in accordance with federal hours of service requirements.

G. Any employee held in service on the extra board in order to protect an anticipated vacancy while available and rested shall be entitled to a \$100 penalty claim, once per day.

H. Extra board Employees who are unavailable due to a missed call, shall be placed last out on the board to which assigned.

## **ARTICLE 14**

### **REDUCING FORCES**

A. When forces are reduced, Employees shall be furloughed in reverse order of seniority.

B. When an Employee is furloughed, it shall be the Employee's responsibility to file his/her telephone number and current mailing address with the appropriate Company Officer and Union, and to immediately apprise the Company of any changes in either his/her phone number or mailing address.

C. When forces are restored, Employees shall be returned to service in seniority order, subject to being qualified for the job needed. Recall letters shall be sent to the last known address by U.S. Postal Service, Certified Mail, Return Receipt Requested. An Employee recalled to service shall be expected to contact the Company Human Resource office by phone within three days of receipt of the recall letter to schedule a date of return, which shall be within 15 days of receipt of the recall letter, unless the Company permits a longer period due to special circumstances. Failing to contact the Company after receipt of the recall letter or return to duty when scheduled shall automatically terminate all seniority rights and end the employment relationship. An Employee so terminated may make an appeal under Article 20 D, setting forth all of the facts and supporting evidence for why he should be reinstated.

## **ARTICLE 15**

### **ABOLISHMENT AND BLANKING OF ASSIGNMENTS**

When assignments are to be abolished or blanked on days other than the holidays named in Article 25, assigned Employees shall be notified no later than the end of the job's preceding

tour of duty, except in emergency conditions such as, but not limited to, derailment, movable bridge failure, strikes, fire, or Act of Providence (flood, storm, etc.). Provision set forth in Article 12A shall apply if the abolishment or blanking exceeds 30 days.

## **ARTICLE 16**

### **CALLING**

A. Employees in all classes of service not having a specified on-duty time will be called between 2 to 2.5 hours in advance of the on-duty time.

B. Employees will be responsible for maintaining a telephone and for providing the Company with up to two telephone numbers where they can be called for service.

C. In case of emergency or unforeseen circumstances, if an extra Employee is needed on shorter notice and the first out Employee informs the Company that he/she cannot respond within the required time, then the next employee who stands to be called may be called without penalty. Those employees unable to accept a short call shall not lose their position on the list.

## **ARTICLE 17**

### **CALLED AND NOT USED**

A. Employees who are called for service and report for duty and are then released prior to performing service will be paid four (4) hours at the applicable rate of the assignment for which called. Such Employees will retain their first-out position on the extra board.

B. Employees called for service may be used to perform work other than the assignment for which they were originally called. Please refer to Article 8E for applicable penalty claim.

C. Employees called for service and later notified before leaving their residence that the call is canceled, will be allowed two (2) hours' pay and remain first out.

## **ARTICLE 18**

### **ENGINES**

A. This Agreement shall not require the use of cabooses on trains. Engines shall be equipped with sanitary drinking water and ice. Engines shall be equipped with adequate, comfortable and individual seating that is equipped with arm rests.

B. Engines shall be cleaned and supplied. Employees occupying engines shall be required to maintain good housekeeping, while in their use.

C. It shall not constitute a violation of this Agreement for Employees to be required to clean or supply the engine used for their assignment.

## **ARTICLE 19**

### **CLAIMS OR GRIEVANCES**

A. All claims or grievances must be presented in writing by or on behalf of the employee involved to the officer of the Company authorized to receive the same, within thirty (30) days from the date of occurrence on which the claim or grievance is based, setting forth the facts and rules upon which the claim is based. If the claim or grievance is disallowed, the Company shall within thirty (30) days from the date same is received, notify the party submitting the claim of the reasons for such disallowance. If the claim is paid, withdrawn, or compromised at this level, it will be considered without precedent or prejudice to the position of either party in the handling of future claims of a similar nature.

B. If a disallowed claim or grievance is to be appealed, such appeal shall be made to the next highest Company officer designated to handle claims or grievances (the "Appeal Officer") within thirty (30) days from receipt of notice of disallowance from the first officer of the Company. The Appeal Officer will discuss the claim or grievance with the party who filed the appeal within 30 days of receipt of the appeal, or at such other time as mutually agreed. If the parties are unable to resolve the dispute in conference, the Appeal Officer or his designee shall, within sixty (60) days from the date of the conference, notify the party who filed the appeal, in writing, of the reasons for such disallowance of the appeal. Upon failure to comply with these provisions by the Union, the matter shall be considered closed. Upon failure to comply with these provisions by the Company, the claim shall be paid. In any case, neither of the foregoing shall be considered a precedent or waiver of the contentions of the Union or the Company as to similar claims or grievances.

C. If a claim is denied under paragraph B, the decision is binding unless within six (6) months after the date of the Appeal Officer's written decision, the Union or the employee has listed the dispute to arbitration by a tribunal having jurisdiction to dispose of such claims.

D. This rule recognizes the right of representatives of the Union, to file, amend and progress claims and grievances for and on behalf of the Employees they represent.

E. Time limits as defined under this Agreement may be extended at any level by mutual consent of the parties.



## **ARTICLE 20**

### **DISCIPLINE**

A. Fact Finding. Subject to the following, Employees in service more than 180 days shall not be disciplined without just cause and without a fair and impartial fact-finding session. The Employee will be notified in writing of the charge against the Employee within ten calendar days of the occurrence on which discipline is to be based or knowledge of the incident is received by the Company Officer authorized to take action under this Article. The fact-finding session will be conducted by a Company Officer (the "Discipline Officer") with the Employee and the Employee's duly accredited Union representative(s) (not more than two), if desired, in attendance. Each of the parties may have witnesses present at the fact-finding session. Employees required by the Company to attend the fact-finding session during regular assigned hours will be made whole for time lost. Employees required by the Company to attend fact finding sessions commencing outside their assigned hours will be paid on a minute basis at the straight time rate of their regular assignment. If discipline is assessed, it will be assessed within fifteen (15) business days after the close of the fact-finding. However, if the transcript is not received within 15 business days, the time limit to issue discipline shall be extended until five (5) days after receipt of the transcript. If discipline is assessed, a written, complete and accurate transcript of the proceedings shall be prepared and provided by the Company to the duly accredited Union representative and principal(s).

B. Waiver of Fact-Finding. When the Discipline Officer deems it appropriate, in situations such as, but without limitation, where the severity of the offense or the Employee's record of discipline do not warrant discipline of dismissal, the Discipline Officer may offer the Employee under charge the opportunity to waive the employee's right to a fact-finding session and accept discipline of a specified amount. Offers made under this section may not be referred to during the subsequent handling of this or any other matter. Discipline assessed as a result of a waiver of a fact-finding session may not be appealed by the Employee or the Union. Discipline assessed under this paragraph B will remain on the Employee's personal record for a period of two years, after which it will be removed, providing that no incidents of a similar nature have occurred during that two-year period.

C. Holding Employees Out of Service. In cases management determines to be serious (such as, but not limited to, theft, altercation, Drug and Alcohol violations, insubordination, major accidents, serious misconduct, etc.) and when required by application of federal regulations governing the conduct of railroad operations, Employees may be withheld from service. It is understood that any Employee held out of service under this Article 20 who, as a result of the fact finding proceeding, is found not to have committed the offenses charged will be reinstated immediately and paid for time lost.

D. Appeals.

(1) If the Union desires to appeal the discipline assessed as a result of the fact finding, a written appeal will be made to the designated Company Officer (the "Appeal Officer") within sixty (60) calendar days from the latter of (i) the date the discipline was assessed or (ii) the date the transcript was received by the Union. The Union's appeal must set forth the basis for the appeal and, if desired, request a conference to discuss the matter.

(2) If a conference is requested, the Appeal Officer or designated representative and the Union representative who submitted the appeal or designee will discuss the case in conference within 60 days after the appeal is received by the Company.

(3) The decision of the Appeal Officer shall be made within 60 days after the date of receipt of the appeal or the date on which the conference is held, whichever is later.

(4) If the Appeal Officer determines that an Employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from the Employee's record. The Employee shall be reinstated with seniority rights unimpaired, and shall be compensated for wage loss, if any, suffered by the employee, resulting from such discipline or suspension, less any amount earned during the period of discipline.

(5) If the issue is not resolved in conference, the Appeal Officer's decision will be final and binding unless within six (6) months after the date of the Appeal Officer's written decision, either party has listed the dispute to arbitration by a tribunal having jurisdiction to dispose of such claims.

(6) If the Employee elects not to progress the dispute to arbitration, the discipline assessed as a result of the fact finding (if less than dismissal and for offenses less than those serious offenses, as discussed in paragraph C, above) will be removed from the Employee's personnel record after four years from the date on which it was assessed, providing that during that four-year period the Employee is not involved in occurrences of a similar nature.

E. Educational Program.

(1) In a joint effort by the Company and the Union to promote safety and efficiency and to ensure that all Employees are well educated on matters pertaining to compliance

with safety and operating rules, the Company has adopted a voluntary educational program which, when appropriate, will serve as an alternative or addition to discipline (the "Education Program").

(2) The use of the Educational Program as an alternative or addition to discipline shall be at the discretion of the designated Company Officer.

(3) The offer of education may be made in those instances involving an operating rule(s) infraction, where the incident indicates that the Employee(s) will benefit from classroom instruction and/or on-the-job training.

(4) An Employee who is found responsible for violating an operating rule(s) by evidence developed under paragraph B of this Article may be required by the Discipline Officer to participate in the Education Program. Participation will be without compensation and either in lieu of or in conjunction with discipline.

(5) The Education Program, which may consist of classroom instruction or on-the-job training and/or conducting educational training for other Employees, will concentrate on the rules involved in the violation.

(6) Upon completion of the Education Program, the Employee may be required to take and pass a written examination to demonstrate proficiency with the rules that have been the subject of the training. Should an Employee fail the examination, the Employee may be required to repeat the class. A second failure will subject the Employee to the usual disciplinary procedures.

(7) Employees, other than the Employee found responsible, participating as instructors shall be paid for all time lost and for all expenses incurred while participating in the Education Program. They will not be considered as Company Officers nor as non-agreement personnel while serving as instructors.

(8) The Company shall train the instructors and shall assist in developing the program. The Company shall also provide the classroom and office space and equipment necessary to properly administer the program.

F. The time limits contained in this Article may be extended by mutual agreement. Nothing in this Article precludes the Union from bringing forth an Employee's claim for reinstatement on a leniency basis without regard to any time limits.

G. The Company shall not use fines as means of assessing discipline.

H. Both the Company and the Union will keep each other advised of the name, address and phone numbers of the parties authorized to handle matters under this Article.

**ARTICLE 21**

**VACATION**

The Company encourages Employees to take vacations on an annual basis.

A. Regular, full-time Employees are eligible for vacation days with pay. Employees begin earning vacation from their starting date based on months in which the Employee performed compensated service. Compensated service means a full shift spent at work or a day for which compensation was received. Employees who do not perform compensated service in any calendar month will not accrue vacation pay during such calendar month.

B. Employees will earn vacation on the following schedule:

Full Years of Employment	Maximum Annual Vacation Days	Day of Vacation Earned by Month
First Year	5 days	0.5
Second, Third and Fourth Years	10 days	1
Fifth through Ninth Years	15 days	1.5
Tenth through Nineteenth Years	20 days	2.0
Twenty Years and After	25 days	2.5

C. In addition, Employees who complete 260 days of service in a calendar year, including vacation personal leave days and Jury Duty, who do not have an unexcused absence in that calendar year, shall receive 2 additional days of vacation and one additional Personal Leave Day in the following year. The additional PLD cannot be used for an unscheduled mark-off and must be scheduled at least 48 hours in advance. If an Employee is called for jury duty, then such jury duty service shall count toward the 260 days. All PLD's and additional vacation days accrued will be posted at Berth 200 by February 1 of each year.

D. Employees are encouraged to use all earned vacation pay during the calendar year it is accrued; however, in the event an Employee is unable to take all of the Employee's vacation in a year at the request of the Company, he/she will be compensated for the remaining days at the basic daily rate of pay. The maximum benefits an Employee may have at any time shall equal the maximum annual vacation days provided above, at the Employee's current annual vacation accrual rate. If an Employee's earned but unused vacation reaches the maximum, the Employee will not earn any additional vacation pay. Vacation pay will be based on the Employee's regular base rate at the time of vacation, exclusive of special forms of compensation.

E. All vacation time, with the exception of the three days earned under Article 21 C must be taken in blocks of one week, starting on Monday, ending on Sunday. However, Employees who earn four weeks or more of vacation in a calendar year may schedule one week in no less than one-day increments. Any employee intending to utilize the one-week of vacation towards these single days must notify the Company in writing by November 30 of the previous year, in advance of the current schedule process.

F. In the first calendar year of employment, vacation time may not be taken before it has been earned. Thereafter, the Company may decide to advance unearned vacation time if it is feasible to do so, up to a maximum of five vacation days. However, if at the time of any termination of employment an Employee has taken more vacation than has been earned, the difference between vacation earned and taken shall be deducted from the last paycheck. Employees who are advanced vacation will be required to sign a written authorization allowing the Company to deduct any unearned advance vacation days from the last paycheck as of any termination of employment,

G. No vacation may be taken during an Employee's probationary period.

H. When a paid holiday falls within a vacation period, the Employee will receive holiday pay and vacation pay, but an additional day off will not be given.

I. Scheduling - Employees must request vacation in writing by December 1 of each year for the following year. When scheduling vacations, due regard, consistent with the requirements of the service, shall be given to the preference of the Employees, in seniority order, if filed by December 1. In considering requests for vacation made after December 1, if two or more Employees in the same department desire vacation during the same period and Company requirements preclude permitting vacations for all who request them for the same or similar periods, preference will generally be given to the Employee making the request first. Representatives of the Company and the Union will cooperate in arranging and administering vacations.

J. Vacation Paid/Earned at Termination - Subject to paragraph D above, Employees will be paid for all earned but unused vacation pay at the time of termination. If at time of termination an Employee has taken more vacation than has been earned, the difference between vacation earned and taken will be deducted from the final paycheck as provided above.



## ARTICLE 22

### NEUTRAL MEDICAL AUTHORITY

A. When an Employee has his/her services restricted or is withheld from service as a result of an examination by the Company's physician, the General Chairman may make a written request, within fifteen (15) days of the date withheld or restricted, to the designated Company Officer for a neutral medical authority to review the case. The request must be accompanied by an opinion from a competent physician that differs materially from the Company's physician's opinion as to the Employee's condition and fitness to resume service in the Employee's regular employment. In case the Employee is unable to obtain a differing opinion due to causes beyond his control, such as, but not limited to, absence of his personal physician, it may be submitted within thirty (30) days of the date withheld, provided the Employee submits a written request within the fifteen (15) day period prescribed above and indicates the reasons for his/her inability to concurrently present the dissenting opinion.

B. Within fifteen (15) days of the receipt of a request for a neutral medical authority, the Union and the Company shall, by mutual agreement, appoint a neutral medical authority, who shall be expert on and specializing in the disability from which the Employee is alleged to be suffering. If the Company and the Union are unable to agree on a neutral medical authority that satisfies this section, then the selection shall be made by the Company's physician and the physician offering the differing opinion.

C. The neutral medical authority so selected will review the Employee's case from medical records and opinion furnished by the parties. If the expert considers it necessary, he expert will make an examination of the Employee.

D. The neutral medical authority shall then make a complete report of his/her finding in duplicate, one copy to the Company and one copy to the Union, setting forth the Employee's condition and an opinion as to the Employee's fitness to continue service in his/her regular employment, which will be accepted as final. In the event the neutral medical authority concludes that the Employee is fit to continue in service in his/her regular employment, such neutral medical authority shall also render a further opinion as to whether or not such fitness existed at the time the Employee was withheld from service. If such further conclusion states that the Employee possessed such fitness at the time withheld from service, the Employee will be compensated at the straight time rate of pay for each workday lost during the period so withheld. In the event the neutral medical authority concludes that the Employee is not fit to continue in service in his/her regular employment, the Union may, upon presentation of an opinion from a competent physician that the Employee's condition has improved, request re-examination by the Company's physician. Such request will not be made for the first ninety (90) days after the neutral medical authority has issued his/her opinion, nor more often than once in any ninety (90) day period.

E. The Company and the Employee shall each pay one-half of the fees and expenses of the neutral medical authority and any examination expenses which may be incurred, such as hospital, laboratory and x-ray services.

F. Under this Article, a medical opinion rendered regarding a patient's ability to work requires complete knowledge of the Employee's medical history, work history and physical findings. In sum, it is the information leading to diagnosis, treatment and prognosis. This knowledge must be combined with a familiarity with the nature of the job that an individual is to perform. All of the above, taken together, constitutes an informed, competent medical opinion as to the capability of an individual to perform his/her duties.

## **ARTICLE 23**

### **LUNCH PERIODS**

A. After being on duty between four (4) and seven and one half (7 1/2) hours, upon proper authority, employees may take thirty (30) minutes in which to take their lunch, with no deduction in pay and with a minimum disruption to the service.

B. Train crews who are denied the opportunity to take a meal during the period specified above by a PHL official, after having made a request to eat prior to four hours on duty, will be paid an additional 30 minutes pay (their basic daily rate of pay divided by 16). Thereafter, at the first reasonable opportunity and upon proper authority, such crews will be allowed 30 minutes in which to take their meal.

## **ARTICLE 24**

### **DAY(S) OFF – TIME OFF**

A. Regularly assigned Employees shall have regularly assigned day(s) off. Days off shall, to the extent practicable, be consecutive and specified in the job description of each assignment.

B. Extra Employees will have regularly assigned day(s) off or time off in accordance with hours of service federal requirements.

## **ARTICLE 25**

### **HOLIDAYS**

A. PHL will recognize Christmas Day, New Year's Day, Independence Day, Thanksgiving Day, and Labor Day as paid holidays. Additional paid holidays recognized in any calendar year may be established by the Company by a bulletin at the beginning of the year. The Company may increase the number of personal leave days and reduce the number of paid holidays, or vice versa, however the sum of the number of holidays and personal leave days shall be not less than 13 per calendar year. Exception: Newly hired employees under probation will earn two PLDs per quarter worked. Furthermore, Employees who attain twenty years of service shall have nine (9) personal leave days beginning in their twenty-first year of service.

(1) In order to receive holiday pay, Employees must work their last scheduled day before and their first scheduled day after the designated holiday, unless a personal leave day or vacation day is scheduled. Other procedures and conditions for earning and taking personal leave days may be established by the Company from time to time and communicated by bulletin.

(2) Pay on holidays and personal leave days will be based on the Employee's regular base rate at the time of the holiday or personal leave day, exclusive of special forms of compensation.

(3) Employees on lay off or leave of absence do not receive holiday pay or personal leave days. If a holiday falls within a vacation period, holiday pay and vacation pay - but not an additional day off- will be given.

(4) Personal days are to be scheduled by the Employee with the concurrence of the Employee's supervisor at least 48 hours in advance except in an emergency. Nothing herein shall preclude the Company at its discretion from granting a personal leave day with less than 48 hours' notice, including leave requested for personal illness. The Company attempts to schedule

personal leave days according to Employee preference; however, the Company will take into account business needs and the availability of personnel to meet expected demands. If two or more Employees in the same department desire personal leave days or vacation days during the same period and Company requirements preclude permitting personal leave days or vacation days for all who request them for the same or similar periods, preference will generally be given to the Employee making the request first. In cases of conflict seniority will control. No partial personal leave days are permitted. An Employee may take no more than one personal leave day each 45-day period during their probationary period.

B. Employees who perform service on jobs that work on a recognized holiday shall receive the regular, base rate of pay for the assignment plus performance incentive, if applicable, plus an additional basic day's pay exclusive of performance incentive.

C. Personal leave days not used during a calendar year will be paid for in January of the following year at the Employee's basic rate of pay in the prior year.

## **ARTICLE 26**

### **JURY DUTY**

Employees summoned for jury duty (including grand jury duty) and required to lose time from their assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the rate of their regularly assigned position for each day lost, less the amount allowed them for jury service, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) Employees shall furnish the Company with a statement from the court showing jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty shall be paid is limited to a maximum of 60 days of compensation in any calendar year.

(3) No jury duty payments shall be allowed for any days for which the Employee is scheduled and receives pay for Vacation Days.

(4) Employees shall not be required to work on their assignments on days in which Jury Duty

a. ends within four hours of the start of their assignments; or

b. is scheduled to begin during the hours of their assignments or within four hours of the beginning or ending of their assignments.

## **ARTICLE 27**

### **ATTENDING CLASSES**

A. Regular Employees who are required to attend rule, rule recertification, medical, or instruction classes outside the hours of their regular assignment shall be paid a basic day's rate of eight (8) hours at the applicable rate of the position to which assigned.

B. Extra Employees who are required to attend rule, rule recertification, medical or instructional classes shall be paid a basic day's rate of eight (8) hours, at the applicable rate.

C. Employees who are required to attend rule, rule recertification, medical, or instructional classes, shall, if practicable, be afforded an opportunity to take same without loss of work.

D. Employees who fail the first rules test will be given a second chance to pass the test, but the retest will not be compensated under this Article.

## **ARTICLE 28**

### **ATTENDING COURT**

A. Employees attending court, giving depositions, and/or appearing before proper authorities in behalf of or on instructions of the Company, shall be made whole for time lost from their assignments. If required to leave Los Angeles or Orange Counties, Employees shall be allowed actual expenses incurred, with the understanding the Employee shall obtain the approval of a Company Officer prior to using any form of public transportation and shall furnish a written receipt for such expenses before being reimbursed,

B. If expenses or fees are allowed by the court, the Company shall deduct such amount from other payments.

## **ARTICLE 29**

### **UNION SHOP AGREEMENT**

A. Subject to the terms and conditions hereinafter set forth, all Employees of the Company now or hereafter subject to the Agreement between the parties hereto shall, as a condition of their continued employment subject to such Agreement, become members of the Union within 180 calendar days of the date they first perform compensated service under this Agreement, and thereafter shall maintain membership in good standing in the Union while subject to the Agreement between the parties; provided, however, that the foregoing requirement for membership in the Union shall not be applicable to:

(1) Employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member, or

(2) Employees to whom membership has been denied or terminated for any reason other than the failure of the Employee to tender the periodic dues, initiation fees and

assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Union.

B. Employees who retain seniority under this Agreement, and who are assigned or transferred for a period of thirty (30) calendar days or more to employment not covered by such Agreement, or who are on leave of absence starting after the effective date of this Agreement for a period of thirty (30) calendar days or more, shall not be required to maintain membership as provided in paragraph A of this Article, so long as they remain in such other employment, or on such leave of absence, but they may do so at their option. If and when such Employees return to any service covered by the Agreement, they shall, as a condition of their continued employment subject to such Agreement, comply with the provisions of paragraph A of this Article within thirty (30) calendar days of such return to service.

C. An Employee whose membership in the Union is terminated while on furlough due to reduction in force, or while off duty on account of sickness or injury for a period of thirty (30) calendar days or more, and who is required to maintain membership under the provisions of paragraph A of this Article, shall be granted upon return to service in any of the crafts or classes represented by the Union a period of thirty (30) calendar days within which to comply with paragraph A of this Article.

D. Every Employee required by the provisions of this Article to become and remain a member of a labor organization shall be considered by the Company to be either a member of the Union as provided for herein or to be a member of any one of the other labor organizations referred to in paragraph A hereof, unless the Company is advised to the contrary in writing by the Union. The Union shall be responsible for initiating action to enforce the terms of this Article.



E. (1) The Union shall furnish to the Company, in writing, and in duplicate, the name and roster number of each Employee whose seniority and employment the Union requests be terminated by reason of failure to comply with the membership requirements of this Article.

(2) In the event the Company wishes to dispute the correctness of the Union's position, it shall so notify the Union within ten (10) calendar days of receipt of the notice from the latter, stating the reasons therefor. If, (1) no such exception is taken by the Company or (2) the Union does not withdraw its request within ten (10) calendar days from the date of the notice of exception, the Company shall transmit to the Employee at his/her last known address through registered United States mail with return receipt requested, the original of the Union's request, accompanied by an explanatory letter, a copy of which shall be furnished to the Union.

### **ARTICLE 30**

#### **UNION DUES DEDUCTION**

A. Deductions shall be limited to periodic union dues, insurance premiums, initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring and retaining membership.

B. No costs shall be charged against the Union or the affected Employees in connection with the dues deduction provided for under this Article.

C. Appropriate written assignment forms executed by the Employee involved shall be in the hands of the designated Company Officer at least 30 days in advance of the first payroll deduction scheduled for that employee.

D. The dues deduction is subject to appropriate priorities in cases where the Employee's pay check is insufficient to permit deduction of the full amounts specified on the deduction lists; federal, state, and municipal taxes; premiums on any life insurance, hospital-surgical insurance, or group accident or health insurance; other deductions required by law, such as garnishment and attachments; and amounts due the Company by the individual

E. In the event there are insufficient earnings to permit deduction of the full amount of Union dues, no deduction shall be made.

F. The company shall furnish deductions lists to the Union's designated representative once each month. Such lists shall include the Employee's name, Employee identification number or payroll identification number, and the amount of Union dues deducted from the pay of each Employee.

## **ARTICLE 31**

### **UNION REPRESENTATIVE LAYING OFF**

Employees designated by the Union who are engaged in Union business shall be granted the right to lay off as necessary, upon request, subject to 48 hours advance notice. No more than two Employees may lay off under this Article 31 at the same time. Upon as much advance notice as reasonably possible, but in any event no less than one week's notice, the Local Chairman may request in writing that up to two (2) additional employees be allowed off for Union business at the same time. Such written requests shall be limited to two (2) times per calendar year.

## **ARTICLE 32**

### **EMPLOYEE INFORMATION**

The Company shall annually provide the Union with a list of Employees showing their current status and their home addresses.

### **ARTICLE 33**

#### **COPY OF AGREEMENT**

The Company, at its expense, shall furnish each Employee covered by this Agreement one copy of same, in booklet form, including any revisions hereto.

### **ARTICLE 34**

#### **BULLETIN BOARDS**

The Company shall provide bulletin boards for the posting of Company information and a separate bulletin board for the posting of Union information and business at Berth 200.

### **ARTICLE 35**

#### **HEALTH AND WELFARE**

A. The Company shall provide each Employee and his/her eligible dependents a level of Hospital, Surgical, Medical, Prescription Drug, Dental, and Life/Accidental Death & Dismemberment (AD&D) insurance coverage as provided under a Group Plan. The Medical benefits shall be provided under the same benefit plan that covers PHL employees and officers and other subsidiaries of Anacostia Rail Holdings on a “me too basis” and, as such, will be subject to the same changes in plan design that may be, from time to time, adopted and applied to other Anacostia employees covered by the plan, including changes made during the term of this Agreement. Any changes to the medical, prescription drug, and dental plan will not involve changing to an HMO plan. Each employee shall enroll himself/herself in the Group Plan. Participation of non-employee eligible dependents is optional for medical and dental coverage. The specific terms of the plan shall be subject to the plan documents. The benefits provided under the Plan shall begin on the effective date of the Group Plan (currently, January 1<sup>st</sup> of each year).

B. A booklet and other materials outlining medical and dental coverage will be provided to the employee when published by Blue Cross Blue Shield of Illinois at no cost to the Employee.

C. The Company shall remit necessary premiums to the Carriers as may be required to maintain the Plan. Employees shall be required to contribute to the Plan for his/herself and any eligible covered dependents as noted by the schedule below.

D. The Company reserves the right to change insurance carriers or administrators, provided that such changes are applicable to all Company employees who are covered by the Plan.

E. In case of injury, sickness, death or disability for which an Employee who is eligible for Employee benefits under this Plan and may have the right of recovery against the Company, benefits will be provided under the Plan subject to the provisions set forth herein. The parties hereto do not intend that the benefits provided under the Plan will duplicate, in whole or in part, any amount recovered from the Company for hospital, surgical, medical, disability, death or related expenses or payments of any kind specified in the Plan. The parties intend that benefits provided under the Plan will satisfy any right of recovery against the Company for such benefits to the extent of the benefits so provided. Accordingly, benefits provided under the Plan will be offset against any recovery the Employee may have against the Company for hospital, surgical, medical, disability, death or related expenses or payments of any kind specified in the Plan.

F. Summary of Plan Benefits (refer to Plan Documents for details):

- Comprehensive Medical and Prescription Drug
- Dental and Orthodontics
- Life and AD&D

G. For the term of this agreement, the Contribution Rate Schedule only for employees covered by this Agreement shall be:

	Monthly	Per Pay Period
EE Only	90.00	41.54
EE & Spouse	127.34	58.77
EE & Children	127.34	58.77
Family	127.34	58.77

H. Any Employees who are eligible to participate in the Plan coverage for eligible dependent coverage who certify to the Company and the Organization that they have obtained alternate health care coverage for those eligible dependents will be paid a monthly allowance as follows:

(1) \$100 when opting out of coverage for one child, provided it is the only child subject to dependent coverage.

(2) \$200 when opting out of spousal coverage, provided there are no other eligible dependents covered by the Plan.

(3) \$400 when opting out of coverage for all eligible dependents, provided there are more than two eligible dependents covered by the Plan.

An employee will only be eligible for one of these allowances, as they may not be piggy-backed upon each other. The Company may, at its discretion, increase these opt-out incentive dollar amounts.

**ARTICLE 36**

**401 (K) SAVINGS PLAN**

Type of Plan	Section 401(k) program
Participation	All employees
Compensation	All direct compensation
Employee Contribution	Voluntary, in accordance with the federal regulations governing such plans.
Employer Contribution	Carrier will match 50% of maximum 6% employee contributions to the 401(k) plan, (i.e., maximum contribution: 50% of employee contribution of 6%, or 3%). Employees will receive Carrier matching contributions at the times specified in the terms of the plan documents. Employee contributions and any company match are immediately 100% vested.  Within 30 days of enrollment or annually on each January 1. Changes allowed each January 1 or July 1. Suspension of contributions permitted with two weeks' notice and can reenter next January 1 or July 1. Participants can review their statements on-line.

## ARTICLE 37

### PERFORMANCE INCENTIVE PLAN

#### A. All Employees

All eligible employees will earn a performance incentive payment of \$30 for each shift worked. Maintenance of way workers and foremen who perform work during any calendar day shall be entitled to receive a maximum of one bonus payment for that calendar day.

#### B. Eligibility

To be eligible to earn the incentive payment the Employee must have completed the probationary period in Article 6. Employees who (i) cause or contribute to a human factor accident or incident; or (ii) receive formal discipline in accordance with Article 20 of this agreement or 49 CFR Part 240 or 219 (or their equivalent) will not be eligible to earn performance incentive payments for a period of ninety (90) calendar days from the date of the occurrence. In the event that a second or subsequent disqualifying event takes place while an Employee is already disqualified, then any additional 90-day period of ineligibility will not commence until the conclusion of the previous disqualification period. When compensation is received by an Employee for vacation days, holidays, personal leave days and up to five days of jury duty, the Employee will be considered as having worked for the purposes of this Article. Incentive payments earned during each pay period will be paid on the regular payday for that pay period.

Note: Employees who are disqualified from receiving performance incentive payments, outside of the processes contained in Article 20, may request a fact finding session to appeal such disqualification. Any request for such a fact finding will toll the applicable time limits for the Carrier to invoke the disciplinary process under Article 20.

#### C. Restoration of lost performance incentive payments.

(1) An Employee who becomes ineligible to earn the performance incentive payments due to a Disqualifying Event and who works a 12-month period from the date of that event without another Disqualifying event will be paid for all performance incentive lost as a result of the original Disqualifying Event. For example, if an Employee has a Disqualifying event on January 15, 2019 and does not have another Disqualifying Event before January 15, 2020, they will be paid the actual amount of performance incentive that was not paid during the 90-day period following the January 15, 2019 Disqualifying Event. If the Employee does have a second Disqualifying event during the 12-month period, they will lose the opportunity to have the lost performance incentive payment restored. The date of the second Disqualifying Event will start a new 12-month period to recoup the performance incentive lost as a result of the second Disqualifying Event.

(2) When an Employee is off on an unpaid leave, the 12-month period will be extended by the amount of leave time. An Employee who resigns or is terminated from service during the 18-month period will not be eligible to recoup any performance incentive.



## ARTICLE 38

### VACATION INCENTIVE PLAN

A. A vacation incentive program is hereby established.

B. The key elements of the plan are as follows:

(1) The annual vacation incentive time period shall be May 1 to September 30 only. However, Management has the right to extend the vacation incentive time period by adding additional months.

(2) Employees who cover their regular assignments throughout the entirety of each month of the Vacation Incentive time period shall be eligible to receive an incentive of \$1,000 for each month in which they qualify for the incentive. They will be enabled to schedule one-week vacation or schedule/use the equivalent in PLD's/single vacation days, only one of which can be unscheduled. Exceptions to the eligibility requirement include **approved** time off for Bereavement Leave, Military LOA, Union Business, and Jury Duty. In addition, if an employee is prevented from working a regular assignment due to the utilization of an annual or displacement bump, the employee will not lose the incentive, provided that the employee exercises their seniority in accordance with Article 11 and works the next regular assignment without additional delay. This qualification process will be duplicated each month. No makeup days will be allowed.

(3) Incentive payments will be paid no earlier than the second pay day and no later than the third pay day after the end of the month in which the bonus is earned; it will be subject to all normal taxes and deductions. The incentive will be paid by separate check.

(4) The following are agreed upon Questions and Answers as to this Vacation Incentive Plan:

- a. Does a Military Leave of Absence count toward the eligibility requirement? Yes
- b. Does FMLA or other leave of absence count toward the eligibility requirement? No
- c. If an employee marks off a certain number of days and then volunteers to come to work to make them up, do the make-up days count toward the eligibility requirement? No

### **ARTICLE 39**

#### **LOS ANGELES LIVING WAGE ORDINANCE**

The parties hereto agree provisions of this agreement shall suppress, supersede and preempt the provisions of the City of Los Angeles Living Wage Ordinance as presently enacted and as may be amended in the future.

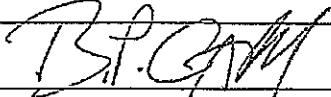
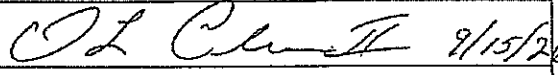
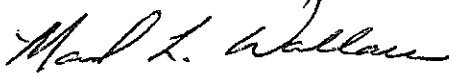
ARTICLE 40

EFFECTIVE DATE AND MORATORIUM

A. This Agreement is intended to be and is the full agreement of the parties and supersedes any prior agreements and understandings not expressly incorporated herein. The purpose of this Agreement is to establish the level of compensation of employees and to provide for the settlement of matters that were or could have been presented by the parties during negotiations, and any proposals in pending notices relating to such subject matters are hereby withdrawn. This Agreement shall be effective on September 20, 2020, except as otherwise noted.

B. The parties to this Agreement will not serve nor progress, prior to March 20, 2025 any notice or proposal for changing any provision in this Agreement, not to become effective prior to September 20, 2025.

C. This provision will not bar the parties from making such changes by mutual agreement at any time.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN  Brian P. Carr, General Chairman	FOR PACIFIC HARBOR LINES, INC.  Otis L. Cliatt II, President
	
Mark L. Wallace, Vice-President 	

Mr. Brian Carr  
General Chairman  
Brotherhood of Locomotive Engineers  
And Trainmen

Dear Mr. Carr:

This confirms the understanding we have reached concerning our September 20, 2020 Agreement.

The Company will pay to each eligible employee a ratification bonus of three thousand eight hundred (\$3800.00). This ratification bonus shall be paid with thirty (30) days of the effective date of the ratified Agreement.

To be an eligible employee, the employee must have successfully completed his probationary period, be an eligible voter in the ratification vote and have an active employment relationship with the Company when the payment is made. Employees on approved leave of absence when the payment is made shall be eligible to receive the ratification bonus upon his/her return to service provided they return to active service within ninety (90) days of the effective date of our Agreement.

Please indicate your concurrence with this understanding by signing your name in the space provided below.

Sincerely,

Otis Cliatt II President  
Pacific Harbor Lines, Inc.



I concur



---

B.P. Carr  
General Chairman, BLET

Mr. Brian Carr  
General Chairman  
Brotherhood of Locomotive Engineers  
And Trainmen

Dear Mr. Carr:

This confirms the understanding that we have reached concerning our Agreement dated September 20, 2020.

It is understood and agreed that as a result of our Agreement all time claims, excluding discipline, submitted by the BLET prior to September 20, 2020 shall be considered settled and withdrawn.

Please indicate your concurrence with this understanding by signing your name in the space provided below.

Sincerely,

Otis Cliatt II  
President  
Pacific Harbor Lines, Inc.



I concur



---

B.P. Carr  
General Chairman, BLET

Mr. B. P. Carr  
General Chairman  
Brotherhood of Locomotive Engineers  
And Trainmen

Dear Mr. Carr:

This confirms the understanding we have reached concerning our Agreement dated September 20, 2020.

It is acknowledged that revised Article 4 now provides overtime to operating employees who work more than eight (8) hours per day. If the number of containers handled per PHL man-hour drops below 11.4 for two consecutive quarters, PHL may elect to change the overtime rule to provide overtime to employees who work more than ten (10) hours per day, except as noted below.

If such election occurs, employees will be paid additional straight time pay for work during the ninth and tenth hours. In such an instance, the straight time and overtime rates (and all other pay allowances based on a daily or hourly rate) shall be based on the daily rate being divided by eight (8). The number of containers handled per PHL man-hour shall be determined in each quarter. When this productivity measure returns above 11.4 containers for two consecutive quarters, overtime will again be paid after eight (8) hours and the number of containers handled will be reevaluated for adjustment each subsequent two consecutive quarters. The number of containers handed shall be derived from information published on the Alameda County Transportation Authority (ACTA) website.

It is further acknowledged that material operational changes, both internal and external to PHL, that are outside the control of Employees may negatively affect employee productivity thereby reducing the productivity measure below 11.4. Examples of such changes that are outside the control of Employees include Class I railroad congestion that impacts port rail volumes, operating rules changes that require additional manpower to perform the same amount of work, volume declines not compensated for by force reductions and major construction projects and/or track outages that impact rail volumes. In such cases, it is understood and agreed that such factors will be considered when measuring employee productivity to reduce the negative impact such changes have on the productivity measure.

**Exception:** It was also understood and agreed that regardless of any negative change in employee productivity affecting overtime, when crews are required to change service from carload to dock work, or vice versa, they will be paid overtime at the time and one-half based on an eight-hour day whenever they work more than eight (8) hours in a shift.

Please indicate your concurrence with this understanding by signing your name in the space provided below.

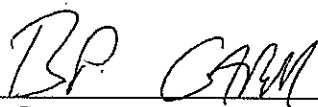
Sincerely,

Handwritten signature of Otis Cliatt II in cursive script.

Otis Cliatt II  
President

Pacific Harbor Lines, Inc.

I concur

Handwritten signature of B.P. Carr in cursive script.

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B.P. Carr  
General Chairman, BLET