TA Date: 9/5/25 NCCC: Jfr SMART-TD(YM):

Document "B" (Yardmasters)

AGREEMENT

THIS AGREEMENT, made this ___ day of ____ 202_ by and between the participating carriers listed in Exhibit A attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Yardmasters Department, International Association of Sheet Metal, Air, Rail and Transportation Workers, Transportation Division ("SMART-TD") witnesseth:

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 - First General Wage Increase

Effective July 1, 2025, all standard basic daily rates of pay for employees covered by this Agreement in effect on June 30, 2025 shall be increased by four (4) percent.

Section 2 - Second General Wage Increase

Effective July 1, 2026, all standard basic daily rates of pay in effect on June 30, 2026 for employees covered by this Agreement shall be increased by three-and-three-quarters (3.75) percent, computed and applied in the same manner prescribed in Section 1 above.

Section 3 - Third General Wage Increase

Effective July 1, 2027, all standard basic daily rates of pay in effect on June 30, 2027 for employees covered by this Agreement shall be increased by three-and-one-half (3.5) percent, computed and applied in the same manner prescribed in Section 1 above.

Section 4 - Fourth General Wage Increase

Effective July 1, 2028, all standard basic daily rates of pay in effect on June 30, 2028 for employees covered by this Agreement shall be increased by three-and-one-quarter (3.25) percent, computed and applied in the same manner prescribed in Section 1 above.

TA Date: 9/5/25 NCCC: jfr SMART-TD(YM):

Section 5 - Fifth General Wage Increase

Effective July 1, 2029, all standard basic daily rates of pay in effect on June 30, 2029 for employees covered by this Agreement shall be increased by three (3.0) percent, computed and applied in the same manner prescribed in Section 1 above.

ARTICLE II – VACATION

Section 1 – Vacation for New Hires ("Year 0")

Effective on the date of this Agreement, new hire employees working full-time will have paid vacation days, to be taken as single day vacation subject to all applicable rules, based on their date of hire month (in Year 0) as follows:

January/February 5 days March/April 4 days May/June 3 days July/August 2 days September/October 1 day

Employees working alternative work schedules will earn this entitlement in accordance with local agreement terms.

Section 2 -- Vacation "Year 1" for Non-Qualifying Employees

Effective on the date of this Agreement, employees working full-time in their second calendar year of employment (Year 1) who did not qualify for vacation in the prior year (Year 0) under the National Vacation Agreement but who worked a full-time schedule will have five (5) paid vacation days subject to all applicable rules.

Section 3 - Vacation Accrual Acceleration

Effective on the date of this Agreement, Section 1 of the Vacation Agreement contained in Article III of the Agreement of January 29, 1965 is further amended to reflect the following accrual schedules for employees with six or more years of continuous service:

On Carriers where Agreement "A", dated November 2, 1950, as amended, or its equivalent is in effect:

Section 1(a)(2)

TA Date: 9/5/25 NCCC: JG SMART-TD(YM): JOF

An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has six (6) or more years of continuous service with the employing carrier.

Section 1(a)(3)

An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has fifteen (15) or more years of continuous service with the employing carrier.

Section 1(a)(4)

An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty-three (23) or more years of continuous service with the employing carrier.

On Carriers where Agreement "A", dated November 2, 1950, as amended, or its equivalent is not in effect:

Section 1(b)(2)

An annual vacation of three weeks (18 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year has six (6) or more years of continuous service with the employing carrier.

Section 1(b)(3)

An annual vacation of four weeks (24 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation year

TA Date: 9/5/25 NCCC: $\frac{1}{2}$ SMART-TD(YM): $\frac{1}{2}$

has fifteen (15) or more years of continuous service with the employing carrier.

Section 1(b)(4)

An annual vacation of five weeks (30 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yardmaster who rendered compensated service as yardmaster on not less than one hundred twenty (120) days during the preceding calendar year and who at the beginning of the vacation has twenty-three (23) or more years of continuous service with the employing carrier.

Section 4 - Single Day Vacation

Effective on the date of this Agreement, employees will be permitted to take five (5) days of their accrued vacation allowance as single vacation days within each calendar year, subject to all applicable rules. This will not impair any agreements providing for the scheduling of more than five (5) days of vacation as single day vacation.

Article III - Health and Welfare

Part A – Plan Changes

Section 1 – Continuation of Plan

The SMART-TD Health and Welfare Plan ("SMART-TD H&W Plan") and the Railroad Employees National Health and Welfare Plan (individually and collectively referred to, depending on the context, as "the Plan"), The Railroad Employees National Dental Plan ("the Dental Plan"), The Railroad Employees National Vision Plan ("the Vision Plan"), modified as provided in this Article with respect to employees represented by the Organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Design Changes

The Plan's Managed Care Program "(MMCP") and the Comprehensive Health Care Benefit (CHCB) shall both be revised as follows:

- (a) Plan coverage for surviving dependents will be extended through the end of the sixth (6th) month following the month in which the employee dies.
- (b) Plan benefits will include male sterilization procedures (i.e., vasectomy), not

TA Date: 9/5/25 NCCC: jfr SMART-TD(YM): PF

including reversals.

The plan design changes contained in this Section shall become effective on the date of this Agreement, or as soon thereafter as practicable.

Section 3 – Plan Design Changes to Contain Costs

- (a) The Plan's Prescription Drug Card Program and Mail Order Prescription Drug Program shall be revised to include the PBM's full utilization management rules package for specialty drugs and four additional non-specialty therapeutic classifications (anti-infective agents, central nervous system, gastroenterology and ophthalmology).
- (b) The Plan shall implement improper billing detection and mitigation programs where available with the Plan's medical vendors.
- (c) The Plan shall implement out-of-network referenced-based pricing programs where available with the Plan's medical vendors.
- (d) The monthly payment for employees who elect to opt-out of coverage under the Plan will be increased from \$100 to \$200.

The plan design changes contained in this Section shall become effective on the date of this Agreement, or as soon thereafter as practicable thereafter.

Section 4 - Plan Design Changes - The Dental Plan

The individual annual maximum dental benefit under the Railroad Employees National Dental Plan will be increased from \$1,500 to \$2,500, and the individual lifetime maximum orthodontia benefit will be increased from \$1,000 to \$2,500.

The plan design changes contained in this Section shall become effective on the date of this Agreement, or as soon thereafter as practicable.

Section 5 - Plan Design Changes – The Vision Plan

The vision frame allowance under the Railroad Employees National Vision Plan will be increased from \$115 every two years to \$250 every two years.

The plan design changes contained in this Section shall become effective on the date of this Agreement, or as soon thereafter as practicable.

TA Date: 9/5/25 NCCC: Jfr SMART-TD(YM):

<u>Section 6 – Plan Design – Employee-Only, Reduced-Rate Option</u>

The Plan will offer a medical coverage option with a reduced, employee-only rate as follows:

- (a) There will be a single funding pool to include existing plan options and the new reduced-rate option.
- (b) The employee-only reduced-rate option employee monthly contribution will be ten percent (10%) of the Carrier's Monthly Payment Rate (as defined below), and will be subject to the provisions of the Side Letter covering contribution rates during the post-2030 amendable period (attached).
 - (c) The employee-only reduced-rate option will be HSA eligible.
 - (d) The reduced-rate option will have the following plan design features:

	In Network	Out of Network
Deductible	\$2,500	\$5,000
Out of pocket maximum	\$5,000	\$10,000
Coinsurance – office visits and in/outpatient care	90% after deductible	70%
RX – generic coinsurance (retail and mail order)	10% after deductible	75% of R&C
RX – formulary (retail and mail order)	20% after deductible	75% of R&C
RX – non-formulary (retail and mail order)	30% after deductible	75% of R&C
Employee contributions	10% of payment rate (20	025 = 185.03/month

The plan design changes in this Section shall become effective on the date of this Agreement, or as soon as reasonably practicable thereafter.

Part B – Employee Sharing of Plan Costs

<u>Section 1 - Monthly Employee Cost-Sharing Contributions (Not Applicable to Employee-Only, Reduced-Rate option)</u>

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

TA Date: 9/5/25 NCCC: Js SMART-TD(YM): SMART-TD(YM):

year shall mean one twelfth of the sum of what the carrier's monthly payments to

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

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

Part C - Other

If existing national health care legislation is repealed, the parties will meet and confer on a voluntary basis to discuss the benefits that were previously mandated.

ARTICLE IV – GENERAL PROVISIONS

Section 1 - Court Approval

This Agreement is subject to approval of the courts with respect to participating carriers in the hands of receivers or trustees.

Section 2 - Effect of this Agreement

- (a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the organization by the carriers listed in Exhibit A on or subsequent to November 1, 2024 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2024 (including any notices outstanding as of that date).
- (b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 2029 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Agreement shall serve or progress, prior to November 1, 2029 (not to become effective before January 1, 2030), any notice or proposal.

TA Date: 9/5/25 NCCC: Jfr SMART-TD(YM): OF

This Article will not bar management and the organization on individual railroads from

SIGNED AT ARLINGTON, VA, THIS _TH DAY OF _____, 2025. FOR THE PARTICIPATING FOR THE EMPLOYEES **CARRIERS LISTED IN** REPRESENTED BY THE **EXHIBIT A:** YARDMASTERS DEPT., SMART, TRANSPORTATION DIVISION:

(d)

agreeing upon any subject of mutual interest.

TA Date: 9/5/25 NCCC: jfr SMART-TD(YM): QFF
, 202
Mr. Jeremy R. Ferguson President - Transportation Division International Association of Sheet Metal, Air, Rail and Transportation Workers 6060 Rockside Woods Blvd. N., Ste. #325 Independence, OH 44131
Dear Mr. Ferguson:
This confirms our understanding with respect to the general wage increase provided for in Article I, Section 1 of the Agreement of this date.
The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases as soon as possible and no later than sixty (60) days after the date of this Agreement. The carriers will also implement the general wage increases referenced above as soon as practicable.
If a carrier finds it impossible to make such payments by that date, such carrier shall notify you in writing, explaining why such payments have not been made and indicating when the payments will be made.
Please acknowledge your agreement by signing in the space provided below.
Sincerely,
Jeffrey F. Rodgers
I agree:
J. Ferguson

TA Date: 9/5/25 NCCC: 1/2 SMART-TD(YM): 202_ #2

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

Dear Mr. Ferguson:

This confirms our understanding and agreement regarding employee contributions to the SMART-TD Health and Welfare Plan ("SMART-TD H&W Plan") and the Railroad Employees National Health and Welfare Plan (individually and collectively referred to, depending on the context, as "the Plan"). For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to 15% (fifteen percent) of the Carrier's then current Monthly Payment Rate. In the event new collective agreements are not negotiated and ratified prior to January 1, 2031, the monthly cost-sharing contribution will not be increased beyond the rate last established under the terms of the January 1, 2025 agreements.

Upon ratification of successor agreement(s), the full 15% employee contribution rate will be reinstated unless otherwise agreed. If the negotiations for such successor agreement(s) result in retroactive wage increases applicable for the period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the rate established under the predecessor agreements, retroactive application will also be applicable to those contribution increases.

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

	Sincerely,
I agree:	Jeffrey F. Rodgers
J. Ferguson	

TA Date: <u>9/5/25</u>	NCCC: jfr	SMART-TD(YM)	:GRF
			, 202_ #3

Dear Mr. Ferguson:

J. Ferguson

This confirms our understanding and agreement regarding implementation of Article II – Vacation. The parties agree to meet within 30 days of the date of this Agreement to implement Article II, Sections 1, 2, 3, and 4. Should the parties fail to agree on implementation of changes to vacation pursuant to Article II, Sections 1, 2, and 3 in the calendar year 2025, employees who have an employment relationship with the carrier on the date of this Agreement, and who would have been eligible for vacation enhancements in Article II of this Agreement, will receive a pro rata payment in lieu of receiving vacation benefits for the calendar year 2025, subject to the following schedule:

Date of Agreement	Pro rata payment
January/February 2025	5 days
March/April 2025	4 days
May/June 2025	3 days
July/August 2025	2 days
September/October 2025	1 day

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

Sincerely,

Jeffrey F. Rodgers
I agree:

TA Date: <u>9/5/25</u>	NCCC: jfr	SMART-TD(YM):)RF
			202_ # <u>4</u>

Dear Mr. Ferguson:

This confirms our understanding and agreement that existing agreements pertaining to vacations are amended to provide that an employee receiving a vacation, or pay in lieu thereof, will be paid for each week (five work days) of such vacation 1/52 of the compensation earned by such employee on the carrier on which the employee qualified for vacation during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered. The term "compensation" as used herein shall be interpreted and applied consistent with the rules and practices on the carrier applicable to operating craft employees covered by agreements with SMART-TD.

	Sincerely,
	Jeffrey F. Rodgers
I agree:	
J. Ferguson	

TA Date: <u>9/5/25</u>	NCCC: jfr SMAR	T-TD(YM):
	_	, 202

Dear Mr. Ferguson:

This confirms our understanding and agreement that Yardmasters at non all services rendered locations working on a guaranteed extra board under the jurisdiction of SMART-TD (YM) will be guaranteed one (1) scheduled rest day per week. If a guaranteed extra board employee is on their scheduled rest day and there is a temporary vacancy of a position covered by a guaranteed extra board, that vacancy may be filled at the carrier's discretion. This does not prevent the carrier from abolishing positions in accordance with existing agreements. The parties agree to meet within 30 days of the date of this Agreement to negotiate the terms and conditions of the guaranteed extra board scheduled rest day.

	Sincerely,
	Jeffrey F. Rodgers
I agree:	
J. Ferguson	

TA Date: <u>9/5/25</u>	NCCC: jfx_SMART-TD(YM):)RF
	,	202_ # <u>6</u>

Dear Mr. Ferguson:

This will confirm our understanding regarding further discussions between the organization and participating carriers following ratification of this agreement.

Upon request by the organization, each participating carrier that does not provide paid sick leave to employees covered by this agreement shall engage in local discussions on a voluntary basis (i.e., not under Section 6 of the RLA) regarding the organization's paid sick leave proposal. The discussions shall be scheduled to occur on not less than two consecutive days in the first three-month period following ratification and, if necessary, two consecutive days in the second three-month period. During such discussions, the parties shall attempt to reach a mutually beneficial agreement. This Side Letter will expire six months following ratification.

	Sincerely,
	Jeffrey F. Rodgers
I agree:	
J. Ferguson	

TA Date: <u>9/5/25</u>	NCCC: Jfr SM	ART-TD(YM): QRF
		, 202

Dear Mr. Ferguson:

This confirms our understanding that effective _____ each carrier may require an employee to substitute (as defined in 29 CFR 825.207, as amended) the employee's paid sick leave (if applicable), personal leave days, and/or single vacation days (in that order) for any intermittent Family Medical Leave Act (FMLA) leave (as defined in 29 CFR 825.202, as amended) to the fullest extent permitted by law.

This Agreement does not limit any existing rights of the Carrier with respect to substitution of paid leave in circumstances not described above.

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

Sincerely,

Jeffrey F. Rodgers

I agree:

J. Ferguson

EXHIBIT A (SMART-TD-YDM)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2024 BY AND ON BEHALF OF SUCH CARRIERS UPON SMART, TRANSPORTATION DIVISION, YARDMASTERS DEPARTMENT AND NOTICES SERVED ON OR AFTER NOVEMBER 1, 2024 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE YARDMASTERS DEPARTMENT - SMART, TRANSPORTATION DIVISION, UPON SUCH CARRIERS.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Yardmasters Department – SMART-TD:

Consolidated Rail Corporation

Consolidated Rail Corporation (Mechanical Foremen) - 3

Delaware & Hudson Railroad Company d.b.a. CPKC - 1

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

Illinois Central Railroad Company d.b.a. C.N.

Indiana Harbor Belt Railroad Company

The Kansas City Southern Railway Company d.b.a. CPKC - 1

Longview Switching Company

New Orleans Public Belt Railroad Corporation - 2

Norfolk & Portsmouth Belt Line Railroad Company

Norfolk Southern Railway Company

The Alabama Great Southern Railroad Company

Central of Georgia Railroad Company

The Cincinnati, New Orleans & Texas Pacific Railway Co.

Georgia Southern and Florida Railway Company

Tennessee, Alabama and Georgia Railway Company

Tennessee Railway Company

Northeast Illinois Regional Commuter Railroad Corporation d.b.a. Metra - 1

Portland Terminal Railroad Company

Port Terminal Railroad Association

Soo Line Railroad Company d.b.a. CPKC - 1

Terminal Railroad Association of St. Louis

Texas City Terminal Railway Company - 1

Wisconsin Central Ltd. d.b.a. C.N.

Wisconsin Central Ltd. (former Elgin Joliet and Eastern Railway) d.b.a. C.N.

Wisconsin Central Ltd. (former Duluth, Missabe & Iron Range Railway Co.) d.b.a. C.N.

* * * * * *

Notes:

- 1 Health & Welfare and Supplemental Sickness only
- 2 Wages, Health & Welfare and Supplemental Sickness only
- 3 Wages & Rules and Health & Welfare only

FOR THE CARRIERS:	FOR YARDMASTERS DEPARTMENT, SMART-TD	
Arlington, VA,		

AGREED UPON QUESTIONS AND ANSWERS 2025 NATIONAL RAIL AGREEMENT

ARTICLE I – WAGES

- Q1: If the Agreement ratifies, will Employees receive back pay?
- A1: Yes. As per Article I and Side Letter #1, Employees will receive a 4.00% general wage increase retroactive to July 1, 2025. Retroactive payments will be made no later than 60 days after the date of the Agreement, under the same principles and guidelines as prior Agreements.
- Q2: Will an individual furloughed or suspended when the Agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A2: Yes.
- Q3: Will an individual in dismissed status when the Agreement becomes effective be eligible to receive the retroactive wage adjustment?
- A3: Yes, if the individual is reinstated to service, the individual will be eligible for the retroactive wage adjustment to the extent applicable and consistent with the reinstatement.
- Q4: Will an Employee who has been dismissed/suspended between July 1, 2025, and the effective date of this Agreement, who is subsequently reinstated/suspension removed or overturned, with pay for time and benefits lost, have the retroactive pay increases applied to his/her payment for time lost?
- A4: Yes, to the extent applicable.
- Q5: Will Employees on approved leaves of absence (medical, disability, or otherwise) be eligible to receive retroactive backpay provided for in this Agreement?
- A5: Yes, so long as the Employee maintains his/her employment relationship with the Carrier, or subsequently retires or dies.
- Q6: Will the retroactive wage payments made to Employees include previous vacation payments, personal leave days, and all other contractual pay entitlements?
- A6: Yes, if and to the extent such payments are subject to the application of general wage increases.

- Q7: Will retroactive payments be accompanied by a detailed payment description, including a breakdown of how the payment was calculated?
- A7: Any Employee who believes his/her back pay computation is incorrect may make written request through their General Chairperson for information regarding that computation. If the General Chairperson concludes that the request has good cause, they will submit it to the Carrier, and a Carrier representative will respond. The request must be made to the Carrier within thirty (30) days of receipt of the retroactive payment. Disagreements between the parties may be referred to the President of SMART-TD and the Chairman of the NCCC.
- Q8: Will an Employee who voluntarily resigned receive back pay?
- A8: Employees who resign prior to ratification of the National Agreement will not receive back pay. Employees who resign after ratification of the National Agreement, including those who retired or died subsequent to June 30, 2025, will receive back pay.

ARTICLE II – VACATION

- Q1: Does Article II, Section 3, of this Agreement alter local agreements that prescribe a greater vacation accrual rate for Employees than what is set forth in this provision?
- A1: No, on properties where local agreements prescribe a greater vacation accrual rate for Employees than what is set forth in Article II, Section 3, of this Agreement, the greater vacation accrual rate for Employees specified in the local agreement shall prevail.
- Q2: Will Employees with 6 & 7 years, 15 & 16 years, and 23 & 24 years of service receive an additional week of vacation to be used in 2025?
- A2: If the Agreement ratifies in October, and as outlined in Side Letter #3, the parties will meet within 30 days of the date of the Agreement to implement changes to vacation in calendar year 2025. Should the parties fail to agree on implementation of changes to vacation in the calendar year 2025, employees who would have been eligible for vacation enhancements in Article II will receive a pro rata payment of either 1 day (based on a 5-day vacation week) or 2 days (based on a 7-day vacation week) in lieu of receiving vacation benefits for the calendar year 2025.

- Q3: Will Employees who have 5 years, 14 years, or 22 years of service in 2025 receive an added week of vacation effective January 1, 2026?
- A3: Yes, provided they have met the compensated service requirements under the National Vacation Agreement.
- Q4: How does the Vacation Accrual Acceleration outlined in Section 4 affect the basic day requirement to qualify for vacation?
- A4: The basic day requirements for the preceding calendar year remain unchanged at 240 basic days. The minimum cumulative basic day requirements to qualify for the below weeks of vacation are updated as follows:
 - 2 weeks 320 basic days in two (2) or more years of continuous service
 - 3 weeks 960 basic days in six (6) or more years of continuous service
 - 4 weeks 2,400 basic days in fifteen (15) or more years of continuous service
 - 5 weeks 3,680 basic days in twenty-three (23) or more years of continuous service
- Q5: Article II, Section 1, pertaining to vacation enhancement for "Year 0" Employees references both their full-time status and their mark-up date. Is this their hire date, their seniority date, the date they first performed service, the date of the completion of the newhire training program, or some other date?
- A5: "Year 0" Employees are considered marked up on the date that they complete training and mark up as being available to perform compensated service on an assignment where SMART-TD holds this contract.

ARTICLE III – HEALTH & WELFARE

- Q1: Will there be an increase in the monthly cost-sharing contributions for Employees?
- A1: The monthly contribution will remain at 15% of the Carriers' monthly payment rate using the same calculation that is currently in effect. Starting in 2030, contributions are fixed as described in Side Letter #2.
- Q2: Will any of the cost-containment programs in Article III, Section 3, limit member choice of doctors or prescriptions? Will they increase member out-of-pocket costs?
- A2: Programs are to reduce the potential for fraud, waste, and abuse. They will not change provider networks, pharmacy formulary lists, or out of pocket costs (i.e., copays, deductibles, coinsurance, andout-of-pocket maximums).

- Q3: Earlier this year, I used my full \$115 vision frame allowance. Will I be eligible for the \$250 frame allowance starting January 1, 2026?
- A3: No, the frame allowance is available every two years. Accordingly, you would be eligible for the new \$250 allowance starting January 1, 2027. However, if you last used the \$115 vision frame allowance in 2024, then you would be eligible for the new allowance starting January 1, 2026.
- Q4: My kids wear braces, we reached their individual \$1,000 lifetime orthodontia maximum benefit in 2024, and they will still be wearing braces in 2026. Will they be eligible for the \$2,500 lifetime orthodontia maximum benefit?
- A4: Yes, they will each be eligible for up to \$1,500 in additional orthodontia coverage, subject to the rules of the Dental Plan.
- Q5: Is there any situation where enrollment in the new High Deductible Health Plan (HDHP) benefit will be mandatory?
- A5: No, enrollment in the HDHP benefit is entirely optional.
- Q6: Will the addition of the HDHP benefit option increase premiums (and therefore the 15% monthly cost-sharing contributions) for members who remain in the existing Managed Medical Care Plan (MMCP) or Comprehensive Health Care Benefit (CHCB) benefits?
- A6: No, claims will be pooled between all Plan benefit options, just as they are with the MMCP and CHCB benefits today. There is one combined Carrier payment rate for all Plans, which is used to calculate the Employee 15% monthly cost-sharing contributions.
- Q7: If I enroll in the HDHP benefit, will my spouse and/or dependent children still be eligible to participate in the existing MMCP or CHCB benefits?
- A7: No, the HDHP benefit only provides medical coverage for the Employee. Spouses and dependent children would need to find coverage under another H&W Plan.
- Q8: If I get married and my spouse has access to their own medical coverage, would it still be possible to elect the HDHP benefit to cover myself only?
- A8: Yes, Employees with spouses and/or dependent children will have the option to elect the HDHP for themselves only.

- Q9: If I elect the HDHP benefit, will my spouse and/or dependent children still be eligible for dental and vision benefits? If so, will it increase my monthly cost-sharing contributions?
- A9: Yes, spouses and dependent children are still eligible for dental and vision benefits when an Employee enrolls in the HDHP benefit. It will not increase the Employee's monthly cost-sharing contribution.
- Q10: If an Employee elects the HDHP benefit and later wants to return to the existing MMCP or CHCB benefits, will they be able to transfer back?
- A10: Yes, the Employee could transfer back to the existing MMCP or CHCB benefits if there is a qualifying life event (*e.g.*, a single Employee gets married and wants to provide coverage for their spouse). If there is no qualifying life event, the Employee will have the opportunity to elect the MMCP or CHCB Plan during the annual open enrollment period in October, which would become effective January 1 of the following calendar year.
- Q11: If an Employee elects to remain in the existing MMCP or CHCB benefits and later wants to transfer to the HDHP benefit, will they be able to do so?
- A11: Yes, the Employee could transfer to the HDHP if there is a qualifying life event (e.g., a married Employee gets divorced and no longer needs coverage for a spouse and/or dependent children). If there is no qualifying life event, the Employee will have the opportunity to elect the HDHP during the annual open enrollment period in October, which would become effective January 1 of the following calendar year.
- Q12: With respect to the HDHP, MMCP, and CHCB benefits, what will happen to Employees who do not make any elections during open enrollment? Will they ever be defaulted into the HDHP Plan?
- A12: Employees who do not make any elections in 2025 will continue to be enrolled in the same MMCP or CHCB benefit that they are defaulting to under existing Plan rules. In future years, those Employees will continue to be enrolled in the MMCP or CHCB benefit, unless they decide to elect the HDHP benefit. Similarly, Employees who elect the HDHP benefit and do not make any elections in future years will be automatically enrolled in the HDHP benefit, unless they decide to elect the MMCP or CHCB benefits. Also, note that HDHP benefit members who opt for a Health Savings Account (HSA) will need to reelect their HSA each year, as reenrollment in the HSA is not automatic.

- Q13: If I elect the HDHP benefit, am I automatically opted in for the HSA? Is there an employer contribution to the HSA?
- A13: No, enrollment in the HSA is separate from the HDHP benefit, and also voluntary. There is no employer contribution.
- Q14: If I elect the HDHP benefit and an HSA, how will I access my HSA funds to pay for qualified medical expenses?
- A14: You can use an HSA debit card that will be provided, use online bill pay through HSA Bank, or pay out of pocket then reimburse yourself using HSA funds.
- Q15: If I elect the HDHP benefit and an HSA, and there is a balance in my account at the end of the year, will it be forfeited the same way as the existing Flexible Spending Account (FSA) for the MMCP and CHCB benefits? What happens to my HSA funds if/when I am no longer covered by the HDHP benefit?
- A15: Unlike an FSA, these HSA funds do not forfeit at the end of the year. Your funds are yours to keep and use for life, you can maintain those funds with the selected HSA custodian or roll them over to another financial institution. While you maintain those funds, you can no longer contribute to the HSA if you are no longer enrolled in a qualifying HDHP. However, if you withdraw HSA funds for non-qualified medical expenses, they will be subject to all applicable income tax plus additional IRS penalties.
- Q16: If I have an FSA and I elect the HDHP benefit, can I continue to maintain my FSA or transfer the balance from my FSA into a new HSA?
- A16: No, you are not allowed to maintain an FSA if you are enrolled in a HDHP benefit, and you cannot maintain both an FSA and HSA in any one calendar year. FSA funds can continue to be used on qualified medical expenses, but your participation in the HSA must be delayed until the FSA funds are exhausted or forfeited on April 1 of the following Plan year.
- Q17: Given the timing of this Agreement, will Employees still have the opportunity to make changes during this year's October open enrollment period?
- A17: Yes, SMART-TD and the NCCC have agreed to extend the 2025 open enrollment period by 2 weeks, to November 14. Employees wanting to make changes should visit www.YTTH.com and do so before that date.