

AGREEMENT

THIS AGREEMENT, made this 29th day of September 2025, by and between the Alton Southern Railroad (hereinafter referred to as the Carrier) and its employees represented by the Brotherhood of Maintenance of Way Employees Division (hereinafter referred to as the Organization),

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 applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

(a) Hourly Rates -

Add 4 percent to the existing hourly rates of pay.

(b) Daily Rates -

Add 4 percent to the existing daily rates of pay.

(c) Weekly Rates -

Add 4 percent to the existing weekly rates of pay.

(d) Monthly Rates -

Add 4 percent to the existing monthly rates of pay.

(e) Disposition of Fractions -

Rates of pay resulting from application of paragraphs (a) to (d) inclusive, 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.

(f) 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 in effect between each carrier and the labor organization party hereto. 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 applied so as to give effect to this increase irrespective of the method of payment. 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 applied so as to give effect to this increase irrespective of the method of payment. 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 applied so as to give effect to this increase irrespective of the method of payment. 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 applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in 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 prorated based on their date of hire month (in Year 0), to be taken as single day vacation subject to all applicable rules, 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 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 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 provisions of the National Vacation Agreement will be amended to reflect the following accrual schedules for employees with six or more years of continuous service:

- (a) 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.
- (b) 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.
- (c) 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.

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 - Health and Welfare Changes

- (a) Effective January 1, 2025, 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) 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 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.

- (d) Effective January 1, 2025, the vision frame allowance under the Railroad Employees National Vision Plan 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 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 (as defined below), 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% or R&C
RX – non-formulary (retail and mail order)	30% after deductible	75% of R&C
Employee contributions	10% of payment rate (2025 = \$185.03/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)

Part B - Employee Sharing of Plan Costs

Section 1 - 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.

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 Carrier on or subsequent to November 11, 2024 (including any notices outstanding as of that date), and the notices served by the Organization signatory hereto upon the Carrier on or subsequent to November 4, 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.
- (d) This Article will not bar management and the organization on individual railroads from agreeing upon any subject of mutual interest.

Signed on the 29th day of September, 2025.

FOR THE UNION PACIFIC
RAILROAD COMPANY:

Maqui Parkerson
Maqui Parkerson
Vice President, UPRR Labor Relations

Mike Matya
Mike Matya,
General Director, Labor Relations

Chris Bogenreif
Chris Bogenreif
Director, Labor Relations

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY
EMPLOYEES DIVISION

Tony Cardwell
Tony Cardwell
President-BMWED-IBT

Side Letter #1

Mr. Tony Cardwell
President
BMWED-IBT

September 29, 2025

Dear Mr. Cardwell:

This confirms our understanding and agreement regarding employee contribution 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 employees' 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 June 4, 2025 agreements.

Upon ratification of the 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,

Maqui Parkerson
Maqui Parkerson
Vice President, UPRR Labor Relations

Agreed:



Tony Cardwell
President - BMWED-IBT

Side Letter #2

Mr. Tony Cardwell
President
BMWED-IBT

September 29, 2025

Dear Mr. Cardwell:

This confirms our agreement regarding implementation of vacation enhancements for 2025. Employees who have an employment relationship with the Carrier on the signatory date of this Agreement, and who would have been eligible for vacation enhancements under Sections 1-3 of Article II will receive prorated vacation benefits for 2025 subject to the following schedule:

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

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

Sincerely,

Magui Parkerson

Magui Parkerson
Vice President, UPRR Labor Relations

Agreed:



Tony Cardwell
President, BMWED-IBT

Side Letter #3

Mr. Tony Cardwell
President
BMWED-IBT

September 29, 2025

Dear Mr. Cardwell:

This confirms our understanding with respect to the Electronic Paycheck and Paystubs.

Unless prohibited by applicable law, all employees will be paid by electronic deposit.

- (1) Employees who do not have electronic deposit already established must sign up for electronic deposit by July 31, 2026.
- (2) Effective August 1, 2026, paystubs will only be available electronically, unless prohibited by applicable state law.
- (3) The Carrier will establish a process to accommodate employees who may not have access to its systems for the purpose of viewing or printing electronically.

Sincerely,

Maqui Parkerson
Maqui Parkerson
Vice President, UPRR Labor Relations

Agreed:

Tony Cardwell

Tony Cardwell
President, BMWED-IBT

Side Letter #4

Mr. Tony Cardwell
President
BMWED-IBT

September 29, 2025

Dear Mr. Cardwell:

This confirms our understanding with respect to the Bereavement provisions found in the April 15, 2005 Collective Bargaining Agreement.

Bereavement leave for employees will be expanded to include the employees' grandparents, grandchildren, legally recognized domestic partner, half-sibling, stepsiblings, stepparents, or stepchildren. Existing terms and conditions applicable to bereavement leave not specifically modified by this Agreement remain in full force and effect.

Sincerely,

Maqui Parkerson

Maqui Parkerson
Vice President, UPRR Labor Relations

Agreed:



Tony Cardwell
President, BMWED-IBT

Side Letter #5

Mr. Tony Cardwell
President
BMWED-IBT

September 29, 2025

Dear Mr. Cardwell:

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 Carrier agrees to pay the general wage increase retroactively from the date of July 1, 2025, as the parties are entering into the Tentative Agreement in the month of August 2025.

The carrier 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. If the carrier finds it impossible to make such payments by that date, such the carrier will notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Sincerely,

Magui Parkerson

Magui Parkerson
Vice President, UPRR Labor Relations

Agreed:

Tony Cardwell

Tony Cardwell
President, BMWED-IBT

Side Letter #6

Mr. Tony Cardwell
President
BMWED-IBT

September 29, 2025

Dear Mr. Cardwell:

This confirms our understanding with respect to the Discipline and Investigation provisions found in the April 15, 2005 ARSF BMWED Agreement.

1. Virtual Hearings

- A. The primary and default method for conducting investigative hearings will be in person, in accordance with existing agreement provisions. Upon agreement by both parties, in writing, a virtual hearing will be conducted (Virtual means: e.g. Microsoft Teams, Zoom, free application at no cost to the employee etc.)
- B. For hearings held virtually under this agreement, the Carrier and Organization will make every reasonable effort to exchange all documents and exhibits to be entered during the hearing not less than forty-eight (48) hours prior to the hearing. This provision does not restrict either party from introducing evidence during the hearing that might have otherwise been unavailable during the initial exchange of documents. The hearing officer will allow either party adequate time during the hearing to review documentation that was not included in the initial exchange.
- C. Failure to exchange documentation at least forty-eight (48) hours in advance of the hearing will not constitute a fatal error, but the parties may request postponement of the hearing for additional time to review documentation submitted less than forty-eight (48) hours prior to the hearing.
- D. In cases involving confidential sources or third-party privacy concerns, the parties shall meet to discuss a mutually acceptable method of limited disclosure that ensures due process while protecting sensitive information
- E. The Notice of Investigation (NOI) will advise of the virtual meeting program to be used to attend the investigative hearing. The parties will work together to make proper accommodations to facilitate virtual hearings.

- F. The parties will cooperate to ensure exhibits entered into record are viewable by all participating parties (i.e., scan and email; share screen, etc.). This will not restrict the parties from entering additional exhibits as needed concurrent with hearing proceedings.
- G. The investigative hearing will be recorded and transcribed in its usual and customary manner.
- H. All due process rights of charged employee(s) will be preserved in all respects with the parties agreeing to utilize virtual investigative hearings.
- I. Existing terms and conditions applicable to investigative hearings not specifically modified by this Agreement remain in full force and effect.
- J. The parties recognize the ever-changing nature, state, and impact of technology. Thus, it is not the intent of this Agreement that a single technology, process or application would be forever used and never thereafter changed. Accordingly, the parties mutually agree to meet and discuss where/when more appropriate and applicable technologies become available to conduct virtual investigative hearings and that no such new technology will be implemented without mutual consent.

Sincerely,

Magui Parkerson

Magui Parkerson
Vice President, UPRR Labor Relations

Agreed:

Tony Cardwell

Tony Cardwell
President, BMWED-IBT

Side Letter #7

September 29, 2025

Mr. Tony Cardwell
President
BMWED-IBT

Dear Mr. Cardwell,

This letter will confirm our discussions regarding the substitution of unused sick time when an employee lays off for Family Medical Leave (FMLA). The Carrier will substitute an employee's unused paid sick time provided for in the May 17, 2023, Paid Time Off for Illness and Wellness Agreement when an employee lays off for FMLA leave, as defined in 25 CFR § 825.207, as amended, and to the fullest extent permitted by law. The term "substitute", as defined in 25 CFR § 825.207, means that the paid leave provided by the employer, and accrued pursuant to established policies of the employer, will run concurrently with the employee's unpaid FMLA leave.

Please indicate your concurrence by signing in the space below.

Sincerely,

Magui Parkerson

Magui Parkerson
Vice President, UPRR Labor Relations

Agreed:



Tony Cardwell
President, BMWED-IBT

Side Letter #8

Mr. Tony Cardwell
President
BMWED-IBT

September 29, 2025

Dear Mr. Cardwell:

This confirms our understanding with respect to protection of and qualifying for holiday pay.

A. A regularly assigned employee shall qualify for the holiday pay provided for in the National Holiday Agreement Synthesis under the following conditions:

1. Service is performed and compensated at a minimum of four (4) hours for the workdays immediately preceding and following such holiday.

NOTE: Paid Sick days and/or "burn provisions" (e.g., supplementing a paid entitlement) when laying off for Family Medical Leave (FMLA) will not count as qualification for holiday pay.

2. When an employee exhausts the remainder of their vacation on the day preceding or following a holiday, and the amount of vacation remaining is less than the scheduled day's hours, the first workday preceding or following the exhaustion of vacation will be considered as the qualifying day for holiday purposes.
3. The existing terms and conditions applicable to holiday provisions not specifically modified by this letter remain in full force and effect.

Sincerely,

Maqui Parkerson
Maqui Parkerson
Vice President, UPRR Labor Relations

Agreed:



Tony Cardwell
President, BMWED-IBT

Side Letter #9

September 29, 2025

Mr. Tony Cardwell
President
BMWED-IBT

Dear Mr. Cardwell:

This confirms our understanding with respect to an employee's initial probationary period found in Rule 20 (a), and the 2012 trainee agreement.

It is understood that the Carrier and Organization agree that an employee's initial probationary period is extended from sixty (60) days to ninety (90) days for those employees who are hired after this agreement becomes ratified.

This change to a ninety (90) day probationary period is applicable to any reference made to the former sixty (60) day probationary period.

Sincerely,

Magui Parkerson

Magui Parkerson
Vice President, UPRR Labor Relations

Agreed:

Tony Cardwell

Tony Cardwell
President, BMWED-IBT

Side Letter #10

Mr. Tony Cardwell
President
BMWED-IBT

September 29, 2025

Dear Mr. Cardwell,

This confirms our understanding regarding local work rule changes associated with the 2025 round of negotiations. During the next 90 days, the parties commit to discuss local work rules that address the concerns of each party.

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

Sincerely,

Magui Parkerson

Magui Parkerson
Vice President, UPRR Labor Relations

Agreed:

Tony Cardwell

Tony Cardwell
President, BMWED-IBT