Collective Bargaining Agreement

between

SOUTH CENTRAL FLORIDA EXPRESS, INC.

and

INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS, DISTRICT 19

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ARTICLE I. RECOGNITION, UNION SHOP AND DUES CHECK-OFF

1.1 **RECOGNITION**. The Carrier recognizes the Union as the sole bargaining representative with respect to the terms and conditions of employment for hourly employees employed at South Central Florida Express in Clewiston, Florida in the following crafts and classifications: Operating Employees, Maintenance of Way Employees, Mechanical Employees, and Office Clerical Employees.

1.2 **UNION SHOP**. It is hereby agreed that for employees covered by this Agreement, there will be established a Union shop. The operation of the Union shop and dues check-off will be covered by the following conditions and provisions:

1.2.1. All employees now or hereafter employed in the classifications covered by this Agreement shall, as a condition of continued employment in such work, within 30 days after the successful completion of any applicable probationary period or the effective date of this Agreement, whichever is later, become a member of and thereafter maintain membership in good standing (as defined herein) in the International Association of Machinists and Aerospace Workers; provided that such condition shall not apply with respect to any employee to whom such membership is not available under the same terms and conditions as are generally applicable to any other member of his/her classification or with respect to any employee to whom membership is denied or whose membership is terminated for any reason other than the failure of the employee to tender the initiation fees, monthly dues and assessments (not including fines and penalties) uniformly required of other employees as a condition of acquiring or retaining membership.

1.2.2. For the purpose of this amendment "membership in good standing in the Union" shall consist of the tender or payment by the employees of initiation fees (except in case of authorized and permissible transfers from other lodges of the Union) and assessments uniformly required of other employees of like status, plus the payment of dues (as hereinabove described) for each calendar month not later than the last day of the second following calendar month, as may be levied in accordance with procedures set forth in the Union's "Constitution of the Grand Lodge, District and Local Lodges, Councils and Conferences".

1.2.3. All rights of any employee under this Agreement and such supplements or amendments as may apply thereto are contingent upon his/her acquisition and maintenance of membership in good standing in the Union.

1.2.4. The Carrier will, within ten (10) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the above subparagraph 1.2.1, unless within the ten (10) day period evidence is presented to the Carrier that the notice was issued in error.

1.2.5. When new employees are hired into classifications covered by this Agreement, the Carrier will furnish to the Union the names, home addresses and points of employment of such employees within thirty (30) days after they are hired.

1.3 DUES CHECK-OFF.

1.3.1. Upon receipt by the Carrier of a signed authorization to the Union of initiation fees, dues and assessments payable to the Union, the Carrier will deduct from the employee's check such initiation fees, dues and assessments as are uniformly required as a condition for acquiring or retaining membership. This assignment shall be revocable by written notice after the expiration of one year, such notice to be sent in duplicate by certified or registered mail to the District Secretary-Treasurer of the Union, or upon the termination date of this Agreement, whichever occurs sooner. Such assignment shall specify the amount of the initiation fees, dues and assessments and shall provide that the amount of such deduction for membership dues or assessments will be subject to change upon receipt by the Carrier of a written certification by the President/Directing General Chair of the District Lodge that such dues or assessments have been duly changed and specifying the amount thereof.

1.3.2. Deductions shall be made on account of initiation fees from the first paycheck of the employee for a full pay period. After receipt of the authorization, deductions shall be made on account of Union dues from the first paycheck of the employee for a full pay period after receipt of the authorization and monthly thereafter from the first paycheck of the employee in each month.

1.3.3. Deductions provided for in subparagraph 1.3.2 shall be remitted to the properly authorized District official of the Union during the month following the deduction, and the Carrier will furnish a record of the names of those employees from whom deductions have been made.

1.3.4. The Carrier shall not be liable for any time or wage claims for any employees discharged by the Carrier pursuant to a written order by an authorized Union representative.

1.3.5. An employee discharged under the provisions of this Article shall be deemed to have been "discharged for cause" within the meaning of this Agreement.

1.3.6. Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of any employee until such time as the services of a qualified replacement are available. The determination of whether a qualified replacement is available shall be made jointly by the designated representative of the Carrier and the designated representative of the organization involved. The Carrier may not, however, retain any employee in service under the provisions of this subparagraph for a period in excess of 90 calendar days from the date of the organization's original notice. Employees whose services are extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights.

1.3.7. Individual authorizations or "check-off" will be required in accordance with applicable state and federal laws.

1.3.8. The Carrier shall provide the Union a check off to the Machinist Non-Partisan Political League (MNPL).

1.4 INDEMNIFICATION. The Union shall indemnify and hold the Carrier harmless against any and all claims, demands, suits, or other complaints that arise out of or by reasons of actions taken by the Carrier for the purpose of complying with the Union membership provisions of this Article I.

ARTICLE II. MANAGEMENT RIGHTS

The Carrier retains all rights not expressly limited by the specific terms of this Agreement, including, but not limited to the right to plan, manage, direct and control all Carrier operations and facilities; to direct the workforce; to determine the means, methods, processes and schedules of operations; to determine the location of its facilities and operations and the continuance or discontinuance of its operating and support departments or any portion thereof; to transfer work and employees between departments, or railroad trackage or facilities on either a temporary or permanent basis; to temporarily or permanently close an operation or facility or any portion thereof; to determine the number of personnel needed; to determine and change, eliminate or modify schedules and hours of work including overtime; to make and enforce reasonable rules and regulations; to make and enforce safety rules; to institute and require training for employees; to establish performance standards; to maintain order, to hire or rehire employees; to assign employees to work and to jobs and to designate the duties of employees and the qualifications of employees for jobs and positions; to assign employees to equipment as determined by the carrier; to contract out any work in accordance with the terms of this Agreement; to determine the number of shifts and to assign employees to shifts or other hours of service as determined by the Carrier; to promote or transfer employees; to determine whether to have crews and crew sizes; to discipline, suspend or discharge employees for just cause; to layoff or recall employees; to relieve employees from duty because of lack of work; to grant or not grant leaves of absence; to set the wage rates, duties and qualifications for newly created jobs. If the Union disputes the newly created wage rate, the Union may submit the dispute for arbitration in accordance with Article VII 7.4 – Arbitration of Contract Claims.

Nothing in this article will supersede any article in the Agreement.

ARTICLE III. SENIORITY

3.1 SENIORITY FOR PERMANENT EMPLOYEES.

There shall be two types of seniority for employees hired into permanent positions at the Carrier: Carrier seniority and Classification seniority.

3.1.1. **Carrier Seniority**

Carrier seniority shall be calculated in calendar months of active service and shall commence with the employee's date of hire by the Carrier. If an employee has more than one period of employment by the Carrier, interrupted by termination of employment, the employee's Carrier seniority shall commence with the most recent date of hire by the Carrier.

3.1.2. **Classification Seniority**

Classification seniority shall be calculated in calendar months of active service and shall commence with the employee's first date of active service in a classification covered by this Agreement. If an employee has more than one period of employment by the Carrier, interrupted by termination of employment, the employee's Classification seniority shall commence with the most recent date of hire by the Carrier with no credit for service prior to termination of employment.

An employee who moves into a new classification for any reason other than a temporary assignment shall, upon completion of the probationary period in the new classification, accrue Classification seniority in the new classification and his seniority in the prior classification shall be frozen, except that a Conductor who moves to an Engineer position shall retain and continue to accrue Conductor seniority in addition to Engineer seniority. Except as to a Conductor who has moved to an Engineer position, after an employee has moved to a new classification and completed the trial period, if the employee voluntarily moves back to his prior classification, the employee shall forfeit any accrued Classification seniority in the new classification and shall resume his seniority in the prior classification to which the employee is returning. If the employee is removed from his present classification involuntarily, after the employee's trial period, the employee shall maintain his seniority in the classification he is being moved from.

There shall be Classification seniority lists for the following classifications under this Agreement:

- Engineers
- Conductors
- Shopcraft Employees (Mechanics)
- Maintenance of Way Employees
- Office Clerical Employees

3.2 SENIORITY FOR SEASONAL EMPLOYEES.

There shall be two types of seniority for employees hired into seasonal positions at the Carrier:

3.2.1. **Seasonal Carrier Seniority**

Carrier seniority for seasonal employees shall be calculated in calendar months of active service and shall commence with the seasonal employee's original date of hire by the Carrier, but only if the employee returns to seasonal service of the Carrier for each Harvest season on a continuous basis. A seasonal employee who later fills a vacancy in a permanent position shall carry forward accrued months of Carrier seniority.

3.2.2. **Seasonal Classification Seniority**

Classification seniority for seasonal employees shall be calculated in calendar months of active service and shall commence with the seasonal employee's first date of active service as a seasonal employee in a classification covered by this Agreement.

A seasonal employee who moves into a new classification for any reason other than a temporary assignment shall, upon completion of the probationary period in the new classification, accrue Classification seniority in the new classification and his seniority in the prior classification shall be frozen, except that a Conductor who moves to an Engineer position shall retain and continue to accrue Conductor seniority in addition to Engineer seniority. Except as to a Conductor who has moved to an Engineer position, after a seasonal employee has moved to a new classification and completed the probationary period, if the seasonal employee voluntarily moves back to his prior classification, the seasonal employee shall forfeit any accrued Classification seniority in the new classification and shall resume his seniority in the prior classification to which the seasonal employee is returning. If the employee is removed from his present classification involuntarily, after the employee's probationary period, the employee shall maintain his seniority in the classification he is being moved from.

There shall be seasonal classification seniority lists for the following classifications under this Agreement:

- Engineers
- Conductors
- Shopcraft Employees (Mechanics)
- Maintenance of Way Employees
- Clerical Employees

3.3 CALCULATION OF SENIORITY.

3.3.1. An employee shall accrue both Carrier seniority and Classification seniority for each month of continuous service.

3.3.2. An employee's continuous service shall be broken and his seniority shall be lost if the employee:

(a) Terminates employment with the Carrier (whether voluntarily or involuntarily);

(b) Fails to report for work for three (3) consecutive working days without notifying the Carrier and without a reasonable excuse acceptable to the Carrier (no call, no show);

(c) Fails to respond to the Carrier within five (5) working days after receiving notification of recall, and/or fails to return to work within ten (10) calendar days after receipt of notification of recall. Employees are responsible for keeping the Carrier advised of their current address and telephone number; or

(d) Failure to follow departmental pre-season requirements for work availability notification and reporting.

3.3.3. A former employee who is subsequently re-hired shall not receive credit for prior service with the Carrier for either Carrier seniority or Classification seniority.

3.4 PUBLICATION OF SENIORITY LISTS.

On or about August 15 of each year, the Carrier shall publish (1) a Carrier seniority list for permanent employees; (2) a Classification seniority list for permanent employees holding seniority in each classification; (3) a Seasonal Carrier seniority list for all seasonal employees; and (4) a Seasonal Classification seniority list for seasonal employees holding seniority in each classification. Any employee who believes that there is any inaccuracy in the published list shall bring such inaccuracy to the attention of the Carrier and the Union in writing no later than September 10 of the same year, and shall be subject to the grievance and arbitration provisions of Article VII if not resolved to the satisfaction of the Carrier and the Union. Any alleged error or inaccuracy in the published seniority list shall be waived and of no further consequence if not brought to the attention of the Carrier and the Union in accordance with this paragraph.

3.5 NEW EMPLOYEE PROBATION.

Newly-hired Operating Employees and Mechanical Employees shall be on probation for a period of six (6) months of active performance in the classification. Newly-hired Maintenance of Way Employees and Office Clerical Employees shall be on probation for a period of ninety (90) days of active service from the date of entry into the classification. At any time during the probationary period, a newly-hired employee may be deemed unqualified, or otherwise unsuitable, as determined by the Carrier; in such event the employee, in the Carrier's discretion, may be terminated or moved to another vacant classification. Any removal, reassignment or discharge during the probationary period shall not be subject to grievance or arbitration at the request of either the employee or the Union. At the discretion of the Carrier, each day of absence due to illness, accident or injury, or other emergency, including authorized leave of absence, may extend the probationary period by one (1) day.

3.6 CURRENT EMPLOYEE TRIAL PERIOD.

A current employee that moves into a new classification shall be on probation for a period of six (6) months of active performance in the new classification; and if unable to satisfactorily perform the duties of the new classification, the employee shall be returned to his prior classification. At the discretion of the Carrier, each day of absence due to illness, accident or injury, or other emergency, including authorized leave of absence, may extend the trial period by one (1) day.

ARTICLE IV. FILLING OF VACANCIES

4.1 DEFINITIONS.

For the purpose of this Article:

4.1.1. "Temporary position" means a position designated by the Carrier as temporary when the position is created. Temporary position will be created when necessary to secure coverage of work previously performed by an employee on leave, including but not limited to vacation relief, military leave or temporary medical disability. The anticipated duration of a temporary position is six (6) months or less (nine (9) months or less with respect to positions created to provide medical disability coverage).

4.1.2. "Summer position" means a position designated by the Carrier as a summer position during the non-crop season. Summer positions, if available, will be offered to those permanent harvest employees furloughed following the crop season.

4.1.3. "Permanent harvest position" means a position which has not been designated by the Carrier as a seasonal position, temporary position or a summer position.

4.1.4. "Permanent seasonal position" means a position which has not been designated by the Carrier as a permanent harvest, temporary position or a summer position.

4.2 FILLING TEMPORARY VACANCIES.

4.2.1. Temporary vacancies which the Carrier determines are necessary to fill shall be filled in accordance with subparagraph 4.2.2 of this paragraph 4.2. If the temporary vacancies cannot be filled by bid, then the Carrier may fill the position by temporary transfer, by hiring a temporary employee, or through the overtime provisions of this Agreement.

4.2.2. An employee on such a temporary assignment shall continue to accrue seniority in his or her regular classification while on temporary assignment and shall not accrue seniority in the classification to which the employee is temporarily assigned.

4.2.3. Upon the return of an employee whose absence created a temporary position, the temporary position will be eliminated and the returning employee will be returned to his previous position.

4.2.4. When an employee is required to temporarily fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

4.3 FILLING OF SUMMER POSITIONS.

4.3.1. Summer positions will be filled by employees furloughed during the non-harvest season by the Carrier using a canvassing process based on qualifications and Classification seniority. The Carrier will determine and communicate summer positions (30) thirty days prior to the estimated end of the crop season.

4.3.2. Vacancies arising in summer positions during the non-crop season will be filled by assignment of qualified personnel in the following sequence: (a) bid award; and then (b) recall; and then (c) new hire. For purposes of filling vacancies subject to this subparagraph 4.3.2, the parties agree that permanent roster employees will be offered recall based on Carrier seniority without regard to classification. If an employee refuses recall because the rate of pay for the vacant position is 15% or greater less than the employee's permanent current classification rate of pay, the employee's position on the recall list will be unaffected.

4.3.3. The Carrier shall have the option of paying all employees filling summer positions at the contractual rate of pay for their regular permanent harvest season positions or paying all employees filling summer positions at the contractual rate of pay for the classification actually worked during a summer assignment. An employee on summer assignment will accrue seniority on a single summer roster, and shall not accrue seniority on the permanent harvest roster for duties performed during the summer. Employees will be placed initially on the summer roster based on Carrier seniority.

4.3.4. Employees who were furloughed during the non-harvest season, but not recalled for the next harvest season will be considered furloughed under Article 5.1.2 LAYOFFS AND BUMPING and will be permitted to exercise their seniority under this Article.

4.4 FILLING OF PERMANENT HARVEST AND SEASONAL POSITIONS.

Permanent harvest and seasonal positions will be filled by assignment of qualified personnel by first recalling permanent and seasonal employees and then canvassing open positions. Canvassing will be done by seniority, starting with the most senior employee on the respective permanent and seasonal rosters. The Carrier will notify employees within a reasonable time prior to canvassing of the designated start and stop times and designated rest days for each open position. If permanent harvest and seasonal positions remain vacant after canvassing, the Carrier will seek new hires.

4.4.1 Mid-Harvest Season Canvass

A Mid-Harvest Season Canvass process will be allowed. The Carrier and the Organization shall meet by December 20th each year to determine the date on which this process will take place so that it does so as close to the Mid-Harvest Season period as possible. During this canvassing process, employees will be allowed to canvass for job position in order of seniority and classification, similar to the pre-harvest season and post- harvest season canvassing

processes. The Carrier will make reasonable efforts to comply with canvass requests. However, the Carrier retains the right to assign employees as needed as not to interrupt safe and efficient operations.

4.5 FILLING OF PERMANENT VACANCIES.

Permanent vacancies which the Carrier determines are necessary to be filled will be filled by assignment of qualified personnel in the following sequence: (a) bid award; and then (b) recall; and then (c) new hire.

4.5.1. Vacancy Bids

New permanent positions will be subject to filling by bid. Any employee who holds seniority in any classification subject to this Agreement is eligible to file a bid for an open position within this Agreement.

(a) The Carrier will post an informational bulletin announcing open positions whenever the Carrier approves an open position for filling.

(b) The informational bulletin will specify a deadline date after which bids will not be received. The deadline shall be five (5) days (exclusive of holidays) after the date on which the bulletin is posted.

4.5.2. Employee Bids

(a) Employees desiring to work in an open permanent harvest or seasonal position which has been bulletined must submit a complete bid in accordance with the requirements stated on the bid form. Bids which are illegible, incomplete, or incorrect may be disregarded by the Carrier in the awarding of open positions.

(b) An employee bidding for more than one open position shall indicate the order of preference on each bid, and if he/she is the senior bidder for more than one open position he/she shall have the opportunity to qualify only for the position ranked highest in his/her preference.

4.5.3. Bid Awards

(a) The awarding of open permanent positions by bid award shall be in seniority order among eligible and qualified employees who have filed a valid bid.

(b) Carrier officials responsible for selection of employees for positions under this Agreement will be responsible for establishing qualifications for the positions, judging applicants' qualifications and selecting the successful bidder(s). The criteria will be applied equally to all employees, and where two or more applicants meet the qualifications, the employee with the most Classification seniority under this Agreement will be selected. The Carrier agrees to provide the

employees covered under this Agreement with a list of qualifications the Carrier considers necessary for the various classifications covered by this Agreement and to update such list as changes are made.

(c) Upon determination of the successful bidder or lack of eligible bidders, an award shall be posted within five (5) business days, except in extenuating circumstances. The award shall show the name, Carrier seniority, and Classification seniority of the employee selected (if any).

(d) An employee awarded a position by bid shall be placed in his/her new position within ten (10) calendar days from the date of posting of his/her award, or within whatever other time period may be mutually agreed upon between the Carrier and the employee, except that an awardee who is prevented by the Carrier's operational needs from actually transferring to his/her new position within said time period, will be compensated for any wages lost as the result of being held in his/her position.

(e) If an employee bids for and is awarded a bid to a new position in a different classification, the Carrier, in its discretion, may preclude the employee from bidding on a position in the prior classification for a period of twelve (12) months.

4.5.4. **Recall**

An employee who is laid off, furloughed or displaced from a position under this Agreement shall have a right of recall in accordance with his/her Classification seniority to open positions in the classification from which he/she was laid off or displaced provided that such employee timely submits and continues to maintain a valid home address and current contact information on file with the Carrier. A copy of any recall notice shall also be sent to the Union.

ARTICLE V. REDUCTION IN FORCES

5.1 LAYOFFS AND BUMPING.

When the Carrier determines that it is necessary to reduce the workforce for more than thirty (30) days (other than a non-seasonal furlough), reductions will be made in any department or sub-department thereof based on reverse order of seniority. An employee subject to layoff may, if qualified, first roll the least senior employee in an equal or lower rated classification within the department, and second, if the employee has no junior employee to roll, exercise his company seniority and roll the most junior employee in any position on any other roster for which he/she is qualified.

Unless otherwise explicitly permitted in this Agreement, the practice of exercising seniority to displace junior employees by "ROLLING" or "BUMPING" is not permitted; however, an employee whose job is abolished or who may be displaced by other causes, will be permitted to exercise seniority on any job occupied by a junior employee on his/her seniority list. If there is not a junior employee or an open position in which he/she can bump to then he/she

may exercise his/her seniority rights on the job that is held by the most junior employee in any position on any seniority roster for which he/she is qualified.

In the case of a rainout, an employee will be permitted to exercise seniority to bump a junior employee on his/her seniority list so long as such bumping does not conflict with the employee's next regularly scheduled work day.

Where possible, the Carrier will provide five (5) working days' notice to employees subject to layoff and the local chairman before reduction is made.

5.2 RECALL FROM LAYOFF.

In the restoration of forces, senior laid off employees will be recalled as follows:

5.2.1. The employee will be sent a recall letter via CERTIFIED MAIL - RETURN RECEIPT REQUESTED to the last address on file with the Carrier, with copy to the local chairman, advising him that he is recalled to service and that he should report to a specified location at a designated time and date.

5.2.2. Should the employee fail to notify the recalling officer of his intentions within five (5) working days after receiving notification of recall, and/or fail to return to service within ten (10) days after receiving notification of recall, his name will be removed from the Seniority Roster on which recalled, and the employee will be notified accordingly by CERTIFIED MAIL - RETURN RECEIPT REQUESTED.

5.2.3. If an employee or the General Chairman of the Craft subsequently contends that his name was removed from the Roster improperly, a meeting will be held, with the Union notified in advance thereof, to develop the full facts and make determination as to the merits of the employee's contention.

The local committee will be furnished an estimate of the number of employees to be restored to service.

This Article does not apply to reductions in force lasting less than thirty (30) days, such as shutdowns in the event of weather or other events beyond Carrier control. When positions are temporarily abolished resulting in a temporary furlough, and the positions are subsequently restored within thirty (30) calendar days, the last regular assigned incumbents must return to their former positions. When an employee returns to a reestablished position under this paragraph, all employees affected by the temporary abolishment must return to their former assignment in the same manner as herein provided.

ARTICLE VI. HOURS OF WORK, OVERTIME & WAGES

6.1 CLASSIFICATION OF WORK.

6.1.1. Transportation - Operating Craft

(a) Train and engine service employees shall include Engineers, Conductors, Utility Workers and Utility Worker Trainees who generally perform the duties traditionally required of Operating employees involved in the movement of trains, rail cars and equipment at the Carrier. The Carrier reserves the right to assign additional duties to Operating employees as required by the needs of the business and consistent with management rights. The Carrier will provide necessary training for Operating employees to perform any additional duties assigned.

(b) Operating employees will be responsible for the readiness of locomotives within the following geographical boundaries:

BLOCK DESTINATION	BETWEEN
Palmdale Block	MP 898.0 AND MP 917.7
Sebring Block	MP 881.0 AND MP 898.0
DCI Yard	MP 875.9 AND MP 881.0
Okeelanta	MP 15.497 AND MP 17.10
Ft. Pierce Block	MP K 49.0 AND MP K 15.5

In any areas other than those listed above, Operating employees will not be responsible for the inspection and readiness for locomotive power. Any changes to the above geographical boundaries must be mutually agreed upon by the Carrier and the Organization.

6.1.2. Non-Operating Crafts

(a) Shop Craft employees shall include Mechanics who generally perform the duties of maintenance, repair, inspection and readiness of locomotive power and Carrier vehicles. The Carrier reserves the right to assign additional duties to Shop Craft employees as required by the needs of the business and consistent with management rights.

(b) Maintenance of Way Department shall include Trackmen who generally perform the duties of the construction, maintenance and/or repair of track (including operation and repair of track maintenance equipment), roadbed, right of way, and bridges. The Carrier reserves the right to assign additional duties to Maintenance of Way employees as required by the needs of the business and consistent with management rights.

(c) Clerks generally perform administrative work pertaining to office, shop and field work including but not limited to, reports, forms, letters, contracts, and filing. The Carrier reserves the right to assign additional duties to Clerks as required by the needs of the business and consistent with management rights.

6.1.3. Nothing in this Article is intended to allow the Carrier to assign additional duties across classifications to equalize hours of work.

6.2 WORK CYCLE, WORK WEEK, WORK DAY.

A work cycle will begin with the first day of the pay period and end with the last day of the pay period. The standard workday is a 24-hour period running from 12:00AM one day to 12:00AM the following day. The workweek begins at 12:00AM on Sunday and ends at midnight the following Saturday. Work cycles, once established, will not be changed without giving the Local Committee at least two weeks' notice of the change.

6.3 SCHEDULING AND HOURS OF SERVICE.

No employee covered by this Agreement shall be scheduled to work in excess of the hours permitted by the Rail Safety Improvement Act of 2008, as amended or exempted. In the event of disagreement about the applicable legal limits, the employee shall work as directed by the Carrier.

6.4 START AND STOP TIMES.

The Carrier will establish shift start and stop times based on the needs of the business. When business needs necessitate a change in start or stop times, the Carrier will make every effort to provide as much notice as is reasonably possible. The parties understand "reasonably possible" to mean at least ten (10) hours prior to the start of the employee's shift. Generally, start and stop times will not be changed by more than two (2) hours, except in extenuating circumstances and consistent with management rights.

6.5 REPORTING FOR DUTY.

a) Employees called or required to report to work, and reporting, will be allowed a minimum of four (4) hours for less than four hours of work at the employee's regular rate of pay.

b) If an employee is required to leave work before the end of his posted shift ending time and then required to return to work within four (4) hours of leaving, he will be considered on-call and will be paid for his time off as required under Section 6.11.1.

c) Employees are responsible for keeping their direct supervisors advised of their current telephone number.

6.6 REASSIGNMENT OF PERSONNEL.

The Carrier reserves the right to reassign personnel based on the safe and efficient operation of the business. It is the intent of the Carrier to first address efficiency concerns with the employee and the Organization. If the employee's performance does not improve to the satisfaction of the Carrier, the Carrier may pursue further discipline or may reassign the employee to the position held by the least senior employee in the same classification. The vacant position created by the reassignment shall be filled based on the procedures in the article on Filling of Vacancies (Article III). Nothing in this Article restricts the Carrier's right to impose immediate discipline or reassignment based on the severity of the inefficiency caused in the operation or the Carrier's concern for maintaining a safe workplace environment for employees.

6.7 WORK HOURS.

6.7.1. Harvest Season

(a) During the harvest season, the Carrier will pay employees for forty (40) hours/week at the employee's regular rate of pay, regardless of hours worked up to forty (40) hours.

(b) The Carrier will pay employees overtime pay at one and one-half times the employee's regular rate of pay for work performed in excess of forty (40) hours/week.

(c) The Carrier may request employees to perform such other jobs as it may have need for. When offered, if such work is declined, the action will nullify the weekly guarantee for that day. However, in the event of an emergency and such work is necessary for the operation of the railroad, the Carrier may require the employee to perform this work. This work may include work of a different class or craft.

(d) A reduction of eight (8) hours per calendar day for non-compensated mark-offs will be charged against the weekly guarantee. All weekly guarantee is forfeited if an employee marks-off for more than one (1) non-compensated day per week.

(e) A reduction of eight (8) hours per calendar day will be charged against the weekly guarantee for each day that work is not available due to an event beyond the Carrier's reasonable control, such as operations disrupted because of an Act of God, including rain delays.

6.7.2. Summer Season

(a) During the summer season, the Carrier will pay employees up to a minimum of forty (40) hours/week at the employee's summer season job's regular rate of pay, regardless of hours worked up to forty (40) hours.

(b) The Carrier will pay employees overtime pay at one and one-half times the employee's summer season job regular rate of pay for work performed in excess of forty (40) hours/week.

(c) The Carrier may request employees to perform such other jobs as it may have need for. When offered, if such work is declined, the action will nullify the weekly guarantee for that day. However, in the event of an emergency and such work is necessary for the operation of the railroad, the Carrier may require the employee to perform this work. This work may include work of a different class or craft.

(d) A reduction of eight (8) hours per calendar day for non-compensated mark-offs will be charged against the weekly guarantee. All weekly guarantee is forfeited if an employee marks-off for more than one (1) non-compensated day per week.

(e) A reduction of eight (8) hours per calendar day will be charged against the weekly guarantee for each day that work is not available due to an event beyond the Carrier's reasonable control, such as operations disrupted because of an Act of God, including rain delays.

6.8 VACATIONS.

6.8.1. Vacation Amount

Employees will accrue paid annual vacation for each fiscal year (October 1-September 30) in accordance with the following schedule:

Months of Active Service Completed*	Vacation Amount
6 Months	48 hours
12-71 Months	96 hours
72-131 Months	120 hours
132 Months And Above	168 hours

*** "Month of Active Service Completed" shall mean each month in which the employee is compensated for service during at least one (1) workday.**

** It is the intent of the Union and the Carrier that no current employee be adversely affected by the change for vacation accrual.

6.8.2. Requirements

In order to receive vacation, an employee must meet the following requirements:

Forty-eight (48) Hours Of Vacation

1. Be employed prior to November 1.*
2. Completed six (6) months of active service in the fiscal year.
3. Completed Sugar Cane Harvest season obligation.

Ninety-six (96) Hours Of Vacation

1. Completed twelve (12) to seventy-one (71) months of active service prior to November 1.
2. Completed Sugar Cane Harvest season obligation.

One Hundred Twenty (120) Hours Of Vacation

1. Completed seventy-two (72) to one hundred thirty-one (131) months of active service prior to November 1.
2. Completed Sugar Cane Harvest season obligation.

One Hundred Sixty-eight (168) Hours Of Vacation

1. Completed one hundred thirty-two (132) or more months of service prior to November 1.
2. Completed Sugar Cane Harvest season obligation.

6.8.3. **Scheduling Of Vacation**

Vacation time may be scheduled during any time throughout the year, based on the operational needs of the department. Every attempt will be made to schedule vacations to accommodate the preference of the employees, consistent with the requirements of the service. In cases of conflicting simultaneous requests, choice of vacation will be given to the employees with greater roster seniority. Requests for vacation time must be approved by the department supervisor prior to taking vacation. All vacation requests will be processed within ten (10) business days. Vacation time of less than forty (40) hours may be taken with prior permission of management.

Vacation will be paid at the rate of pay the employee is receiving when the vacation is used and will be paid out during the normal payroll cycle.

6.8.4. **No Carryover Of Vacation Time**

Vacation time may not be carried over to the next year, except when an employee is directed by the Carrier not to take vacation as scheduled during the year and is unable to reschedule due to work requirements. Employees will be responsible for taking their vacation time when scheduled or as soon thereafter as practicable, with permission.

6.8.5. **No Credit Toward Overtime**

Vacation hours paid do not count as hours worked when calculating eligibility for overtime and/or overtime pay.

6.8.6. **Payout of Vacation To Furloughed Employees**

A furloughed employee shall have the option, at his or her discretion, of being paid for any or all accrued vacation when the employee is released from active service at the end of the season. If a furloughed employee elects to have less than all of his or her accrued vacation paid out when the employee is released from active service at the end of the season, any remaining balance at the end of the fiscal year (October 31) will be paid out at that time.

6.9 HOLIDAYS.

6.9.1. **Holidays**

Carrier observes and compensates employees for the following holidays:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
One Floating holiday (to be designated annually by the Carrier)

For Operations employees, holidays will be observed on their officially recognized date. Non-Operations, Clerks, MOW and Mechanical employees will follow the standard holiday schedule as designated annually by the Carrier's corporate parent.

The holiday designation will be evaluated on a year-to-year basis and will be communicated to the Union thirty (30) days before the beginning of the new calendar year.

6.9.2. **Work On A Holiday**

Employees specifically required to work on a holiday shall do so; others shall have the day off. Hourly employees required to work on a designated holiday will receive eight hours of holiday pay at their straight time rate and actual hours worked at the overtime rate of one and one-half times their straight time rate.

6.9.3. **Pay For Holidays Not Worked**

An employee who is not required to work on a holiday will be paid holiday pay for that holiday equivalent to (8) eight straight time hours at his regular job classification hourly rate.

6.9.4. **Requirements**

Employees must have worked the last scheduled workday before and after the holiday and report for work if scheduled to work on a holiday (except with prior approval of management) to qualify for holiday pay.

6.9.5. **No Credit Toward Overtime**

Unworked holidays for which an employee is paid holiday pay will not count as hours worked in calculating eligibility for overtime and/or overtime pay.

6.10 ABSENCES AND TARDINESS.

An employee who may be absent from work must notify the designated supervisor at least three (3) hours, or as soon as practical, before the start of the employee's scheduled tour of duty. Texting is not an acceptable form of notification. Failure to clear the intended absence with the supervisor will generally constitute an unauthorized (unexcused) absence. The immediate supervisor is responsible for determining what is excused and not excused.

Tardiness, excessive unexcused absenteeism, and three (3) consecutive days of no call or no show may result in disciplinary action up to and including termination.

6.11 ON CALL/SUBJECT TO CALL IN.

If an employee is placed on call, he will receive a rate of $12.24/hour for a minimum of four (4) hours or for the hours he is on call, whichever is greater, and will receive his regular rate of pay for all hours he is called into work. The rate of $12.24 will be increased by 4% upon notification of ratification, 2% on January 1, 2024, and 2% on January 1, 2025.

An employee's failure to respond to a call from the Carrier during the on call period may be subject to discipline.

6.12 RATES OF PAY.

The hourly rates of pay for employees covered by this Agreement are:

Job Classification	Current	Effective upon notification of ratification*	Effective 1/1/2024**	Effective 1/1/2025***
		4%	2%	2%
Instructor Engineer	$30.22	$31.43	$32.06	$32.70
Engineer (Certified)	$27.48	$28.58	$29.15	$29.73
Conductor	$24.89	$25.89	$26.40	$26.93
Utility Worker	$23.65	$24.60	$25.09	$25.59
Trackman	$19.97	$20.77	$21.18	$21.61
Equipment Operator	$23.65	$24.60	$25.09	$25.59
Tamper / Apprentice Loader Operator	$27.48	$28.58	$29.15	$29.73
Foreman	$29.01	$30.17	$30.77	$31.39
Mechanic/Welder	$29.01	$30.17	$30.77	$31.39
EDI Clerk	$24.48	$25.46	$25.97	$26.49

*All Employees will receive a .50 differential premium for night shifts worked. Night Shift differential shall not be paid at the overtime rate.

Any employee who is assigned to do the work of a higher rate of pay shall be given the higher rate for the entire work day. An employee assigned to do work of a lower rate shall be paid at their regular rate.

6.13 ANNUAL BONUS.

Whether a bonus shall be paid is a discretionary decision made by the Carrier each year after analysis of fiscal results. If a bonus is paid, then a 6% bonus shall be paid to all employees on or around December 15 of 2022, 2023, and 2024. The bonus will be computed based on each

employee's gross pay earned during the period beginning with November 1 of the previous year and ending with October 31 of the current year. The bonus will be reduced if and only if the salaried and non-represented employee bonuses are reduced. In no case will the represented employee bonuses be reduced by a factor greater than the factor used to reduce the salaried and non-represented employee bonuses.

6.14 UNIFORMS AND SAFETY SHOES.

a) The Carrier will provide employees covered by this Agreement a lump sum shoe allowance in the amount of $200 on September 1 of each year of this Agreement.

b) The Carrier will not require the use of uniforms. However, the Carrier will continue to provide uniforms to those employees who elect to receive them (but will not require they be worn every day), and will provide a service for cleaning the uniforms at the Carrier's expense. Employees must make a uniform election once a year on or before May 15 on a form to be provided by the Carrier. All employees, whether they wear the Carrier-provided uniform or not on any given day, must dress appropriately and must abide by the following dress standards:

- Clothing must not be loose fitting that could become entangled in equipment or cause a tripping hazard.
- Clothing should not be excessively greasy, oily, torn, or frayed and should not be altered in any way.
- Working without a shirt is prohibited.
- Shirts must cover the back, shoulder, chest and abdomen.
- Shirts manufactured without sleeves or that have been cut off are prohibited.
- Shirts with offensive language and/or graphics are prohibited.
- Shorts are prohibited.
- Pants must cover your entire lower body and legs.
- Employees on or about the track or in areas subject to foot injuries by nature regardless of their location must wear substantial leather boot type footwear in good repair, which covers the entire foot and ankle and has a defined heel of not more than 1 ½ inch in height.
- High-top (6 inches or more) laced safety toe (steel toe) shoes are required.
- Shoes with excessively thin or loose soles shall not be worn.

6.15 PAY CARDS

6.15.1. It is a condition of employment for all employees to receive their pay electronically, either by providing a direct deposit institution of their own or by accepting the Carrier provided Pay Card.

6.15.2. Employees will be paid weekly with pay days falling on Thursdays.

6.15.3. Should the regular Thursday pay day fall on a holiday, employees will be paid on the preceding Wednesday.

6.15.4. When there is a shortage of one day's pay or more, if requested, payment may be issued to cover the shortage, otherwise the shortage will be carried over to the next pay period.

6.15.5. Employees leaving the service of the Carrier will be given their final payment on the next regularly scheduled pay day.

6.16 OVERTIME.

6.16.1. **Overtime Required**

The requirement to work overtime is a condition of employment. Employees will be expected to work overtime as needed to meet the requirements of the Carrier.

6.16.2. **Overtime Pay**

(a) Hourly employees will receive overtime pay at one and one-half times the hourly straight time rate for work performed in excess of forty (40) hours per week.

(b) The following paid time off shall not be used in the calculation of overtime:

(i) Jury Duty

(ii) Funeral Leave

(iii) Holidays

(iv) Vacation

(v) Paid Time Off

6.16.3. **Distribution of Overtime**

When overtime is necessary, the following procedure will apply:

(1) The most senior employee will be offered the overtime. If the most senior employee refuses, the Carrier will offer the overtime to the next most senior employee.

(2) If no senior employee accepts the overtime, the most junior employee, who is qualified, will be required to work the overtime.

ARTICLE VII. GRIEVANCE AND ARBITRATION

7.1 GRIEVANCE OF DISCIPLINE CLAIMS.

7.1.1. **Definitions.** For the purpose of this Agreement, (a) the term "Discipline Claim" means any dispute between the Carrier and the Union, or between the Carrier and any employee, concerning the imposition of discipline by the Carrier upon one or more employee(s) covered by this Agreement; (b) the term "business day" does not include Saturday, Sunday or a holiday designated in Article VI of this Agreement; and (c) the term "discipline" means a written warning letter, suspension or discharge of an employee.

7.1.2. **Notice To Employee of Possible Discipline.** As soon as practicable, but no later than 48 hours, excluding weekends and holidays, after becoming aware of an event that may give rise to possible discipline, the Carrier shall provide notice to the Local Chairman and, where possible, the employee about the investigation and the possibility of discipline. The Carrier may suspend an employee without pay pending investigation of the events giving rise to the possible discipline, subject to the procedures set forth in this Article. The employee may waive his/her right to an investigation and/or hearing, provided that any such waiver must be in writing signed by the employee and by the designated Union representative.

7.1.3. **Investigation.** Within five (5) business days of notifying the Local Chairman and/or the employee of the investigation, the Carrier shall investigate the facts relating to the event. In connection with such an investigation:

(a) All employees covered by this Agreement are required to cooperate in any such investigation.

(b) Each such employee may elect to have (or not have) a Union representative present during his or her participation in the investigation.

(c) The designated Union representative, and/or any employee who is the subject of such an investigation, shall have the right to present additional witness(es) or evidence to the Carrier to assist in a thorough investigation, and the Carrier shall consider such information.

(d) It shall be the obligation of any employee subject to disciplinary investigation, his/her designated Union representative, and all employees covered by this Agreement, to produce to the Carrier during the Carrier

investigation any evidence available to the employee or the Union which may be material to the investigation. Evidence which is available to such person at the time of the investigation but which is not proffered by the employee or the Union at that time may not be offered at any subsequent stage of the disciplinary process.

(e) Within two (2) business days following completion of the investigation, the Carrier will notify the employee and the Union in writing of the Carrier's decision regarding discipline.

7.1.4. **Informal Conference and Formal Hearing Upon Request of Employee Or Union**

(a) Within three (3) business days of receiving the Carrier's decision, the Union may request in writing to the General Manager of the Railroad an informal conference with the Carrier to discuss possible resolution of the matter. If the Union's request is granted, the informal conference shall be held within ten (10) business days of receipt of the request. If the matter is not resolved through the informal conference, the Union may request a formal hearing pursuant to this Section within three (3) business days of conclusion of the informal conference.

(b) **Written Request For Hearing**. If no request for informal conference is made or if such a request is denied, any employee who is disciplined by the Carrier may file a written request for a formal hearing on whether there is just cause for the discipline imposed. The designated Union representative may also file such a request. Such a request shall be filed with the Vice-President of Human Resources (or his/her designee) within five (5) business days of notice to the employee and the Union of the Carrier's decision to impose discipline following investigation or denial of the Union's request for an informal conference.

(c) **Formal Hearing**. Following a written request the Carrier shall hold a formal evidentiary hearing on the proposed discipline. The hearing shall be conducted by an official of the Carrier (as designated by the Carrier). At the hearing,

(1) testimony shall be under oath;

(2) the Carrier shall present the factual evidence showing just cause for the disciplinary action;

(3) the employee and any of the employee's witnesses subject to the discipline (or his/her designated Union representative) shall have the right to challenge and respond to the evidence presented by the Carrier, including evidence of mitigating circumstances, if any;

(4) the Carrier shall make available any employee of the Carrier with knowledge of the events whom the subject employee wishes to call as a witness.

(5) the charged employee shall be paid at the pro rata rate for attending the hearing.

(6) a recording or stenographic report of the hearing will be taken; the employee and the Union shall be furnished a copy of the evidence presented at the hearing and a copy of the transcript.

(d) **Carrier's Decision Following Hearing.** Within ten (10) business days after the conclusion of the hearing, the Carrier shall issue its final decision on the claim.

(e) **Newly Discovered Evidence.** If, subsequent to the conclusion of the Carrier's investigation but prior to the Carrier's final decision after a formal hearing, the Carrier or an affected employee or the Union discovers new evidence which is material to the investigation and which was not previously available despite the exercise of due diligence, the party discovering the new evidence shall immediately provide such evidence to the other party for consideration. Evidence which is newly discovered after the Carrier has made its final decision after hearing shall not impact or alter the Carrier's decision in any respect.

7.1.5. **Appeal**

(a) The employee and/or the Union may appeal the Carrier's decision following the formal hearing in writing to the Vice President of Human Resources (or his/her designee) within five (5) business days following receipt by the employee of the Carrier's written decision.

(b) The Carrier shall respond to the appeal in writing within five (5) business days.

7.1.6. **Time Limits**

(a) **Failure to Satisfy Time Limits.** Any matter for which the time limits set forth in this paragraph 7.1 are not met shall be deemed abandoned and not subject to further challenge or review under this Agreement.

(b) **Extensions of Time.** The parties may, by mutual agreement in writing, extend the time limits for any discipline grievance.

(c) When used in this Article, "business day" means a 24-hour period from the triggering event/incident.

7.2 ARBITRATION OF DISCIPLINE CLAIMS.

7.2.1. **Right To Arbitration.** In the event a discipline claim is not adjusted under subparagraphs 7.1.3, 7.1.4, or 7.1.5 above, the employee and/or the Union may, within five (5) business days of the Carrier's denial of the appeal in subparagraph 7.1.5 above, request a conference with the Vice-President of Human Relations (or his/her designee) to discuss the appeal and the possibility of arbitration. If no mutually satisfactory adjustment of the claim is made during this conference, the employee and/or the Union shall present the Carrier within five (5) business days a written request for arbitration pursuant to the provisions of the Railway Labor Act. If such request is not made, the claim shall be deemed abandoned and shall not be subject to arbitration.

7.2.2. **Submission To Arbitration.** In the event the employee and/or the Union has served a written request to arbitrate a claim, the employee and/or the Union shall submit the dispute, in writing, to the appropriate division of the National Railroad Adjustment Board. If, however, the parties mutually agree, the parties may establish and submit the dispute to a public law board pursuant to Section 3, Second of the Railway Labor Act.

7.2.3. **Time Limits.** All claims shall be barred unless within nine (9) months from the date of the Carrier's decision proceedings are instituted by the employee and/or the Union before the appropriate division of the National Railroad Adjustment Board or public law board established by mutual agreement pursuant to Section 7.2.2. The parties may by mutual agreement in writing, extend the nine (9) month period for any particular discipline claim.

7.3 GRIEVANCE OF CONTRACT CLAIMS.

7.3.1. **Definitions.** For the purpose of this Agreement, (a) the term "Grievance" means any dispute, other than a dispute relating to discipline, between the Carrier and the Union, or between the Carrier and any employee, concerning the interpretation or application of this Agreement or a claim of breach or violation of this Agreement and (b) the term "business day" does not include Saturday, Sunday or a holiday designated in Article VI of this Agreement.

7.3.2. **Grievance Procedures.** Timely grievances will be processed according to the following procedures:

(a) **Step 1.** Any employee and/or his Union representative who feels that the employee has a grievance may present the grievance to the employee's immediate supervisor. If such a grievance is not resolved to the satisfaction of the grievant within seven (7) business days after presentation to the supervisor, the grievance shall be deemed denied.

(b) **Bypassing Step 1**. An aggrieved employee (or the Union) may bypass Step 1 and proceed directly to Step 2.

(c) **Step 2**. If no mutually satisfactory adjustment is made at Step 1, the employee and/or the Union may present the grievance in writing to a Carrier representative (as designated by the Carrier for this purpose) at Clewiston, Florida. The Carrier's designated representative will meet the Union's representative(s), and attempt to adjust the grievance within ten (10) business days following its receipt. The Carrier shall give a written decision within ten (10) business days of such meeting. If the Carrier does not give a written decision within that time period, the grievance shall be deemed allowed as presented, but shall not constitute precedent on any issue under this Agreement.

(d) **Step 3**. The employee and/or the Union may appeal the Carrier's decision following Step 2 above in writing to the Vice-President of Human Resources (or his/her designee) within five (5) business days following receipt by the employee of the Carrier's written decision. The Carrier shall respond to the appeal in writing within five (5) business days.

7.3.3. **Time Limits**. Any grievance in Step 1 or 2 above must be filed in writing with the Carrier within ten (10) business days of the date on which the facts giving rise to the grievance occurred or reasonably should have been known or available to the grievant. The parties may, by mutual agreement in writing, extend the time limits for any particular grievance.

7.4 ARBITRATION OF CONTRACT CLAIMS.

7.4.1. **Right To Arbitration**. In the event a grievance is not adjusted under Step 1, 2 or 3 above, the employee and/or the Union may request, within five (5) business days of the Step 3 denial of the grievance, a conference with the Vice-President of Human Resources (or his/her designee) to discuss the appeal and the possibility of arbitration. If no mutually satisfactory adjustment of the grievance is made during this conference, the employee and/or the Union shall present the Carrier within five (5) business days a written request for arbitration pursuant to the provisions of the Railway Labor Act. If such request is not made, the grievance shall be deemed abandoned and shall not be subject to arbitration.

7.4.2. **Submission To Arbitration**. In the event the employee and/or the Union has served a written request to arbitrate a grievance, the employee and/or the Union shall submit the dispute, in writing, to the appropriate division of the National Railroad Adjustment Board. If, however, the parties mutually agree, the parties may establish and submit the dispute to a public law board pursuant to Section 3, Second of the Railway Labor Act.

7.4.3. **Time Limits.** All claims or grievances shall be barred unless within nine (9) months from the date of the Carrier's decision proceedings are instituted by the employee and/or the Union before the appropriate division of the National Railroad Adjustment Board or public law board established by mutual agreement pursuant to Section 7.4.2. The parties may by mutual agreement in writing, extend the nine (9) month period for any particular grievance.

7.5 RESOLUTION OF DISPUTES BY MUTUAL AGREEMENT.

The Carrier's Designated Officer and the General Chairman for the employees shall have authority to reach decision on any dispute, grievance, controversy, or difference of opinion affecting this Agreement in any manner whatsoever, whether the case comes to them on appeal or otherwise. Decision reached on any such question by mutual agreement under this rule shall be final, and shall not be open to any question thereafter.

ARTICLE VIII. LEAVES OF ABSENCE

8.1 FUNERAL LEAVE.

a) Employees will be eligible to receive up to three (3) consecutive paid days of leave to attend the funeral of a member of their immediate family (spouse, child, current stepchild, employee's parent, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, or grandparent-in-law). Employees will be eligible to receive one (1) paid day of leave to attend the funeral of a non-immediate family member (stepmother, stepfather, stepbrother, or stepsister). An extra day will be allowed where the funeral is held out of the State of Florida. Such payments will not be made for days other than those on which the employee would have performed service (i.e., not rest days, vacations or holidays) and will not be considered in the calculation of overtime pay.

b) Any employee who serves as an active pallbearer at a fellow employee's funeral will be compensated for actual work time lost up to a maximum of one (1) day's work.

8.2 MILITARY LEAVE.

Employees on duty with the armed forces of the United States shall receive leave and reinstatement in accordance with USERRA and Family and Medical Leave Act, if applicable.

An employee who is a reserve member of a military organization of the United States of America, or a member of the National Guard of the State, and who attends a regular military training camp, will be given necessary time off for such training.

While attending such training, not including weekend training, the employee will receive their regular straight time pay based on forty (40) hours per week less that portion of base service pay received from the government attributable to the working days in the

employee's regular schedule for which they are eligible for protection against loss of pay, up to a maximum of ten (10) working days each calendar year, upon presentation in writing of satisfactory record of military pay received.

Employees attending such training will receive their holiday pay which falls during the training. The Carrier will make pension contributions for forty (40) hours a week for up to two weeks of such training.

8.3 FAMILY AND MEDICAL LEAVE.

To the extent that the Family and Medical Leave Act is applicable, such leave will be provided in accordance with the Act.

8.4 JURY DUTY.

Employees called to service on a jury or as a subpoenaed witness (other than plaintiff or defendant) will be paid the difference between their jury/witness pay and their normal earnings. To arrange for this payment, the employee must submit a court voucher (and subpoena for witnesses) with the amount of pay to their Supervisor upon return to duty.

ARTICLE IX. HEALTH INSURANCE AND OTHER BENEFIT PLANS

9.1 HEALTH CARE PLANS.

The Carrier will provide a health care plan on the same terms and conditions as provided to employees of United States Sugar Corp. The health care plan for represented employees is a separate document and will continue in effect during the term of this Agreement. The Carrier retains the right at its discretion to change plans or providers, so long as coverage is comparable. The employee premiums for the health care plan will be re-evaluated on January 1, 2023, January 1, 2024 and January 1, 2025 and may increase by no less than 0% and no more than 15% each year. Under no circumstances will premiums be reduced below the level set the previous year. It is agreed that relative employee and Carrier cost share percentages will remain the same in the event of a change. Those cost share percentages are in the aggregate across the Plans seventy percent (70%) borne by Carrier and thirty percent (30%) borne by employees. On an annual basis, in or around September, the Union will be invited to view the data used to set the subsequent year's health care premium rates. The data will be provided by health care consultants retained by the Carrier.

If Federal Legislation or the Affordable Care Act imposes tax penalties, additional fees or other requirements leading to premium cost increases upon employers, the Carrier reserves the exclusive right, not subject to collective bargaining, to require that relative Carrier cost share percentages for such items will remain the same as above.

Note 1: The coverages agreed to by the parties may be provided under one or a combination of the following as determined by the Carrier: (1) a self-insured arrangement maintained by Carrier, or (2) a contract with one or more insurance carriers, HMOs, PPOs, or other health care provider system, hospital, network or alliance. The selection of a specific PPO, HMO, health care provider system, insurance carrier, hospital, network or alliance will be at the Carrier's option and may be changed by the Carrier during the term of this Agreement.

Note 2: If the medical insurance is provided by an HMO and for any reason the HMO cancels or discontinues all or part of its coverages, the Carrier shall extend to the affected employees self-insured or insured coverages. The cost of such coverages to the Carrier shall not exceed the Carrier's share of the premium last paid the HMO.

9.2 PAID TIME OFF.

Permanent full-time employees with not less than twelve (12) months continuous service shall be credited with four (4) working days paid time off ("PTO") in an amount consistent with their regular working schedule in each twelve (12) month period following their eligibility date. Such time off will be no fault, and the employee must provide reasonable advance notice to their supervisor of their intent to take PTO, except in cases of emergency. Permanent employees who do not use all their PTO may bank up to twelve (12) PTO days for future use. Seasonal employees may take and bank one-half (1/2) the amount of PTO as permanent employees. Employees on leave may be required to use PTO, vacation or any other paid time off before commencing on unpaid leave. Paid leave must be taken in blocks of time consistent with the

employee's regular working schedule. PTO will not count as hours worked in calculating eligibility for overtime and/or overtime pay.

9.3 RETURN TO WORK FROM PERSONAL INJURY OR ILLNESS.

An employee absent because of illness or off-duty injury must, when ready to return to work, notify his supervisor as soon as reasonably possible before the day he desires to return. The employee may be required by the Carrier to furnish a report from his personal physician as to his physical ability to safely perform his normal duties. The Carrier will furnish to the employee the necessary forms for use by the employee's physicians in making the required report.

9.4 LIFE INSURANCE.

The Carrier will provide, at Carrier expense, life insurance with a $75,000 benefit.

9.5 AD&D INSURANCE.

The Carrier will provide, at Carrier expense, AD&D insurance with a $75,000 benefit.

9.6 DENTAL CARE.

The Carrier will provide a dental care plan on the same terms and conditions as provided to employees of United States Sugar Corp.

9.7 VISION CARE.

The Carrier will provide a vision care plan on the same terms and conditions as provided to employees of United States Sugar Corp.

ARTICLE X. NO STRIKES OR LOCKOUTS

During the term of this Agreement, and during any Railway Labor Act status quo period following the term of this Agreement, neither the Union nor any employee represented by the Union shall authorize, cause, encourage or engage in any strike or other form of job action, including but not limited to any sympathy strike, refusal to cross picket lines, picketing, wildcat strike, sick-out, intermittent strike, slowdown or stoppage of work and the Carrier agrees that it will not force employees covered by this Agreement to perform the work of any striking Carrier or United States Sugar Corporation employee represented by any AFL-CIO affiliate. If an employee or the Union has a legitimate concern about an employee's safety in crossing a picket line, the employee and/or the Union will contact the Carrier to coordinate safe ingress and egress to and from the property. In the event that any such job action occurs or is threatened, the Union shall: (a) immediately direct all Union-represented employees to continue to work and/or report to work in the customary manner; and (b) cooperate with management to the maximum extent necessary to ensure that operations are not disrupted. In the event that such a job action occurs, all work rules and restrictions in this Agreement are suspended and the Carrier may use management or non-Union employees (in addition to or without Union-represented employees) to conduct operations for the duration of the job action.

During the term of this Agreement, and during any Railway Labor Act status quo period following the term of this Agreement, the Carrier shall not cause, permit, or engage in any lockout of employees represented by the Union.

ARTICLE XI. MISCELLANEOUS

11.1 NON-DISCRIMINATION.

The Carrier and the Union agree to comply fully with all applicable Federal and State statutes and regulations regarding non-discrimination. Further, the Carrier and the Union agree that neither shall discriminate against employees covered by this Agreement on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, membership in a uniformed service or status as a disabled veteran.

11.2 GENDER.

Wherever in this Agreement a word denoting masculine gender appears it shall be interpreted to refer to both male and female employees.

11.3 COMMITTEES.

The Carrier will not discriminate against any employees who from time to time represent other employees and will grant them leave of absence when delegated to represent other employees. Committee persons will not be caused to lose paid time while representing other employees when called to participate in an investigation, formal hearing or arbitration under Article VII. Paid time for other union-related activities is subject to the discretion of the Carrier.

11.4 REPRESENTATION.

No employee will be required to attend a meeting, or answer questions from/with the Carrier's Officer that could or might result in discipline without Union representation.

An employee who accepts an official position with the Union will retain and continue to accumulate seniority in all crafts where seniority is held. Upon the employee's return to employment with the Carrier, they will be permitted to exercise seniority in accordance with the provisions of this Agreement.

11.5 CONTRACTING OUT.

11.5.1. The Carrier may contract out any work which satisfies the following criteria:

(a) Work for which the Carrier does not have sufficient manpower, or skill, or equipment to properly and timely perform the work. (The Carrier will not reduce manpower solely in order to contract out due to a lack of sufficient manpower.); or

(b) Work performed pursuant to a service contract or warranty; or

(c) Work for which the cost of performing the work in-house is substantially higher as compared with the cost of a contractor; or

(d) Work historically contracted out, including construction and other work and/or projects.

11.5.2. The Carrier agrees to notify the Union in writing prior to implementation of any new contracting out (except in emergencies).

11.6 SECURITY CAMERAS.

(a) At the Carrier's option, cameras may be used on Carrier's property, vehicles, equipment and within the working areas of its facilities for security, safety and protection of property and persons. Cameras will not be used for the sole purpose of randomly monitoring employee performance, and discipline shall not be based solely upon information gathered from random monitoring. The Carrier shall provide the Union with at least fifteen (15) calendar days advance notice of the proposed installation and/or any future changes in any use of the cameras. If the Carrier intends to use information from the cameras for disciplinary purposes, the Carrier must produce the information upon receiving a request from the Union during the investigation procedure.

(b) The Carrier shall not place cameras in locations that will monitor employees entering or leaving bath and/or shower rooms.

11.7 ON THE JOB INJURIES.

Employees injured while at work will not be required to make accident reports before being given medical attention. Medical attention will be given as quickly as possible. Employees must make accident reports as early as practicable.

Employees injured while on duty that are required to visit the doctor during working hours will do so without loss of time.

11.8 UNION BULLETIN BOARD.

The Carrier will install bulletin boards in locking cabinets with keys in the Carrier office and the shop. Such bulletin boards are to be used by the Union for the purpose of posting non-controversial notices, notices of meetings and elections, and other related information for the welfare of its members and it shall not be necessary to have Carrier approval to post any such notice on these bulletin boards.

11.9 CONDITIONS OF SHOP.

The following past practices will continue to be followed in the future:

11.9.1. The Carrier shall provide all personal protective equipment required by state and federal regulation and/or Carrier policy.

11.9.2. Good drinking water and ice will continue to be made available by the Carrier for all personnel.

11.9.3. All shop tools, including air tools, lift fixtures, jacks, hydraulic tools, hand tools and any other tool not listed here required to maintain and/or repair locomotives, trucks or other vehicles, buildings, or track machines and/or equipment shall be furnished by the Carrier and be maintained by the Carrier and employees in proper, safe operating condition. Employees are required to notify the Carrier if equipment and tools are not in proper, safe operating condition.

11.9.4. All tools and equipment required by the Maintenance of Way department necessary to perform their duties in the maintenance and repair of track shall be furnished by the Carrier and maintained by the Carrier and employees in proper safe operating condition. Employees are required to notify the Carrier if equipment and tools are not in proper, safe operating condition.

11.9.5. All of the office facilities, locomotives, and shops will continue to be maintained in good sanitary and clean condition and working conditions will be maintained so as to provide a safe and efficient workplace that complies with all laws. It is incumbent on employees to keep their work areas clean and orderly.

11.9.6. The Carrier will provide two locked Porta Potties for use by Operations employees at locations to be determined jointly by the Carrier and the Union. The Carrier shall endeavor to maintain the Porta Potties in clean and sanitary condition. If the Porta Potties are vandalized, the Carrier may remove the Porta Potties.

11.9.7. The Carrier will provide hand sanitizer on each locomotive.

11.10 DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT.

The Carrier will have printed in book form copies of the collective bargaining agreement and furnish a copy to each employee affected.

11.11 VOLUNTARY 401(K) PARTICIPATION.

Employees shall be eligible to participate in the Carrier's 401(k) savings plan on the same terms and conditions as US Sugar employees.

11.12 VERIFICATION OF DRIVER'S LICENSES.

All employees who use a Carrier's vehicle or who are required to operate a Carrier's vehicle as a requirement of their job must maintain a copy of their current driver's license with the Carrier. In addition, employees are required to submit a signed authorization in the form substantially similar to the Disclosure and Authorization for Consumer Reports document attached at Appendix A to this Agreement for the Carrier to verify the status of their driver's license. This authorization does not give the Carrier authorization to gather any other

information other than the active or inactive status of the employee's driver's license. A third party may be used for verification of driver's licenses.

The Carrier shall notify the Union of the third party they use to verify the status of employee driver's licenses.

Employees' personal driving history will not be subject to review by the Carrier. Any information provided by a third party other than the status of active or inactive status of an employee's driver's license cannot be used to charge or cause for disciplining an employee. However, an employee whose job requires them to drive a Carrier's vehicle or whose driver's license becomes inactive may be disqualified and, if so, disqualified given reasonable time to bring his license back to active status.

An employee must inform the Carrier immediately upon his driver's license becoming inactive. However, an employee will not be required to explain or divulge the reasons causing his driver's license becoming inactive. Failure by the employee to properly notify the Carrier that his driver's license becomes inactive can result in disciplinary action.

11.13 UNION TRAINING.

The Carrier agrees to allow up to three (3) chairman (one chairman at a time) per year paid time off in one week increments (up to 40 hours), for a maximum union training allotment (not per chairman) of three (3) weeks per year. Requests for leave to attend union training must be made at least three weeks in advance. The scheduling of union training will be subject to the same rules for scheduling of vacation set forth in Article 6.8.3.

ARTICLE XII. EXTRA BOARD

- Extra board employees must be qualified as an Engineer and Conductor able and willing to work either classification. Extra board will only be required to perform the duties of Operations in accordance with Article 6.1.1 of the CBA. Extra board employees will be called in rotation from the top of the extra board, regardless of position being called for.

- The extra board will be managed by Manager of Operations and the Union. Calls will be made by the Manager of Operations or his designee.

- Extra board employees are required to keep a current phone number(s) on file with the Carrier. An employee not reachable by the latest phone number(s) on file will result in a missed call.

- Extra board guidelines will be consistent year round.

- Extra board employees will be required to protect 24 hours per day. Employee will be subject to the FRA Hours of Service.

- Extra board employees will be required to protect six (6) calendar days (midnight to midnight) and will have one (1) calendar rest day.

- Extra board jobs will be canvassed per assigned rest day.
    - Extra board employees will not be called for regular assignments during the hours of their rest day.
    - Extra board employees will not be called for any shift that will require them to work into their rest day.
- Extra board employees will have 3 hours from the call time to report to duty.
- Marking off, missed calls or refusing a call will result in the loss of 8 hours of guarantee pay. Employee's name will be rotated to the bottom of the extra board. Missed calls and/or refusing a call will be handled in accordance with Article 6.10.
- Extra board employees will be paid at the Engineer rate of pay in accordance with Article 6.12. Actual hours worked in excess of 40 hours a week will be governed by Article 6.16.
- When a holiday falls on a day in which the employee is required to protect, he will be paid an additional 8 hours at the Engineer's rate to his guarantee for protecting the holiday. For actual hours worked on the holiday, he will be paid at the overtime rate.
- Extra board employees will be rotated in accordance with the guidelines, except when employee is on the top of the extra board or reaches the top of the extra board on his rest day and then he will be held at the top of the extra board and rotated in accordance with the guidelines. Extra board employees will be guaranteed 8 hours of pay for every day required to be on call.

ARTICLE XIII. DURATION

This Agreement constitutes and states the full and complete settlement and agreement between the parties on rates of pay, rules and working conditions for all employees of the Carrier who are represented by the Union. This Agreement shall become effective on the date of ratification and shall remain in full force and effect until June 1, 2025, and shall renew itself without change until each succeeding June 1 thereafter unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days, but not more than ninety (90) days, prior to that date or the same date in any year thereafter.

In witness thereof, the parties hereto have signed this Agreement on this 2nd day of February, 2023.

INTERNATIONAL ASSOCIATION OF MACHINISTS
& AEROSPACE WORKERS

Jason Gibbs
General Chairman
District Lodge 19

SOUTH CENTRAL FLORIDA EXPRESS

Robert H. Buker
President & CEO

Robert Lawson
Negotiating Team Member
General Manager Railroad Operations

Bereniz Mendoza
Negotiating Team Member
Manager, Human Resources

APPENDIX A

Disclosure and Authorization for Consumer Reports

Disclosure that Consumer Report may be Obtained for Employment Purposes

South Central Florida Express hereby advises you that, for employment purposes, including, but not limited to, promotion, reassignment and retention, South Central Florida Express may obtain or have prepared one or more driver's license verification.

By signing below, you acknowledge that you have received and read ***A Summary of Your Rights Under the Fair Credit Reporting Act*** and this Disclosure and Authorization. By signing below, you certify that you understand the documents you have received.

Authorization to Obtain Consumer Report

I _____, hereby authorize ***South Central Florida Express*** to obtain or have prepared one or more driver's license verification of active or inactive, on me for employment purposes, including, but not limited to, promotion, reassignment, retention of employment and any other uses not prohibited by law, prior to and during my employment with ***South Central Florida Express***. I understand this information may be obtained from law enforcement agencies and other agencies. I hereby authorize law enforcement agencies, federal, state and local agencies and courts, information bureaus, licensing agencies and governmental agencies to provide information ***only pertaining to the status of my driver's licenses*** that is requested by a consumer reporting agency or ***South Central Florida Express***.

This Disclosure and Authorization is valid for current and future reports, and I understand that South Central Florida Express intends for this Disclosure to cover any additional driver license verification obtained while I remain an employee.

_____ _____

(Date)

Driver's License State & Number: _____

Complete Residential Address:

_____

_____