

AGREEMENT

November 22, 2024

Between

Terminal Railroad Association of St. Louis

and

Brotherhood of Maintenance of Way Employes (BMWE)

AGREEMENT

THIS AGREEMENT, made this 22nd day of November, 2024 by and between Terminal Railroad Association of St. Louis (“TRRA”) and its employees represented by the Brotherhood of Maintenance of Way Employes (“BMWE”) amends the parties’ collective bargaining agreements in advance of the 2025 round of national bargaining and in full and final satisfaction of the parties’ rights to serve notice and amend their agreements, relative to the 2025 round of national bargaining, pursuant to the moratorium provisions of the agreements and the Railway Labor Act, as amended, 45 U.S.C. § 151, et seq.

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 – First General Wage Increase

On July 1, 2025, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2025, for employees covered by this Agreement shall be increased in the amount of four (4) percent. The increase provided for in this Section 1 shall be applied as follows:

(a) Disposition of Fractions -

Rates of pay resulting from the application of the general wage increase set forth above, which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(b) Application of Wage Increases -

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement(s) in effect between TRRA and BMWE. Special allowances not included in fixed hourly, daily, weekly, or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

Section 2 – Second General Wage Increase

Effective July 1, 2026, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2026, for employees covered by this Agreement shall be increased in the amount of three-and-three-quarters (3.75) percent. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3 – Third General Wage Increase

Effective July 1, 2027, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2027, for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3.5) percent. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Section 4 – Fourth General Wage Increase

Effective July 1, 2028, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2028, for employees covered by this Agreement shall be increased in the amount of three-and-one-quarter (3.25) percent. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5 – Fifth General Wage Increase

Effective July 1, 2029, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2029, for employees covered by this Agreement shall be increased in the amount of three (3) percent. The increase provided for in this Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

ARTICLE II – VACATION

Section 1 – Vacation for New Hires (Year 0)

Effective January 1, 2025, 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 (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 Non-qualifying Employees

Effective January 1, 2025, 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 BMW 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 January 1, 2025, the collective agreement provisions with respect to granting of vacation will be amended to reflect the following accrual schedules:

(a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 2025, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has six (6) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of six (6) of such years, not necessarily consecutive.

(d) Effective with the calendar year 2025, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of fifteen (15) of such years, not necessarily consecutive.

(e) Effective with the calendar year 2025, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-three (23) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of twenty-three (23) of such years, not necessarily consecutive.

Section 4 - Single Day Vacation

Effective January 1, 2025, 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

Section 1 – Continuation of Plan

The Railroad Employees National Health and Welfare Plan (“the Plan”), modified as provided in this Article with respect to employees represented by the Organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

Section 2 – Approval and Authorization

The provisions of Article III, Section 3 set forth herein are expressly contingent upon authorization, approval and implementation by the National Carriers’ Conference Committee (NCCC) as an administrator for The Railroad Employees National Health & Welfare Plan.

Section 3 – Health and Welfare Changes

- A. Effective January 1, 2025, coverage for surviving dependents will be extended through the end of the sixth (6th) month following the month in which the employee dies.
- B. Effective January 1, 2025, plan benefits will include male sterilization procedures (i.e., vasectomy), not including reversals.
- C. Effective January 1, 2025, the individual annual maximum dental benefit 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.
- D. Effective January 1, 2025, the vision frame allowance will be increased from \$115 every two years to \$250 every two years.
- E. Effective January 1, 2025, the monthly payment for employees who elect to opt-out of coverage under the national health and welfare plan will be increased from \$100 to \$200.
- F. Effective January 1, 2025, or as soon as reasonably practicable thereafter, the plan will offer a new medical coverage option with a reduced employee-only rate.
 - 1) There will be a single funding pool to include existing plan options and the new reduced-rate option.
 - 2) The employee-only reduced-rate option employee monthly contribution will be ten percent (10%) of the carrier’s monthly payment rate, and will be subject to the provisions of the Side Letter covering contribution rates during the post-2030 amendable period (attached).
 - 3) The reduced-rate option will be HSA eligible.

4) 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 (2025 = \$206/month)	

G. Effective January 1, 2025, the following medical and prescription drug plan rules and practices will be implemented:

- 1) Improper billing detection and mitigation programs where available with the plan’s medical vendors.
- 2) Out of network referenced-based pricing programs where available with the plan’s medical vendors.
- 3) Full utilization management rules package for specialty drugs and four additional non-specialty therapeutic classifications (anti-infective agents, central nervous system, gastroenterology and ophthalmology)

Section 4 - Monthly Employee Cost-Sharing Contributions (n/a to reduced-rate option)

A. Effective January 1, 2025, 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 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.

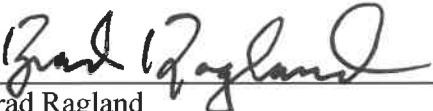
Section 5 – Other

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 – Term

This Agreement will 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. Neither party to this Agreement will serve or progress, prior to November 1, 2029 (not to become effective before January 1, 2030), any notice or proposal pursuant to Section 6 of the Railway Labor Act, however this does not prevent the parties from proposing or agreeing upon any subject of mutual interest.

Appended: Side Letter regarding employee monthly contributions to the health and welfare plan



Brad Ragland
Director of Labor Relations, TRRA



Tony Cardwell
President, BMWED

November 22, 2024

Tony Cardwell
President, BMWED

Dear Mr. Cardwell:


This confirms our understanding and agreement regarding employee contributions to the Railroad Employees National Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to 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.

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

Sincerely,



Brad Ragland
Director of Labor Relations, TRRA



Tony Cardwell
President, BMWED