

Christopher S. Decker Assistant Vice President Labor Relations (757) 802-1143

October 30, 2025

AG-MW-2

Mr. J. B. Long, General Chairperson - ARSF Brotherhood of Maintenance of Way Employes Division 9300 Runyon Road Catlettsburg, KY 41230

Dear Mr. Long:

This refers to Attachment A of our September 17, 2024, Agreement (2024 Agreement), in which the parties agreed, on a one-year trial basis, to the establishment of a Flash Butt Multiregional System Maintenance Gang (SMG), capable of performing work across the Carrier's system, and operating under an alternative work week schedule to the regular, 40-hour work week.

Following recent discussions, the parties have agreed to continue the trial for an additional year through the end of December 2026. As part of this continuation, the Carrier may establish a second Flash Butt SMG gang under the terms of 2024 Agreement effective on or after January 1, 2026.

Section VII (c) of the 2024 Agreement provided that if the parties continued the trial beyond the first year that one contractor employee will at such time be replaced with a BMWED represented welder. The parties also agreed that the hold and displacement protection will be reduced from one year to six months. Therefore, Section II(a) and Section II(e) of the 2024 Agreement are modified effective January 2026 as follows:

## SECTION II – ASSIGNMENT OF POSITIONS TO THE SMG:

(a) The SMG flash butt gangs established under this agreement shall be assigned to a contractor's Flash Butt Welding truck, which will be accompanied by one contractor welding trainer. The BWMED-represented employees shall consist of (1) Foreman CDLB, (1) Flash Butt Welder, (2) Welder Helpers CDLB and (1) Welder Helper non-CDL and (1) Boom Truck Operator CDLB. Rates of pay for said positions shall be as follows:

Foreman: DPG Foreman Rate of pay with a \$1 differential

Welder/ FBW Operator: DPG Welder rate of pay
Welder Helper: Welder Helper Rate (\$36.93)
Boom Truck: Machine Operator Rate (\$40.03)

(e) Employees assigned to a position on the SMG shall remain on their position for a period of six months from the award effective date. Such employees will likewise be protected from being displaced except in cases where the senior employee seeking to displace is qualified for the position and such employee has no other option but to go furlough. Mr. J. B. Long October 30, 2025 AG-MW-2 Page 2 of 2

Exceptions to these requirements may be made in cases where a bona fide hardship is shown and shall require the consent of both the Organization and the Carrier.

All other terms and conditions of the 2024 Agreement remain in full effect except to the extent modified in this letter.

Very truly yours,

Christopher S. Decker

C. S. Decker Assistant Vice President Labor Relations

Agreed:

J. B. Long

General Chairman, BMWED

Approved:

S. Gerie

Vice President, BMWED

Approved:

Reese Saulter, III

Vice President, BMWED