

**GCLP – BMWED Agreement
2026-2030**

ARTICLE 1 – SCOPE	2
ARTICLE 2 – WAGES	3
ARTICLE 3 – WORKDAY AND WORK WEEK	3
ARTICLE 4 – TIME ALLOWANCES	3
ARTICLE 5 – SAFETY EQUIPMENT	4
ARTICLE 6 – SENIORITY	4
ARTICLE 7 – SENIORITY WHILE IN OFFICIAL/SUPERVISORY POSITIONS	4
ARTICLE 8 – PROMOTION	5
ARTICLE 9 – ASSIGNMENT TO POSITIONS	5
ARTICLE 10 – COMMERCIAL DRIVERS LICENSE AND CERTIFICATION	6
ARTICLE 11 – PHYSICAL EXAMINATION AND MEDICAL REVIEW	6
ARTICLE 12 – FORCE REDUCTION	7
ARTICLE 13 – ATTENDING COURT	7
ARTICLE 14 – ATTENDING INVESTIGATIONS	7
ARTICLE 15 – HEARINGS AND DISCIPLINE	7
ARTICLE 16 – CLAIMS OR GRIEVANCES NOT INVOLVING DISCIPLINE	9
ARTICLE 17 – HOLIDAYS	10
ARTICLE 18 – SICK LEAVE	10
ARTICLE 19 – VACATION	11
ARTICLE 20 – BEREAVEMENT AND PARENTAL LEAVE	12
ARTICLE 21 – JURY DUTY	13
ARTICLE 22 – HEALTH AND WELFARE	13
ARTICLE 23 – 401(k) SAVINGS PLAN	13
ARTICLE 24 – LEAVE OF ABSENCE	14
ARTICLE 25 – UNION SHOP	14
ARTICLE 26 – DUES DEDUCTION	14
ARTICLE 27 – EFFECT OF AGREEMENT AND MORATORIUM	16
APPENDIX 1 – DUES DEDUCTION AUTHORIZATION	17
APPENDIX 2 – DUES DEDUCTION REVOCATION	18
LETTER OF UNDERSTANDING	19

ARTICLE 1 – SCOPE

- A. The Carrier recognizes the Organization 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 Maintenance of Way Forces, hereinafter sometimes called the “Employees.” Maintenance of Way Employees may from time to time be required to perform work outside their primary duties.
- B. These rules, subject to the exceptions herein, shall constitute the agreement between the Georgia Central Railway 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 “Organization”, engaged in work generally recognized as Maintenance of Way work, such as, inspection, repairs, utility flagging, and maintenance of culverts, tracks, fences and roadbed or appurtenances thereto, used in the operation of the Carrier in the performance of common Carrier service on the operating property.
- C. 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. The Carrier may subcontract work which is not economically feasible to perform or which is beyond the capacity or capability of the Carrier. The Carrier will make every reasonable effort to perform work now being performed on the property by regularly assigned Maintenance of Way forces. Additionally, the Carrier will not use the provisions of this rule to use subcontractors in a way that would supplant the use of Maintenance of Way Employees during off hours and on rest days in an effort to deny the workforce overtime opportunities.

Nothing in this Agreement shall be interpreted as prohibiting other employees of the Carrier or other Carrier companies from performing work covered by this Scope clause on a non-regular basis or on the same basis as they have performed such work in the past. Maintenance of Way employees will not be furloughed as a result of the use of others.

- D. Employees covered by this Agreement shall be governed by all Carrier rules, policies, practices and procedures in effect or hereafter issued or modified and any prior or future modifications to these issuances, which are not in conflict with the terms and conditions of this Agreement.
- E. **CLASSIFICATIONS**

Foreman – MOW. The person in this position oversees crews in the performance of track maintenance and is responsible for the oversight of activities surrounding the Maintenance of Way job or project functions. Responsibilities include training of employees; assigning and directing work; and resolving problems to the best of their ability.

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.

Machine Operator. Operates various types of equipment to repair or maintain track and/or appurtenances thereto.

Track Laborer. Assists in the maintenance and repair of ties, rail, turnouts, ballast and/or appurtenances thereto.

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:

	Signing	1/1/2027	1/1/2028	1/1/2029	1/1/2030
		4%	3.5%	3.25%	3%
Track Inspector	\$ 32.50	\$ 33.80	\$ 34.98	\$ 36.12	\$ 37.20
Foreman	\$ 30.00	\$ 31.20	\$ 32.29	\$ 33.34	\$ 34.34
Machine Operator	\$ 26.75	\$ 27.82	\$ 28.79	\$ 29.73	\$ 30.62
Track Laborer	\$ 25.75	\$ 26.78	\$ 27.72	\$ 28.62	\$ 29.48

When new positions are created, rates of pay will be negotiated by Carrier and Organization.

Signing Bonus. Within sixty (60) days of full execution of this Agreement, the Carrier shall pay a one-time, lump-sum payment of one thousand, five hundred dollars (\$1,500) to each active employee.

ARTICLE 3 – WORKDAY AND WORK WEEK

- A. **Workday.** Eight (8) hours [or ten (10) hours for four (4) day assignments], excluding meal period, shall constitute a day’s work.
- B. **Work Week.** Five (5) eight (8) hour days or four (4) ten (10) hour days shall constitute a week’s work.
- C. **Days Off.** Five (5) day assignments will include two (2) consecutive off days, four (4) day assignments will include three (3) consecutive off days. Work weeks may be staggered in accordance with Carrier’s operational needs. As far as practicable, the days off will be Saturday and Sunday.

ARTICLE 4 – TIME ALLOWANCES

- A. **Overtime.** Time and one-half shall be paid for the following instances:
 - 1. Time worked in excess of a regular eight (8) hour workday.
 - 2. Time worked in excess of a regular ten (10) hour workday.
 - 3. Time worked on any of the holidays listed in Article 17.

Double time shall be paid after sixteen (16) continuous hours worked, including the assigned meal period.
- B. **No Pyramiding of Overtime.** There shall be no overtime on overtime.
- C. **Call-In Work.** Employees called to perform work not continuous with the regular assigned working hours shall report with reasonable promptness and shall be paid a minimum of four (4) hours at the premium rate of time and one half. The time the employee is called to report will start the call out time. The time will end when he returns back to his home or reporting location.
- 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 work day. If assigned to a lower rated position they will be paid their regular rate.
- F. **Meal Period.** Employees will be afforded a thirty (30) minute unpaid meal period each work day. Work beyond a regular work day in excess of two and one half (2½) hours will entitle the employee to an additional twenty (20) minute period to eat without deduction in pay during each subsequent six (6) hour period.

ARTICLE 5 – SAFETY EQUIPMENT

The Carrier will provide Personal Protective Equipment as required for the work performed. 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 \$250 annually for approved safety footwear.

ARTICLE 6 – SENIORITY

- A. Applicants for employment must complete and execute the Carrier's application forms and pass required physical and visual examinations. Employment shall be considered probationary for one hundred twenty (120) calendar days from hire, which is part of Carrier's selection process during which employment may be terminated without recourse. This probationary period may be extended by mutual agreement between the Highest Designated Officer and the General Chairman. An employee who has completed this probationary period will have seniority dating from his last hire date. Employees hired on the same date shall be entered on the roster in alphabetical order.
- B. If the applicant gives false information, the Carrier will have the right to terminate his employment after the probationary period has expired if the information involved was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.
- C. Employees will keep the Carrier advised of their current address, email, and telephone number.
- D. Except as otherwise provided in this Agreement, seniority rights may be exercised only in case of vacancies, new positions, or reduction of forces.
- E. Seniority rosters will be prepared by the Carrier and a copy promptly forwarded to the General Chairman by December 1 each year and will be posted at the headquarters of the employees involved. An employee will have thirty (30) 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.
- F. Carrier seniority shall be broken, and all employment rights shall be forfeited, when an employee resigns, is discharged, or has less than three (3) years of seniority and is laid off for more than twelve (12) consecutive months.

ARTICLE 7 – SENIORITY WHILE IN OFFICIAL/SUPERVISORY POSITIONS

Employees promoted from crafts or classes represented by the Organization to official, supervisory, or excepted positions shall retain and accumulate seniority only upon payment of a monthly fee not to exceed the amount of monthly union dues.

Employees promoted prior to March 25, 2026, shall retain the seniority standing held at the time of promotion but must pay the required monthly retention fee in order to accumulate additional seniority. Employees promoted on or after March 26, 2026, must pay the required monthly retention fee in order to retain and continue to accumulate seniority.

If payment of the required fee becomes delinquent, the appropriate General Chairman shall provide written notice of the amount owed. The employee shall have ninety (90) days from the date of such notice to cure the delinquency. Failure to cure the delinquency within that period shall result in forfeiture of seniority.

An employee leaving an official, supervisory, or excepted position and returning to service under this Agreement must notify the Carrier of intent to exercise seniority within fifteen (15) days in accordance with Article 6 (Seniority).

Employees serving in supervisory or excepted positions are outside the scope of this Agreement for disciplinary purposes. Any discipline or termination imposed by the Carrier for conduct occurring while the employee is serving in such position shall not be subject to the investigation, grievance, or arbitration procedures of this Agreement and shall not be reviewable under Article 15 (Hearings and Discipline).

ARTICLE 8 – PROMOTION

- A. Promotion, assignments, and displacements (except those to positions not covered by this Agreement) shall be based on qualifications and seniority; qualifications being equal, seniority shall prevail. For Track Inspector and Foreman positions, management to be the judge.
- B. Two (2) or more employees promoted to the same higher rank on the same date will hold the same relative seniority position therein as they held in the rank from which promoted.
- C. A promoted employee will retain his seniority rights in the position from which promoted.
- D. Hardship or other exceptions can be agreed upon in writing by the General Chairman and Highest Designated Officer.

ARTICLE 9 – ASSIGNMENT TO POSITIONS

- A. **Advertisement and Assignment to Positions.** All new positions and vacancies, whether permanent or temporary, will be advertised for a period of five (5) workdays, with posting to be done on Monday at the beginning of the workday and closing on Friday at the end of the workday. 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.
- B. **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.
- C. **Application for Former Position.** When an employee bids for and is awarded a position, his former position will be advertised.
- D. **Copies.** Copies of all advertisements and awards will be furnished to the General Chairman.

ARTICLE 10 – COMMERCIAL DRIVERS LICENSE AND CERTIFICATION

- A. The Employee shall be reimbursed for fees and expenses incurred as necessary to obtain and maintain a required CDL and related certifications. 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.
- B. Employees shall be permitted the use of a Carrier vehicle when available (unless otherwise provided) to take the CDL test.
- C. Employees will not have to pay fines incurred through no fault of their own.

ARTICLE 11 – PHYSICAL EXAMINATION 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 (2) 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 (2) 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 12 – FORCE REDUCTION

- A. **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 forfeiture of all seniority.
- B. **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 C of this Article, will be recalled for service in seniority order.
- C. **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 forfeiture 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.
- D. **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.

ARTICLE 13 – 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 they are not assigned to work, they will be allowed a minimum of a full day's pay equal to their regular assigned hours at their regular rate. If held beyond their regularly scheduled assigned 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.

ARTICLE 14 – ATTENDING INVESTIGATIONS

Employees required to report, by the Carrier, for investigations immediately before or after, and continuous with their regular work day will be paid at their regular straight time rate. If required to attend investigations at any other than the above-mentioned times, except when under pay, will be paid in accordance with the Call-In provisions of this Agreement. This section also applies to employees required to attend investigations as witnesses.

ARTICLE 15 – HEARINGS AND DISCIPLINE

- A. **Discipline.** An employee shall not be demoted, disciplined or dismissed without a fair and impartial hearing as defined herein. Employees may however, in cases management determines to be serious (such as but not limited to theft, altercation, drug/alcohol violations, insubordination, major accidents, serious misconduct), be held out of service pending hearing. An employee held out of service under this Article who as a result of the hearing is found not to have violated the rules, or the charges are dropped, will be reinstated immediately and paid for time lost.
- B. **Charges.** An employee who is charged with an offense which might result in being disciplined shall be notified (with copy to the General Chairman) in writing of the precise charge within thirty (30) days of the date management has first knowledge. Such notice shall be in writing and specify the precise charge(s) or

nature of the offense. Failing to comply with this provision, the charges shall be dropped and no further action may be taken against the employee concerning the alleged offense.

- C. **Waiver.** Prior to hearing, an employee and his duly authorized representative, if he desires, may request a meeting with a Carrier representative for the purpose of resolving the matter. An employee may elect to waive their right to a hearing and accept discipline as agreed with the Carrier. Such agreement must be obtained in writing and be signed by the employee and the Carrier manager. Discipline imposed in accordance with this procedure will be final with no right of appeal.
- D. **Hearings.** A charged employee shall have the right to be represented by a duly authorized union representative and shall be permitted to hear all oral testimony, read all records referred to in the hearing and question all witnesses.
- E. **Decision on Hearing.** A decision shall be rendered within thirty (30) days from date of close of hearing. Failing to comply with this provision, the charges shall be dropped and no further action may be taken against the employee concerning the alleged offense. A copy of the discipline decision and transcript will be furnished to the General Chairman and the employee.
- F. **Appeals.** If the decision on hearing is against the employee, the Organization or the employee shall have the right of appeal to the Highest Designated Officer. All appeals must be submitted in writing within thirty (30) days from the latter of (1) the date the decision was issued or (2) the transcript is received by the General Chairman. Failing to comply with this provision, the matter shall be closed with respect to the employee, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar appeals.
- G. **Decision on Appeal.** The decision on appeal from the Carrier's Highest Designated Officer shall be submitted in writing to the General Chairman within thirty (30) days from date appeal is received. If not submitted timely, the appeal shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar appeals.
- H. **Conference.** If the Highest Designated Officer declines the appeal, in whole or part, the Organization may request a conference to discuss the case. Such conference request must be made in writing within thirty (30) days of the denial of the appeal. Conference between the Organization and the Highest Designated Officer shall be held within thirty (30) days of receipt of the Organization's request.
- I. **Progression.** The final declination by the Highest Designated Officer shall stand unless within one hundred eighty (180) days from the date of conference, proceedings are instituted by the employee or his duly accredited representative before the appropriate division of the National Railroad Adjustment Board or a tribunal that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.
- J. **Reinstatement.** If in the final disposition of the case, the decision or award is in favor of the employee, the employee's record shall be cleared or modified in accordance with the decision or award; if suspended or dismissed the employee shall be reinstated with all rights unimpaired and compensated for all time lost, less earnings made in other employment during time out of service.
- K. **Extensions.** The parties, by agreement, may extend the time limits specified in this Article at any level of handling.

ARTICLE 16 – CLAIMS OR GRIEVANCES NOT INVOLVING DISCIPLINE

- A. Presentation and Denial of Claim or Appeal.** All claims or grievances must be presented in writing setting forth the facts and reasons therefore by or on behalf of the employee involved to the General Manager within thirty (30) days from the date of occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within thirty (30) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his duly authorized representative), in writing, of the reason for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.
- B. Appeal.** If a disallowed claim or grievance is to be appealed, such appeal must be in writing to the Highest Designated Officer, setting forth the reasons therefore and must be made within thirty (30) days from receipt of notice of disallowance. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contention of the employee as to other similar claims or grievances.
- C. Decision on Appeal.** The decision on appeal from the Carrier's Highest Designated Officer shall be submitted in writing to the General Chairman within thirty (30) days from date appeal is received. If not submitted timely, the appeal shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar appeals.
- D. Conference.** If the Highest Designated Officer declines the appeal, in whole or part, the General Chairman or his designee may request a conference to discuss the case. Such conference request must be made, in writing, within thirty (30) days of the denial of the appeal. Conference between the General Chairman or his designee and the Highest Designated Officer shall be held within thirty (30) days of receipt of the Organization's request.
- E. Progression.** The final declination by the Highest Designated Officer shall stand unless within one hundred eighty (180) days from the date of conference, proceedings are instituted by the employee or his duly accredited representative before the appropriate division of the National Railroad Adjustment Board or a tribunal that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.
- F. Payment of Claim.** If a claim is to be paid, it shall be paid in the pay period immediately following the settlement.
- G. Extensions.** The Parties, by agreement, may extend the time limits specified in this Article at any level of handling.

ARTICLE 17 – HOLIDAYS

- A. Holiday Pay.** All employees covered by this Agreement shall receive, based upon the assigned schedule, either eight (8) for 8x5 or ten (10) for 10x4 hours of pay at their regular straight time rate for the following Holidays:

New Year's Day	Labor Day
Martin Luther King Jr Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Eve
New Year's Eve Day	Christmas Day

In addition to these holidays, Employees will receive one (1) floating holiday for their use per calendar year, which must be observed before December 1st of the current year or is forfeited. If a requested floating holiday for a day before December 1 is denied, the Employee will be permitted to request another day or be paid in lieu of said floating holiday.

Employees hired on, or after, October 1st of the calendar year will not be eligible for the floating holiday until the following calendar year.

- 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 one 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.

ARTICLE 18 – SICK LEAVE

Each full-time employee who has completed sixty (60) calendar days of continuous service will be eligible for forty (40) hours of sick leave, to be prorated in their first calendar year of employment as shown below. This leave is 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.

<u>Hire Date</u>	<u>Number of hours</u>
January 1 – March 14	40 hours
March 15 – May 26	32 hours
May 27 – August 7	24 hours
August 8 – October 19	12 hours
October 20 – December 31	8 hours

ARTICLE 19 – VACATION

- A. Employees shall earn vacation on a current basis as set forth below. Five (5) days earned will be treated as one (1) calendar week of vacation. Employees will be compensated forty (40) hours of pay at the normal assignment rate, for each week of vacation claimed.
- B. **Vacation Entitlements.** Full time Employees will earn vacation based on completed calendar years of service as follows:

Up to 5 years of service	104 hours
After 5 years of service	128 hours
After 10 years of service	152 hours
After 15 years of service	168 hours

Vacation will be earned throughout the year on a pro-rata basis (“earn-as-you-go”) as follows:

Less than 1 year of service	8.00 hours per month
Up to 5 years of service	8.67 hours per month
After 5 years of service	10.67 hours per month
After 10 years of service	12.67 hours per month
After 15 years of service	14.0 hours per month

- C. An Employee will be permitted to use up to one half of the year’s allotment prior to actually earning it. Employees joining the company during a calendar year will begin earning vacation during their second month of employment. (For example, an Employee hired in August will begin earning vacation time in September). In the event an employee separates from service for any reason, the Carrier shall not recoup, deduct, or require repayment of any advanced vacation pay.
- D. Vacations earned during the calendar year must be taken during the year in which it is earned. All Employees are required to take their vacations and may not work in lieu of the time off. Any exceptions to this policy must be authorized by the appropriate General Manager. Exceptions to this rule will be made only when there are extreme, compelling circumstances surrounding the requests.
- E. **Scheduling Vacation and Single Day Vacations.** Vacations will be bid through the designated company officer in advance, in keeping with the efficient operation of the location. Employees must use vacation in week long increments but may use up to five (5) days of annual vacation on a single day basis. Unless otherwise agreed to by the management, these single day vacation days must be scheduled at least five (5) days in advance and are subject to the needs of the service.
- F. Proper local officer will advertise in the usual manner, not later than December 1 of each year, for a period of seven (7) days, and each Employee will be permitted to bid for the Monday upon which he desires to begin his vacation. Employees bidding on vacation periods will state their preferences in numerical order. Following the expiration of such seven (7) days, the proper officer and the proper representative of the Employees will cooperate in the assigning of vacations. Preference shall be given to the senior Employees. Eligible Employees not having bid or not being successful bidders will be assigned as mutually agreed to between the local officers and the local chairman. Bulletins will be posted in the regular manner not later than December 29 of each year showing the vacation periods assigned to Employees.

When vacations are split as provided for in this Agreement, seniority will be recognized for the individual Employee for the first choice vacation period, which he may select up to two (2) weeks of vacation. Those weeks may be consecutive or separate. After each employee has chosen up to two (2) weeks of vacation in seniority order, the bidding will continue with employees selecting one (1) week for each of the following rounds until all vacations have been assigned in seniority order for each subsequent round. For scheduling purposes, full week vacation requests have priority over less than full week increment requests.

Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Vacation not used due to the exigencies of service will be paid to the Employee no later than February 1 of the following year in which vacation was not used. Due regard, consistent with requirements of the service, shall be given to the preference of the Employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the Carrier and of the Employees will cooperate in arranging vacation periods, administering vacations and releasing Employees when requirements of the service will permit.

- G.** 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.

ARTICLE 20 – BEREAVEMENT AND PARENTAL LEAVE

- A.** An Employee will receive an amount equal to eight (8) hours of pay at their regular rate for a maximum of three (3) days to attend the funeral of an immediate family member. An Employee assigned to a 4x10 work week would instead receive an amount equal to ten (10) hours of pay.
1. 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 (3) 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.
 2. 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.
 3. 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.
- B.** 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 21 – 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 of 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. If assigned to a work week of four (4) ten (10) hour days, he would be entitled to ten (10) hours of pay per day at the straight time rate of pay for the last service performed.
- 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 22 – HEALTH AND WELFARE

The Carrier shall provide each full-time employee and their eligible dependents a level of medical, prescription and dental benefits under a group plan consistent with the terms and conditions under which plan is afforded to corporate employees generally. Employees shall participate in the Carrier plans under the same terms and conditions as all other Carrier employees, including employee premiums and co-pays.

Employees shall participate in the Carrier Life Insurance, Short Term Disability Insurance and Long-Term Disability Insurance under the same terms and conditions as other Carrier employees.

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

Information on Plan benefits will be made available to all Employees or can be requested through Human Resources. Employees must first meet the qualifying criteria as described in the Plan before they can become eligible to receive benefits.

ARTICLE 23 – 401(k) SAVINGS PLAN

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 1-31 would be eligible February 1).

The Carrier will make matching contributions to the plan for BMWED 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 (1) year of service (January 1, April 1, July 1 and October 1) and 1,000 hours of service.

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.

Nothing contained in this 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(ies) to all other Carrier employees who are enrolled in the same Plans.

ARTICLE 24 – LEAVE OF ABSENCE

- A.** An employee may be granted a leave of absence without pay for up to thirty (30) calendar days at Carrier’s discretion upon written application by the employee.
- B.** The granting of a leave of absence by the Carrier shall be based on the nature of the request and operational requirements of the Carrier. Extensions of the leave of absence may be granted at the option of the Carrier.
- C.** An employee shall immediately return to work upon termination of his leave of absence. Carrier seniority shall be broken and all employment rights shall be forfeited when an employee fails to return following the end of a leave of absence or paid time off.
- D.** An employee who has been granted a leave of absence shall be considered as having terminated his employment without notice if, while on such leave, the employee engages in, or applies for, other employment.
- E.** An employee who has obtained a leave through fraud or misrepresentation shall be subject to discharge at the sole discretion of the Carrier.

ARTICLE 25 – 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 one hundred and twentieth (120th) day, following the beginning of such employment become and remain members in good standing in the Brotherhood of Maintenance of Way Employees.

ARTICLE 26 – 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.** The Brotherhood of Maintenance of Way Employees Division agrees that it will indemnify and hold harmless the Georgia Central Railway from any claim and/or lawsuit initiated by or on behalf of, any Maintenance of Way Department employee or former employee, arising out of the interpretation and/or application of the Union Shop Agreement referred to herein.

- D.** Dues Deduction Authorization. (See APPENDIX 1) 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 Organization. The General Chairman 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 Organization 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 who desires such payroll deduction will fill out and sign two (2) 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.
- 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 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 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 Organization 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 Organization.
- 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 (1) year, or upon the termination of the Union Shop Agreement, or of this Agreement. Said revocation may be in the form attached as APPENDIX 2.

ARTICLE 27 – EFFECT OF AGREEMENT AND MORATORIUM

This Agreement shall become effective upon signing except as specifically provided for herein and shall remain in effect until and unless changed under the provisions of the Railway Labor Act, as amended, or by mutual consent of parties signatory hereto.

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.


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.

No party to this Agreement will serve any notice or proposal under the terms of the Railway Labor Act for the purpose of changing the provisions of the Agreement prior to January 1, 2030, to be effective no earlier than January 1, 2031. All pending Section 6 Notices between the parties are hereby withdrawn.

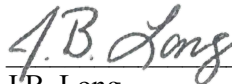
This Article shall not bar the Carrier and Organization from agreeing upon any subject of mutual interest.

For Georgia Central Railway, L.P.:

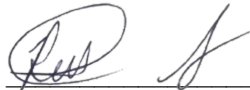
For Brotherhood of Maintenance of Way Employes Division:



4/7/2026
Date
Rob Anderson
President
Georgia Central Railway, L.P.



4/7/2026
Date
J.B. Long
General Chairman
American Rail System Federation, BMWED



4/7/2026
Date
Reese Saulter III
Vice President, BMWED

APPENDIX 1 – DUES DEDUCTION AUTHORIZATION

General Manager
GCLP

I hereby assign to the Brotherhood of Maintenance of Way Employes 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 B.M.W.E.D. I hereby authorize and direct my employer 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 Organization beginning with wages earned in the second payroll from the month of _____ and to pay all such amounts to the General Chairman, B.M.W.E.D. 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 Railroad and B.M.W.E.D. 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)

(Print Name)

APPENDIX 2 – DUES DEDUCTION REVOCATION

General Manager
GCLP

Effective second period _____, 20____. I hereby revoke the dues deduction authorization now in effect assigning to the B.M.W.E.D., 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 Railroad and B.M.W.E.D.

(Date)

(Signature)

(Print Name)

LETTER OF UNDERSTANDING

April 7, 2026

J.B. Long
General Chairman
American Rail System Federation, BMWED

Dear Johnny,

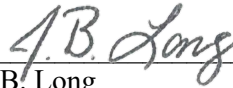
With our recently executed Agreement between the Georgia Central Railway and the Brotherhood of Maintenance of Way Employees Division, standard wage rates have been implemented for each of the four named job classifications. Together we agree that in one covered employee's case, application of the new job classification rate would be unacceptable based upon his extended service time. Accordingly, the current hourly wage rate of employee R.W. Williams will remain as current, until the applicable rate of the position to which he is assigned exceeds his current rate.

If you agree, please affix your signature below.

Sincerely,



Rob Anderson
President
Georgia Central Railway



J.B. Long
General Chairman
American Rail System Federation, BMWED