

Tentative Agreement
May 25, 2010

The following terms are to be added to the Operating Terms dated May 2, 2010.

1. Term: 1/1/10 to 12/31/11
2. 2% wage increase on 4/1/11
3. Company to increase contribution to health care by \$50/month effective 1/1/11
4. Seniority: Section 15.F. Termination of Benefits and Seniority During Leaves of Absence.

(1) Employees on Leaves of Absence Not Caused by Industrial Injury

- a. Health and dental insurance benefits for employees on family and medical leave shall continue in accordance with Article 16, Section G.
- b. Employees on non-family and medical leave for a period of less than 31 days will continue to receive benefits. For a leave of absence lasting 31 days or longer, the Employer's obligation to pay the premiums for health, dental and life insurance shall end after making one (1) monthly payment beyond the date the leave of absence began, after which the employee is obligated to pay the necessary premiums to maintain insurance coverage for that employee and his/her dependents.

Any employee on such a leave of absence over 30 days will stop his/her progression through the compensation schedule (step increases), and will lose one twelfth of his/her vacation for each month of work missed after the first 30 days of leave. Employees on leave of absence over 30 days are not entitled to jury duty pay during any period of absence beyond that time. Employees on leave of absence are not entitled to holiday pay for any holiday occurring during the leave.

Employees on any such leave of absence over 30 calendar days will, on the 31st day of leave of absence, stop accruing seniority for any purposes under this Agreement including, but not limited to, vacations and holidays, with one exception (an employee on a leave of absence for any reason will continue to accrue seniority for shift pick bidding purposes only). This paragraph does not apply to authorized leaves of absence for Union business.

5. Train Operators will be permitted to purchase at their own expense and wear shorts as part of their uniform. The type of shorts, brand, length, etc. will be determined by management.

6. Employees who cash out sick leave must have a minimum of 80 hours on the books after cash out (formerly 144 hours minimum).
7. Special maintenance projects that require a specific expertise will occur from time to time. The company will attempt to qualify as many employees as possible to participate in special project assignments and, based on operational need, will make its best effort to confine special projects to an individual shift pick. LRV does the pick selection 3-weeks in advance of its effective date. Based on who picks what, a special assignment may or may not be needed. If a special assignment is needed, the person that is selected for the special assignment will move to where they are needed and their bid work will be reposted and made available for someone else. This all will be done within that three-week period.
8. Christmas holiday in the LRV Department will be observed on December 25th.
9. IBEW will sign the Return to Work Program dated May 2, 2010
10. IBEW agrees to the Attendance, Tardy and Missout Policy dated May 2, 2010

