

AGREEMENT BETWEEN
YORK RAILWAY COMPANY AND
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

Effective: January 1, 2026

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ARTICLE 1 – SCOPE OF AGREEMENT

A. The Carrier recognizes the Brotherhood as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment of the Carrier's hourly paid Signal and Maintenance of Way Department Workers, hereinafter sometimes called the "Employees".

B. These rules, subject to the exceptions herein, shall constitute the agreement between the York Railway Company hereinafter referred to as "Carrier", and its respective employees of the classifications herein set forth, represented by the Brotherhood of Maintenance of Way Employees, hereinafter referred to as "Brotherhood", engaged in work generally recognized as Maintenance of Way work, such as, inspection, construction, repairs, and maintenance of bridges, culverts, buildings, and other structures, tracks, fences and roadbed or appurtenances thereto.

Nothing in this Agreement shall be construed to require the transfer of work now being performed by employees not covered by this Agreement to employees covered by this Agreement.

When contractors work on the property they may work unaccompanied by employees under the scope of this agreement. Carrier shall determine the extent to which contractors are protected. When protection of the contractor is provided, employees under the scope of this agreement shall provide it. In the event protection needs to be provided or removed after normal working hours and the employee(s) is not otherwise on duty and is called to perform this service, the employee(s) will be paid for actual time worked or a minimum of one hour to perform this service.

If the Vice General Chairman requests a meeting to discuss matters relating to a contracting transaction, the General Manager or his representative shall promptly meet with him for that purpose. The General Manager or his representative, and the Vice General Chairman or his representative, shall make a good faith attempt to reach an understanding concerning said work to be contracted. In the event the parties are in disagreement over the necessity of contracting out of the Signal or Maintenance of Way work, the Carrier may nevertheless let the work out to contract subject to the right of the employees to process the dispute as a grievance or claim under the rules of this Agreement, and in such proceeding, the burden will be on the Carrier to prove that the operational requirements would be impaired if the Carrier did not contract out the work in question.

C. A normal work force will be maintained throughout the year, consisting of the occupations listed in Article 2.

All employees except the Signal Maintainer shall become 'dual qualified' so that they can also perform equipment operations.

With a full staff of five (5) the Carrier will be able to utilize others (Contractors/MMID/ Management) during emergencies or severe weather. Determined by General Manager.

1. When a qualified Signal Maintainer fails to bid for the Signal Maintainer vacancy, the Carrier shall advertise a Signal Maintainer training position. The award shall be to the senior bidder. The successful applicant shall be paid at their current rate for the duration of the training program. Carrier shall provide the training and the necessary expenses for the successful bidder to attend training. The successful bidder shall be expected to attend the training and pass the course of instruction. Upon completion of the course the employee shall be required to pass a test, which shall include both a written component and a practical

field demonstration, designed to demonstrate his skills on the property. The test must be based upon the information that the employee was provided in training. Upon successful completion of the test the employee will be awarded the Signal Maintainer position.

2. If the employee does not complete the training program or pass the test described in A above Carrier may contract out the Signal Maintainer work until a qualified person is identified for the job. (Note: While the employee is in training, the Carrier may contract out the signal maintenance work and, when available, the trainee will work along with the contractor.)
3. Unless the Carrier identifies a qualified person for the job, the Signal Maintainer training opportunity will be posted every six months. No individual who has failed to qualify previously may bid for this training.

D. Collaboration with employees of other crafts. Employees have worked and will continue to work, on occasion, together across craft lines when assistance from their own craft is unavailable. This teamwork is beneficial to York Rail in its daily operations and provides additional work opportunities to the BMW membership. When assistance is needed and another Employee covered by this Agreement cannot be relocated without disrupting the daily operations of the railroad, an agreeable employee of another craft will be utilized to assist. This is applicable when all covered Employees are working and cannot be relocated, and no covered Employee is in furlough status. Any overtime will be offered to covered Employees first. Additionally, an agreeable covered Employee can assist another craft employee.

E. Classifications.

Foreman, MOW

An Employee whose primary duties are overall coordination and supervision of the daily activities of track Employees assigned to their jurisdiction. May be required including reporting work associated with duties. Maintains records as required.

Track Inspector

Inspects track and appurtenances of or for the Carrier in accordance with applicable regulations and records findings. May perform maintenance and repairs consistent with their responsibility and equipment. Maintains records as required.

Signal Maintainer

Repairs, constructs, maintains and inspects all crossing signal protection and warning devices owned by the Carrier. Also, performs other electrical maintenance required by the Carrier. When necessary, will operate and make minor repairs to small hand operated machines assigned to MOW. Maintains records as required.

Track Machine Operator/Welder

Operates and makes minor operating repairs to machines assigned to the Maintenance of Way Department. Welds track and appurtenances. Maintains records as required.

Track Laborer

Constructs, removes, repairs, and maintains track and appurtenances. Maintains records as required.

ARTICLE 2 – WAGES

The following hourly wage rates shall be effective during the term of this agreement.

Effective date for annual increases will be the start of the first payroll period following the dates listed below:

	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
	4%	3.5%	3.25%	3.25%	3%
Foreman, MOW	\$32.38	\$33.51	\$34.60	\$35.72	\$36.79
Track Inspector	\$32.38	\$33.51	\$34.60	\$35.72	\$36.79
Signal Maintainer	\$32.38	\$33.51	\$34.60	\$35.72	\$36.79
Track Machine Operator/Welder	\$29.91	\$30.96	\$31.96	\$33.00	\$33.99
Track Laborer	\$28.29	\$29.28	\$30.23	\$31.21	\$32.15

Employees used to perform service in a higher pay class during their tour of duty will be compensated for the higher rate for the entire tour of duty that day.

When new positions are created, or new equipment obtained, rates of pay will be negotiated between the Carrier and the Brotherhood.

ENTRY POSITIONS. Workers entering the service of the Carrier's Maintenance of Way Department, will be compensated at eighty (80%) percent of the applicable classification rate for the first one hundred eighty (180) days of work. New employees will be eligible for health benefits the first of the month after sixty (60) days of work.

ARTICLE 3 – ASSIGNMENT TO POSITIONS

A. SENIORITY RIGHTS

In the assignment of employees to positions, qualification being sufficient, seniority shall govern. The word "seniority" shall be defined to mean first senior in the class in which the assignment is to be made, and in the lower classes respectively.

B. DEMONSTRATION OF QUALIFICATIONS

In making application for an advertised position, or in the exercise of seniority, an employee may be required at the General Manager's discretion or will be permitted, upon request, to give a reasonable, practical demonstration of his qualifications to perform the duties of the position.

1. Foreman, Maintenance of Way, Track Machine Operator/Welder shall be required to pass a formal written examination, the contents of which are to be agreed upon by Brotherhood and Carrier. Such exam shall cover knowledge pertaining to the position for which application has been made.

C. ADVERTISEMENT AND ASSIGNMENT TO POSITIONS

All new positions and vacancies, whether permanent or temporary, will be advertised for a period of five (5) work days, with posting to be done on Monday at the beginning of the work day and closing on Friday at the end of the work day. The award will be made on the following Monday, at the headquarters of the employees entitled to consideration in filling the positions. An employee may file, in writing, his application with the official whose name appears on the advertisement. Any application may be withdrawn prior to the closing of the

bid. Changes to job title, pay rates or duties shall be advertised for a period of five (5) working days, with the notice to be posted Monday morning through the close of business Friday.

D. FAILURE TO QUALIFY

If a non-qualified employee is awarded an advertised position and fails to qualify within thirty (30) days, he will revert to his original position prior to the award.

E. APPLICATION FOR FORMER POSITION

When an employee bids for and is awarded a position, his former position will be advertised. Such employee cannot make application for the position he had just vacated, except when:

1. The position to which the employee bids has been abolished.
2. The employee is displaced from his position by a senior employee during the period his former position is pending award.
3. The position is vacated by the employee who filled the vacancy.

F. COPIES

Copies of all advertisements and awards will be furnished to the Vice General Chairman of the Brotherhood.

G. DUAL QUALIFICATION

Employees hired after January 1, 2014 all employees shall become "dual qualified" in order to perform equipment operations. Temporary assignment of one week or more can only be made when the regularly assigned operator is not available for work or the carrier obtains a new piece of equipment requiring an additional operator. This mandate does not apply to employees holding a Signal Maintainer position.

1. In the temporary assignment of employees to perform equipment operations, seniority shall govern (senior may, junior must). The word "seniority" as used in this Article indicates the employee's entered service date with the carrier.
2. An employee temporarily assigned to perform equipment operations will be paid the rate of his regular position. Employees temporarily assigned will be given preference for overtime work to their regularly assigned position, including calls on work that would have been ordinarily and customarily performed by them during the course of their work week or day.
3. An employee when released from the temporary assignment may return to his former position without the loss of seniority or may exercise his seniority.
4. Short term assignments (daily assignments; assignments for less than one week) shall be made as needed by the Foreman, Maintenance of Way based upon the needs of the service.

H. ADDITIONAL QUALIFICATIONS

1. At the sole discretion of the Carrier, additional qualifications may be bid out from time to time to allow an employee to become qualified or certified in another area (signal maintainer, welder, CDL, etc.) and be used to cover vacancies or additional

responsibilities. If an employee turns down an opportunity or fails to place a bid, he/she will not be eligible for those assignments unless otherwise advertised again.

2. YRC shall reimburse Employees for fees and expenses necessary to obtain a CDL and related certifications when an Employee has been the successful applicant for an assignment or qualification requiring a CDL. Medical examination expenses, including sleep studies and any other tests/labs required, will be included after such expenses have first been submitted to the Employee's insurance. All medical examinations, CDL testing and licensing will occur while the Employee is on duty and under straight pay. Employees shall be permitted the use of a YRC vehicle (unless otherwise provided) to take the CDL test, provided that written request for the use of such vehicle is made to the designated supervisor no less than five (5) working days prior to the CDL test. Employees will not have to pay fines incurred through no-fault of their own. Similarly, YRC will pay for training, travel and other related expenses that are required to obtain necessary certifications/qualifications for other assignments that are bid out (welder, signal maintainer, etc.)
3. An employee who successfully bids and becomes qualified as a Signal Maintainer will receive the Signal Maintainer rate for any day on which signal work is performed.
4. An employee who successfully bids and becomes qualified to weld will receive the operator/welder rate for any day on which welding was performed.
5. An employee who successfully bids and becomes qualified to drive a CDL vehicle shall receive additional compensation of eight dollars (\$8.00) on any day work is performed requiring and involving the holding of that CDL.

ARTICLE 4 – SENIORITY

A. ESTABLISHMENT OF SENIORITY / PROBATIONARY PERIOD An employee shall have a probationary period without seniority status for the first one hundred eighty (180) calendar days after commencing work in the bargaining unit after which his continuous seniority shall date back to his date of original hire. During an employee's probationary period, his service within the bargaining unit may be terminated at the discretion of the Carrier.

B. EXERCISE OF SENIORITY An employee may exercise his seniority only in case of a vacancy, new position, force reduction, or demotion for cause.

C. APPOINTMENT TO OFFICIAL POSITIONS Employees appointed to official positions, supervisory positions, or to special duty not covered by this Agreement will retain and accumulate seniority, and the Brotherhood will be notified of each promotion.

D. SENIORITY ROSTERS Seniority rosters will be prepared by the Carrier and a copy promptly forwarded to the Brotherhood once each year, and will be posted at the headquarters of the employees involved. An employee will have ten (10) days from the date the roster is posted to appeal, in writing, his roster date or status. A note will be placed on each roster stating the time limit of appeal.

E. ORDER OF SENIORITY - NEW HIRES Seniority for employees (new hires) who enter service on the same date and in the same class will be determined in alphabetical order.

F. REDUCTIONS IN FORCES When the force is reduced employees affected will have the right within five (5) working days following reduction to exercise his seniority by classification date and his hire date. Failure to comply means forfeit of all seniority.

G. INCREASE IN FORCE When forces are increased, employees who, due to a reduction in force, are working in lower classes or are out of service, and who have complied with Section F of this Article, will be recalled for service in seniority order.

H. FAILURE TO RETURN TO WORK OR CHANGE OF ADDRESS It is the employee's responsibility to notify his supervisor within ten (10) working days upon change of address or telephone number. Failure to comply means forfeit of all seniority. An employee who fails to respond to recall notification by certified mail within five (5) calendar days from the date notification has been received at his last recorded address will forfeit all seniority under this agreement.

I. RETURN AFTER LEAVE OR SICKNESS An employee returning to duty after leave of absence, sickness, vacation, or disability, shall within 48 hours after reporting as ready for duty:

1. Return to his former position.
2. Assuming qualifications, exercise his seniority to any position advertised during his absence to which said seniority would have entitled him.

J. NOTICE OF LAYOFF When forces are reduced, or positions abolished, employees will be given not less than five (5) days advance notice in writing, or pay in lieu thereof.

K. DISPLACEMENT TIME Displacement must be made within five (5) days from date of force reduction. An employee will be considered displaced when the employee exercising displacement rights files written application with the Carrier.

L. TEMPORARY SERVICE An employee awarded an advertised temporary position may, when released, return to his former position, without loss of seniority.

M. LEAVE OF ABSENCE Seniority will be retained during leaves of absence at the discretion of the Carrier for a period of up to ninety (90) days. A leave of absence may be extended an additional ninety (90) days upon written request to the carrier.

N. EMERGENCY FORCE REDUCTION Any rules, agreements, or practices that require advance notice before positions are temporarily abolished or forces reduced, are hereby modified so as not to require advance notice where a suspension of operations is due to the following: Labor disputes, flood, snow storm, hurricane, tornado, earthquake, or fire. If an employee works any portion of the day, prior to such emergency force reduction, he will be paid for such portion of the time worked.

ARTICLE 5 – DEFINITIONS

A. POSITIONS, WORK The words “positions” and “work” when used in this Agreement refer to service, duties, or operations necessary to be performed.

B. WORKDAY Eight (8) consecutive hours, including meal period, shall constitute a day’s work.

C. WORK WEEK Five (5) consecutive eight (8) hour days shall constitute a week’s work, however, the work week may be staggered to meet the Carrier’s operational requirements. This policy may be changed by agreement between the Carrier and the Brotherhood.

D. DAYS OFF As far as practicable, the days off will be Saturday and Sunday. This policy may be changed by agreement between the Carrier and the Brotherhood.

E. STARTING & ENDING TIME The Carrier and the employees will continue the local practice discussing and agreeing amongst themselves to any change of starting time. If they are unable to agree, the following language will apply:

Time of employees will start and end at their advertised headquarters. Tours of duty will be shown on all advertisements; however, between the period of April 1 and December 1, employees may be temporarily assigned starting hours between 5:00 am and 7:00 am.

Starting times will not be changed without first giving the affected employees five (5) working days written, posted notice. Starting times will not be changed more often than every thirty (30) days.

F. ESTABLISHED HEADQUARTERS The Carrier and the employees will continue the local practice discussing and agreeing amongst themselves to any change of headquarters assignments.

The headquarters of employees will not be changed without first giving the affected employees five (5) working days written, posted notice. The headquarters of employees will not be changed more often than every thirty (30) days. Any temporary headquarters of employees will be equipped with lockers, bathrooms and washroom facilities, proper heating, electrical fixtures, table and chairs and will be inspected prior to use.

ARTICLE 6 – TIME ALLOWANCES

A. OVERTIME. Time and one-half shall be paid for the following instances:

1. Time worked before or after and continuous with a regular eight (8) hour work day.
2. Time worked in excess of forty (40) hours in a regular work week.
3. Time worked on the sixth and seventh days of their regular work week.
4. Time worked on any of the holidays listed in Article 9, Section A.
5. Double time shall be paid after sixteen (16) continuous hours worked, including the assigned meal period.
6. On an assigned rest day, all overtime in excess of eight (8) hours, will be paid at two times the base rate of pay.

B. NO PYRAMIDING OF OVERTIME. There shall be no overtime on overtime. Overtime hours paid for shall not be used in computing forty (40) hours per week.

C. Call-In Work Employees called to perform work not continuous with the regular assigned working hours shall respond to a call from the Carrier within thirty (30) minutes from the time of that call and shall report with reasonable promptness and shall be paid a minimum of five (5) hours at the rate of time and one-half. The time of employees so called to report at a designated time shall begin at the time required to report and end when released at headquarters. The time of employees called to report immediately shall begin at the time called. The minimum call in period shall be four (4) hours.

D. ABSORBING OVERTIME. No employee will be required to stop work after starting a regular assigned work period, for the purpose of absorbing overtime.

E. ASSIGNMENT TO HIGHER OR LOWER RATED POSITIONS. Employees temporarily assigned to different classes of work which pay a higher rate shall receive the higher rate for the time worked. If assigned to a lower rated position he will be paid his regular rate.

F. MEAL PERIOD. Meal period will be between the ending of the fourth hour and the starting of the sixth hour. The meal period shall be twenty (20) minutes, except as provided in paragraph five (5) of this rule. This twenty (20) minutes is to be included in their eight (8) hour tour of duty. Employees shall not be required to work more than five (5) hours after their first meal period without being granted twenty (20) minutes in which to eat without loss of pay at Carrier's expense. Employees will be paid one (1) hour overtime for having worked five (5) hours after their first meal period. Subsequent meal periods will be allowed at five (5) hour intervals. Employees required to work consecutive eight (8) hour shifts will be allowed twenty (20) minutes to eat without loss of pay.

G. ATTENDING COURT. When attending court as witness for the Carrier, an employee will be allowed compensation equal to what would have been earned had such interruption not taken place and in addition thereto, necessary actual expenses while away from headquarters. If required to attend court on a day that he is not assigned to work, he will be allowed a minimum of eight (8) hours pay at his regular rate. If held beyond the eight (8) hours, the employee shall be paid on the actual minute basis, and in addition thereto necessary actual expenses while away from headquarters. All fees and mileage accruing to the witness will be assigned to the Carrier.

H. ATTENDING INVESTIGATIONS. Employees required to report, by the Carrier, for investigations immediately before or after, and continuous with his regular work day, will be paid at their regular straight time rate, if found not guilty. If required to attend investigations at any other than the above mentioned times, except when under pay, if not found guilty, will be paid in accordance with Section C of this Article. This section also applies to employees required to attend investigations as witnesses.

I. WEATHER CONDITIONS PREVENT WORK. Hourly rated employees are required to report at usual starting time and place, and so reporting, will be allowed, when weather conditions prevent work, to complete a minimum of five (5) hours work. Reductions after the five (5) hour minimum will be done on a seniority and classification basis. Forces required will be determined by the General Manager. Continuing to work or not work due to weather conditions is a safety call to be made by the General Manager.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

A. (1) Employees who have been in the service of the Carrier for more than one hundred eighty (180) days shall not be suspended nor dismissed from service without a fair and impartial trial. When an employee is to be held out of service pending trial and decision, notice that he has been removed from service will be by letter addressed to him by his Department Head. Such letter should be hand delivered. In cases where hand delivery cannot be accomplished, then the accepted practice of a registered return receipt letter shall be followed.

(2) An employee may be disciplined by reprimand or suspension without a hearing when the involved employee, his or her union representative and the authorized official of the Carrier agree, in writing, to the responsibility of the employee and the discipline to be imposed.

Discipline imposed in accordance with paragraph (2) above is final with no right to appeal.

B. When a major offense may have been committed, an employee may be held out of service pending trial and decision.

C. An employee who is accused of an offense, and who is directed to report for a trial therefore, shall within fifteen (15) days of date of alleged offense be given notice, in writing, of the exact charge on which he is to be tried, and the time and place of the trial.

D. If he desires to be represented at such trial, he may be represented by the duly accredited representatives of the Brotherhood of Maintenance of Way Employees. The accused employee, or his duly accredited representative, shall be permitted to question witnesses whose testimony is presented at the trial insofar as the interests of the accused employee are concerned. Such employee shall make his own arrangements for the presence of said representative, and of any witness appearing on his behalf, and no expense incident thereto will be borne by the Carrier.

E. An employee who is required to make a statement prior to a trial in connection with any matter which may eventuate in the application of discipline to any employee may, if he desires to be represented, be represented by the duly accredited representative. A copy of his statement, if reduced to writing and signed by him, shall be furnished to him by the Carrier upon his request and to the duly accredited representative when requested.

F. A true copy of the trial record shall be given to the accused employee and to the duly accredited representative of the Brotherhood of Maintenance of Way Employees, if the employee was represented at the trial by the duly accredited representative.

G. If discipline is to be imposed following the trial and decision, the employee to be disciplined shall be given written notice within thirty (30) days of conclusion of such trial.

H. If the discipline to be applied is suspension, the time the employee is held out of service prior to the serving of the notice of discipline shall be applied against the period of suspension.

I. Any appeal of the discipline shall be in writing to the Designated Officer of the Carrier within thirty (30) days.

J. The Designated Officer of the Carrier shall issue a response within thirty (30) days of the

appeal.

K. When an employee has been held out of service pending trial and decision, and the decision exonerates him, he shall be compensated for the period of time so held out of service in the amount he would have earned had he not been held out of service.

L. DISCIPLINE Employees covered by this agreement will be covered by the Genesee & Wyoming Discipline Policy. Copies of the Policy will be available at each on duty reporting location. Employees with more than one hundred eighty (180) days of service will be afforded the due process – hearing procedures set forth in this Article.

M. WAIVER A charged Employee may acknowledge responsibility for the charges and request a waiver of hearing. If the request is granted and disposition of the charges is made on the basis of the Employee's acknowledgment of responsibility, the disposition must be made at least 72 hours prior to the scheduled date of the hearing (unless a shorter amount of time is agreed to between the Carrier Officer and the Vice General Chairman or his designee) and such shall be reduced to writing and signed by the Employee, his representative, and a Carrier Official. If the matter of responsibility and discipline is not resolved during the informal hearing, neither party will refer to this discussion of the occurrence/incident in any manner following the conclusion of said discussion.

ARTICLE 8 – GRIEVANCES

A grievance shall be defined as any dispute concerning wages, hours, or working conditions which arise between the Carrier and the employee or between the Carrier and the Brotherhood of Maintenance of Way Employees. A grievance as so defined shall be taken up in the following procedure.

Step 1. Between the aggrieved employee and his committeeman. The grievance will be put in writing within fifteen (15) days of the offense and given to the General Manager. The General Manager will answer it within fifteen (15) days.

Step 2. A claim or grievance denied by the General Manager shall be considered closed unless an appeal is filed, in writing, to the Designated Officer of the Carrier by the General Chairman, or his representative, within sixty (60) days. The Designated Officer of the Carrier will answer the appeal in writing, the General Chairman, or his representative (and the employee, if the employee listed the claim or grievance) within sixty (60) days from the receipt of the appeal. Failure to answer within the sixty (60) day period will result in the appeal being approved on a non-precedent basis.

Step 3. A claim or grievance denied in accordance with Step 2 will be considered closed unless within nine (9) months from the date of the decision of the Designated Officer of the Carrier, proceedings are instituted before the National Railroad Adjustment Board or such other Board as may be legally substituted therefore under the Railway Labor Act. Days as referred to in this Article mean calendar days.

ARTICLE 9 – PHYSICAL FITNESS AND MEDICAL REVIEW

Physical Examination

A. Employees coming within the scope of this Agreement may be required to take physical examinations when, in the opinion of their supervisory officials, the Employee(s) have exhibited problem(s) related to job performance or safety to determine whether the Employee(s) are capable of performing the essential functions of their job.

B. If an Employee has been out of active service for thirty (30) days or more, before resuming service he may be required to pass a physical examination (including drug and alcohol testing) before being permitted to return to duty.

Medical Review

C. If an Employee is found to be medically disqualified by the Company's physician and the Employee is of the opinion based upon his own physician's medical evaluation that his condition does not justify removal from the service or restriction of his rights to service, appeal will be made to the designated officer of the Company for a medical review.

D. The Employee involved will select a physician to represent him and the Company will select a physician to represent it (who may be the original examining physician) in conducting a further medical examination. If the two physicians will consult and if they agree, the conclusion reached by them as to the individual's medical condition will be final.

E. If the two physicians selected do not agree as to the medical condition of such individual, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or ailment from which the individual is alleged to be suffering. The third physician thus selected will consult with the previous examining physicians, review all medical records and job description and examine the Employee and render a report with reasonable promptness setting forth his physical condition and an opinion as to his fitness to continue service in his regular employment, which shall be accepted as final. Should the decision be adverse to the individual, and it later appears through medical findings that his condition has improved, a re-examination by the Company's physician will be arranged after a reasonable interval upon the request of the Employee or the Union.

F. The Company and the Employee will each pay for the costs of their chosen physician and share equally in paying the costs of the third physician.

ARTICLE 10 – HOLIDAYS

A. Holiday Pay. All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rate for the following Holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
New Year's Eve Day	

B. An employee must receive compensation for work performed on the normal scheduled work day before and the normal scheduled work day after the holiday to be eligible for holiday pay.

C. Employees who are required to work or are held on duty on the holidays named in Paragraph A of this Article shall be paid at time and one—half times their regular straight time rate.

D. Any holiday which falls on a Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

E. If a holiday falls within an employee's vacation period, the holiday shall not be considered as a part of the vacation. The employee may take an additional day off.

F. If because of a death in the immediate family or sickness substantiated by a doctor's excuse, an employee fails to report to work or is unavailable to work the day before or after a paid holiday, the employee will be paid for that holiday.

ARTICLE 11 – SICK TIME

A. Each full-time employee who has completed sixty (60) calendar days of continuous service will be eligible for five (5) days of sick leave, to be prorated in their first calendar year of employment. These days are to be used only for a legitimate illness or injury suffered by the employee and / or a dependent. Sick leave may not be accumulated or carried over to the following calendar year. Sick leave does not constitute additional pay and will not be paid in the event these days are not used.

ARTICLE 12 – VACATIONS

A. Vacations will be granted to employees based on service. An employee must work one hundred and twenty (120) days in a calendar year to be eligible for vacation the following year. Each year of service to be counted towards vacation will be those in which the employee worked one hundred and twenty (120) days. An employee shall be paid for vacation at his normal current hourly rate of pay prior to vacation.

B. Vacations will be granted as follows:

One (1) week for One (1) year of Service

Two (2) weeks for Three (3) years of Service

Three (3) weeks for Five (5) years of Service

Four (4) weeks for Ten (10) years of Service

C. Employees shall have the right to take vacation at any time during the calendar year. Vacations may be taken all at one time or in weekly increments. The smallest increment allowed will be one week in days except when work is adversely affected.

D. Vacations will be granted by seniority.

E. The vacation provided for in this Agreement shall be considered to have been earned when the Employee has qualified under Paragraph "A" hereof. Employees off on long term illness may request payment for vacation earned at any time during his absence. If an Employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service. If an Employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

F. Employees enlisting for military service will maintain their seniority, counted towards vacation, in accordance with USERRA.

G. An employee will be compensated at the hourly rate of his classification prior to his vacation period.

H. Carrier's Expense. Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted vacation and was paid in lieu thereof.

I. Termination. The vacation provided for in this Article shall be considered to have been earned when the employee has qualified under Section A of this Article. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with the union-shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse, children or his estate in that order of preference.

J. No Carry-Over. Vacations shall not be accumulated or carried over from one vacation year to another.

ARTICLE 13 – UNION SHOP

It shall be a condition of employment that all employees of the Carrier covered by this agreement who are members of the Brotherhood of Maintenance of Way Employees in good standing on the effective date of this agreement shall remain members in good standing. It shall also be a condition of employment that all employees hired on or after its effective date shall, between the thirty-first (31st) day and the sixtieth (60th) day, following the beginning of such employment become and remain members in good standing in the Brotherhood of Maintenance of Way Employees.

ARTICLE 14 – DUES DEDUCTION

A. Employees who fail to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) shall be terminated.

B. Any employee who is alleged to have failed to comply with the terms of this agreement and who the Brotherhood therefore claims is not entitled to continue in employment subject to this agreement shall be terminated.

C. Indemnification of Carrier. In the event that seniority and employment under this Agreement is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense of the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

D. Dues Deduction Authorization. (See Appendix 2) Effective subject to terms and conditions hereinafter set forth, the carrier will deduct from the wages of employees initiation fees, reinstatement fees, and assessments whenever applicable, and union dues monthly, all of which may be uniformly required as a condition of the employees acquiring or retaining membership in the American Rail System Federation. The General Chairman of the American Rail System Federation will notify, in writing, the General Manager of any special assessment or changes in amounts of fees or dues, such notice to be in the hands of the General Manager not less than thirty (30) days prior to the beginning of the payroll period in which such deduction is to be effective. Such notification shall be in the form set forth at the end of this subsection. There shall be no obligation on the part of the Carrier to make any deductions for fines or penalties.

E. Dues Deduction Authorization (continued). The American Rail System Federation will furnish a sufficient supply of "Wage Deduction Authorization" forms in accordance with Form DD—5 as set forth at the end of this sub-section. Each individual employee subject to the Agreement with the American Rail System Federation who desires such payroll deduction will fill out and sign two copies of the "Wage Deduction Authorization" and shall mail the original to the General Manager of the Carrier and the duplicate copy to the General Chairman of the American Rail System Federation.

F. Dues Deduction Authorization (continued). Individual authorization to be effective for a particular month must be in the possession of the Carrier (General Manager) not later than the beginning of the payroll period from which such deduction is to be made, which will be for dues of the members for the following month.

G. Dues Deduction Authorization (continued). Said deductions made in accordance with the provisions hereof shall be remitted to the General Chairman of the American Rail System Federation promptly, accompanied by a list showing the names of employees for whom deductions were made, the amounts of the deductions and the total amount of money deducted. Said deductions will be made only from wages earned in the second payroll period of each month. If earnings of the employees, are insufficient in the second payroll period to permit the full amount of the American Rail System Federation's deduction, no deductions will be made for that month. In the event of any excess or shortage in said deduction for an individual employee, that will be adjusted by the American Rail System Federation and the individual employee. No deductions will be made from other than the regular second period payrolls of each month.

H. Dues Deduction Authorization (continued). The following payroll deduction shall have priority over deductions for union dues as covered by this Agreement.

- (1) Federal, state and municipal taxes and/or other deductions required by law.
- (2) Insurance premiums.
- (3) Amount withheld as result of wage assignments, bankruptcy, attachment, garnishment or other legal proceeding.

I. Dues Deduction Authorization (continued). Responsibility of the Railway under this Agreement shall be limited to the amount actually deducted from wages of employees pursuant to this Agreement, and the Railway shall not be responsible, financially or otherwise, for failure to make deductions, or for improper or inaccurate deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the American Rail System Federation.

J. Dues Deduction Authorization (continued). This Agreement shall not be effective with respect

to any individual employee until the Railway has been furnished with membership dues, initiation fees and assessments, which assignment shall be revocable, in writing, after the expiration of one year, or upon the termination of the Union Shop Agreement, or of this Agreement. Said revocation may be in the form attached as APPENDIX 3.

ARTICLE 15 – HEALTH AND WELFARE

A. Employees shall participate in the Carrier Health and Welfare plans under the same terms and conditions as other Carrier Employees who are enrolled in the same plans (Medical, Dental, Vision, Life Insurance, EAP) and will contribute the same monthly premium amounts paid by non-represented Carrier Employees for the benefits in which they are enrolled.

B. For successive benefit years, the monthly premiums may be further adjusted upward by no more than 15% annually for covered Employees. In order to maintain the same cost share, decreases in monthly premiums for non-represented Employees will also apply to Employees covered by this Agreement.

C. Employees must first meet the qualifying criteria as described in each Plan before they can become eligible to receive benefits. Information regarding each Plan can be obtained from the Human Resources Office. The Carrier will notify the Employees and the General Chairperson of any updates, amendments or modifications to the Plans and will, if requested, meet to discuss the updates, amendments or modifications with the Organization.

D. Employees shall participate in the Carrier Short Term Disability Insurance and Long-Term Disability Insurance under the same terms and conditions as other Carrier employees. Employees must first meet the qualifying criteria described in the plan to be eligible to receive benefits. Information regarding the plans can be obtained from Human Resources.

E. If an Employee is placed on furlough, his health and welfare coverage will continue for one month following the month in which the Employee last performed compensated service.

F. Employees covered by this Agreement will be eligible for the Carrier's Parental Leave Benefit under the same qualifications and terms as other employees, however, the term "non-union" in the Benefit document shall not apply to Employees covered by this Agreement. Nothing in this provision is intended to limit the right of the Carrier to alter, modify, change, amend or discontinue the Benefit so long as the change(s) also applies(y) to all other Carrier employees.

ARTICLE 16 – 401(k) SAVINGS PLAN

A. Eligibility for participation in the Genesee & Wyoming Inc. 401 (k) Savings Plan is on the first day of the month after the Employee's date of hire. (Example: An Employee hired January 15th would be eligible February 1st).

B. The Carrier will make matching contributions to the plan for the represented Employees who elect to defer compensation and have savings and investment contributions to the Genesee & Wyoming Inc. 401(k) Savings Plan for a given year. These matching contributions will be equal to one-hundred percent (100%) of the amount of such deferrals for each plan year, provided that the matching contributions will not exceed 4% of the Employee's compensation for the year. Eligibility for the matching contribution of the Plan is on the first quarter following one year of service (January 1, April 1, July 1 and October 1) and 1,000 hours of

service.

C. The Plan is intended to be a 'qualified' plan within the meaning of Section 401 of the Internal Revenue Code. The administrative aspects of the plan are the same as provided to corporate Employees generally. The administrative aspects can be updated/changed by the Carrier provided such changes apply to corporate Employees generally and Employees are notified of the changes before they are implemented.

D. Nothing contained in the Collective Bargaining Agreement is intended to limit the right of the Carrier to alter, modify, change or amend the plan, or plan design, at any time, so long as the change(s) also apply to all other Carrier Employees who are enrolled in the same Plans.

ARTICLE 17 – BEREAVEMENT AND PARENTAL LEAVE

A. An Employee will receive an amount equal to 8 hours pay at their regular rate for a maximum of three (3) days to attend the funeral of an immediate family member. This compensation will be for time missed from work during a normal workweek while on the Employer's active payroll and not on vacation. The three days may be applied to those days before and including the day of the funeral, and where necessary for travel or other justified compelling reasons, the day after the funeral.

B. Immediate family is considered to be the Employee's spouse, children, parent, stepparent, step-children, parent-in-law, sibling, stepsibling, sibling-in-law, grandchildren, grandparents and spouse's grandparents.

C. The amount allowed will be at the Employee's regular rate per day, Saturdays, Sundays and holidays excepted, unless Saturday, Sunday and the holiday is a scheduled working day.

D. Employees covered by this Agreement will be eligible for the Carrier's Parental Leave Benefit under the same qualifications and terms as other employees, however, the term "non-union" in the Benefit document shall not apply to Employees covered by this Agreement. Nothing in this provision is intended to limit the right of the Carrier to alter, modify, change, amend or discontinue the Benefit so long as the change(s) also applies(y) to all other Carrier employees.

ARTICLE 18 – JURY DUTY

A. An Employee summoned for jury duty and required to lose time from their assignment as a result thereof will be allowed eight (8) hours pay per day at the straight time rate of pay for last service performed for each day lost, less the amount allowed for jury service, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

B. The Employee summoned for jury duty is required to notify their immediate supervisor on their (Employee's) next scheduled work day following receipt of the jury duty summons.

C. An Employee will furnish their immediate supervisor with a court statement affirming the jury allowance paid and the days on which jury duty was performed, before the Employee will be reimbursed.

D. No jury duty payment will be allowed for any day or days for which the Employee receives vacation or holiday compensation or is not scheduled to work.

E. An Employee summoned for jury duty will be required to report for duty with the Carrier

during their regular assigned work week on any day the court schedule permits.

ARTICLE 19 – SAFETY EQUIPMENT

Employees will participate in the Carrier's footwear and safety glasses programs under the same terms and conditions as other Carrier employees. Employees will be reimbursed up to \$300 annually for approved safety footwear.

ARTICLE 20 – LEAVE OF ABSENCE

A. Employees with one (1) or more years of continuous service may request a leave of absence, which will be subject to the Leave of Absence provisions contained in the Carrier Employee Handbook. Leaves of Absence shall not be granted to Employees engaged in work for any other employer, including other Genesee & Wyoming subsidiaries.

B. Request for a Leave of Absence or extensions thereof must be in writing to the General Manager with a copy to the General Chairman.

C. Except as specified below, a Leave of Absence or extension thereof will be limited to a minimum of fourteen (14) days and a maximum of six (6) months, unless mutually agreed to by the Parties.

D. Request for a Leave of Absence or extension thereof will only be considered when the needs of the service allow. If a request for a Leave of Absence or extension is denied, such denial will be in writing with a copy to the General Chairman.

E. Employees returning from a Leave of Absence must report for duty upon expiration of the Leave or extension thereof. Failure to return to duty or provide satisfactory reasons for doing so may result in dismissal. If the employee is unable to return to duty at the expiration of a Leave of Absence, it is expected he or she will advise the Carrier of his or her inability to return to duty on the agreed date.

F. Unless mitigating circumstances otherwise dictate, employees who absent themselves for three (3) days or more without a written authorized Leave of Absence as provided for in this Article will forfeit their seniority. This paragraph shall not be construed as limiting the Company's right to discipline employees, consistent with the terms of this Agreement, who are absent without authorization.

G. A Leave of Absence is not required when employees are unable to perform service due to a bona fide sickness or injury.

ARTICLE 21 – MANAGEMENT RIGHTS


To establish and post reasonable rules of conduct including a Code of Ethics which shall be reviewed and acknowledged by all employees covered by this agreement on an annual basis as long as the Code applies to all other Carrier employees.

To establish, continue, modify or amend policies and procedures for the conduct of the business which will not supplant the provisions of this Agreement.

ARTICLE 22 – MORATORIUM AND AGREEMENT

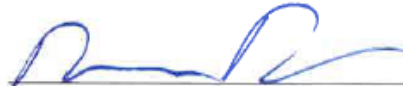
- A. This Agreement shall become effective January 1, 2026, except as specifically provided for herein, and shall remain in effect until and unless changed under the provisions of the Railway Labor Act, amended.
- B. The parties signatory hereto shall not serve nor progress prior to January 1, 2030 (not to become effective prior to January 1, 2031) any notice or proposal for changing any provisions contained herein.
- C. Any typographical errors in conflict with the intent of the parties will be resolved in good faith by the General Chairperson and Highest Designated Officer of the Carrier.
- D. In the event any Article of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal or unenforceable, there will be added in lieu thereof a provision that is similar in terms to such provision as is possible to be legal, valid and enforceable.
- E. The parties signatory hereto agree to meet periodically in an effort to resolve any controversy or dispute which may arise as to the application or interpretation of the rules contained herein.
- F. IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Carrier and the Union.

YORK RAILWAY COMPANY



Brian McClain, President

BMWED – IBT



Michael Ragard, Vice General Chairman



Johnny Long, General Chairman



Sean Gerie, Vice President

APPENDIX 1 – DUES DEDUCTION AUTHORIZATION

General Manager
York Railway Company
2790 West Market Street
York, PA 17404

I hereby assign to the American Rail System Federation of the Brotherhood of Maintenance of Way Employees the amount of my wage necessary to pay my initiation fees and assessments (excluding fines and penalties) and periodic dues uniformly required as a condition of acquiring or retaining membership in the American Rail System Federation, B.M.W. E.

I hereby authorize and direct my employer, York Railway Company, to deduct from my wages the amount of my initiation fees and assessments (exclusive of fines and penalties) and membership or periodic dues uniformly required as a condition of my acquiring and retaining membership in the American Rail System Federation beginning with wages earned in the second payroll from the month of _____ and to pay all such amounts to the General Chairman of the American Rail System Federation, B.M.W.E. all in accordance with the dues deduction agreement effective ____, between said Brotherhood and said Railroad Company with which I am familiar.

This authorization shall be automatically terminated in the event of termination of the rules and working conditions agreement between the York Railway Company and the American Rail System Federation, B.M.W.E.

This authorization may be revoked, in writing, by the undersigned at any time except that such revocation will only be effective in the second payroll period of any month in which deductions are to be made if received by the General Manager of the Railroad prior to the twentieth of the preceding month.

(Date)

(Signature)

APPENDIX 2 – DUES DEDUCTION REVOCATION

General Manager
York Railway Company
2790 West Market Street
York, PA 17404

Effective second period _____, 20____. I hereby revoke the dues deduction authorization now in effect assigning to the American Rail System Federation, B.M.W.E., the amount of wages necessary to pay my monthly dues, initiation fees and assessment (excluding fines and penalties) now being withheld in accordance with dues deduction agreement effective __, between the American Rail System Federation, B.M.W.E. and the York Railway Company.

(Date)

(Signature)