

**AGREEMENT**

**BETWEEN**

**UTAH RAILWAY COMPANY AND  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

**Effective: May 25, 2023**

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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 Maintenance of Way Department Workers, hereinafter sometimes called the "Employees".

B. These rules, subject to the exceptions herein, shall constitute the agreement between the Utah 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 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.

With a full staff of three (3) the Carrier will be able to utilize others (Contractors/Management) during emergencies or severe weather. Determined by General Manager. Otherwise, the Carrier will provide fifteen days notice to the General Chairman.

D. 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.

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.

Composite Work: An arbitrary payment for working out of classification has been rolled into the basic wage rates listed in Article 2 of this Agreement. In the event an employee works out of classification for thirty (30) consecutive days or more, the assignment will be advertised per Article 3.

**ARTICLE 2 - WAGES**

The following hourly wage rates shall be effective during the term of this Agreement at the start of the first payroll period following the dates listed below:

		4%	3%	3%	3%
	At Signing	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Foreman	\$ 30.12	\$ 31.32	\$ 32.26	\$ 33.23	\$ 34.23
Track Inspector	\$ 29.56	\$ 30.74	\$ 31.66	\$ 32.61	\$ 33.59
Track Machine Operator/Welder	\$ 28.50	\$ 29.64	\$ 30.53	\$ 31.45	\$ 32.39
Laborer	\$ 27.42	\$ 28.52	\$ 29.37	\$ 30.25	\$ 31.16

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 ninety (90) Calendar Days. 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.
4. The position has gone more than one bid cycle without any bidders.

**F. COPIES**

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

**ARTICLE 4 - SENIORITY**

**ESTABLISHMENT OF SENIORITY / PROBATIONARY PERIOD** An employee shall have a probationary period without seniority status for the first ninety (90) 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.

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

**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, with the condition that such employee continues to pay seniority retention fees and the Brotherhood will be notified of each promotion.

**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.

**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 by employee birthdate. The employee with the oldest birthdate will be placed on the roster senior to those who are younger.

**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 will result in such employee to be placed in a furlough status.

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.

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. 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.

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

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.

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.

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

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, snowstorm, 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 6:00 am and 8:00 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 ninety (90) calendar 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. When an investigation is necessary it will be held as soon as possible, ordinarily within ten (10) calendar days but not to exceed thirty (30) calendar days from date of report unless mutually agreed



to by the employer and the employee's Union representative. The accused employee shall be advised, in writing, of the charges against him and shall have reasonable time to secure the presence of a representative of his choice and necessary witnesses.

D. If he desires to be represented at such trial, he may be represented by the duly accredited representative 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. A decision will be rendered within ten (10) calendar days from the date of the investigation. If a decision is not rendered within the ten (10) day period the employee, if held out of service, will be paid eight (8) hours pay at the straight time rate of pay of the position last held prior to being held out of service, for each day thereafter until a decision is rendered.

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 to Employees. Employees who have been in the service of the Carrier for more than ninety (90) calendar days 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

Employees hired after signing of this Agreement will fall under the GWI vacation plan, the "GW plan". Wilfredo Tapia's vacation calculations and credits will remain grandfathered under the prior 2007 agreement and per Appendix C of the 2011 Agreement. All other employees on the active BMWED roster hired after January 1, 1997 will fall under the GWI vacation plan. Their vacation is calculated and granted according to the GWI vacation plan based on their hire date.

After 1 year's service: 13 days  
After 5 years service: 16 days  
After 10 years service: 19 days  
After 15 years service: 21 days

At the beginning of each calendar year, all active full-time employees will be credited with vacation days for the prior year according to the above schedule. An employee with less than one year will accrue a prorated amount for the time worked as of the end of the calendar year in which the employee is hired. New employees are not eligible to take accrued vacation until a minimum of six month service is completed.

## 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

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

C. 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.

D. 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.

E. 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 Unified System Division. The General Chairman of the Unified System Division 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.

F. Dues Deduction Authorization (continued). The Unified System Division 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 Pennsylvania 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 Unified System Division.

G. 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.

H. Dues Deduction Authorization (continued). Said deductions made in accordance with the provisions hereof shall be remitted to the General Chairman of the Unified System Division 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 Unified System Division’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 Unified System Division and the individual employee. No deductions will be made from other than the regular second period payrolls of each month.

I. 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.

J. 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 Unified System Division.

K. 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. Effective calendar year 2024 and thereafter, 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 with ten (10) or more years of service with Utah Railway is placed on furlough, the existing medical and dental insurance coverage will continue at the current and future cost sharing rate for six (6) months following the month in which the Employee last performed compensated service, or until the member(s) are qualified under a new insurance program, whichever circumstance is shorter.

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 the 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**

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, 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.

### **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 \$200 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 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, amended.

B. The parties signatory hereto shall not serve nor progress prior to January 1, 2027 (not to become effective prior to January 1, 2028) 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.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Carrier and the Union.

For Brotherhood of Maintenance of Way Employees

For Utah Railway Company

Brian Rumler  
Brian Rumler, General Chairman

Daniel Dalton  
Daniel Dalton, Vice President, Central Division  
American Region Railroads

Mike Hallgren  
Mike Hallgren, Vice Chairman

Galen Owen  
Galen Owen, Vice President

**APPENDIX 1 – DUES DEDUCTION AUTHORIZATION**

General Manager  
Utah Railway Company

I hereby assign to the Unified System Division of 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 Unified System Division, B.M.W.E.D.

I hereby authorize and direct my employer, Utah 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 Unified System Division beginning with wages earned in the second payroll from the month of \_\_\_\_\_ and to pay all such amounts to the General Chairman of the Unified System Division, 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 Utah Railway Company and the Unified System Division, 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)

**APPENDIX 2 – DUES DEDUCTION REVOCATION**

General Manager  
Utah Railway Company

Effective second period \_\_\_\_\_, 20\_\_\_\_. I hereby revoke the dues deduction authorization now in effect assigning to the Unified System Division, 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 Unified System Division, B.M.W.E.D. and the Unified System Division Railway Company.

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

**SIDE LETTER Re: February 7, 1965 Agreement Applicability**

May 25, 2023

Brian Rumler  
General Chairman  
BMWED United System Division

Dear Mr. Rumler:

The intent and application of this letter is to grant flexibility for workforce expansion within Utah Railway's BMWED represented Track Maintenance Department. During bargaining, the parties discussed the ebb and flow complexities and the current desire to expand the BMWED represented workforce without Appendix "A" (February 7<sup>th</sup>, 1965 Mediation Agreement) obligations.

Appendix "A" attached to and made a part of this letter, will carry over to the 2023 UTAH-BMWED Agreement with UTAH Employees Dell Snow and Wilfredo Tapia grandfathered thereinto. Once Messrs. Snow and Tapia have departed the company through natural attrition due to resignation, retirement or dismissal for cause, Appendix "A" will become null and void.

In exchange for this, in the event of Carrier force reductions, all existing and future employees with ten (10) or more years of service with Utah Railway will be afforded an additional six (6) months of medical and dental insurance coverage at the current and future cost sharing rate as identified in *Article 15 - Health and Welfare* in the event they enter furlough status.

Sincerely,  
UTAH RAILWAY COMPANY



Daniel Dalton  
Vice President, Central Division  
American Region Railroads

Agreed:

*Brian Rumler*

Brian Rumler  
General Chairman  
BMWED United System Division

Case No. A-7 128

## MEDIATION AGREEMENT

This agreement made this 7th day of February, 1965, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Five Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

### ARTICLE I - PROTECTED EMPLOYEES

#### Section 1

All employees, other than seasonal employees, who were in active service and who have or attain ten (10) or more years' of employment relationship will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the date on which such ten or more years of employment relationship is acquired was a work day). An employee who is not regularly assigned on the date the employee is otherwise eligible to achieve protected status under this Section will be deemed to be protected on the first day assigned to a regular position in accordance with existing rules of the BMW Agreement

#### Section 2

Seasonal employees, who had compensated service during each of the years 1995, 1996 and 1997, who otherwise meet the definition of "protected" employees under Section 1, will be offered employment in future years at least equivalent to what they performed in 1997, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

#### Section 3

In the event of a decline in a carrier's business in excess of 5% in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5%. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton miles divided by 2.

Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto.

Upon restoration of a carrier's business following any such force reduction, employees entitled to preservation of employment must be recalled in accordance with the same formula Within 15 calendar days.

#### Section 4

Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employees affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton miles resulting there from shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I.

#### Section 5

Subject to and without limiting the provisions of this agreement with respect to furloughs of employees, reductions in forces, employee absences from service or with respect to cessation or suspension of an employee's status as a protected employee, the carrier agrees to maintain work forces of protected employees represented by each organization signatory hereto in such manner that force reductions of protected employees below the established base as defined herein shall not exceed six per cent (6%) per annum. The established base shall mean the total number of protected employees in each craft represented by the organizations signatory hereto who qualify as protected employees under Section 1 of this Article I.

## **ARTICLE II - USE AND ASSIGNMENT OF EMPLOYEES AND LOSS OF PROTECTION**

### Section 1

An employee shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or failure to accept employment as provided in this Article. A protected furloughed employee who fails to respond to extra work when called shall cease to be a protected employee. If an employee dismissed for cause is reinstated to service, he will be restored to the status of a protected employee as of the date of his reinstatement.

### Section 2

An employee shall cease to be a protected employee in the event of his failure to accept employment in his craft offered to him by the carrier in any seniority district or on any seniority roster throughout the carrier's railroad system as provided in implementing agreements made pursuant to Article III hereof, provided, however, that nothing in this Article shall be understood as modifying the provisions of Article V hereof.

### Section 3

When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose.

## **ARTICLE III - IMPLEMENTING AGREEMENTS**

### Section 1

The organizations recognize the right of the carriers to make technological, operational and organizational changes, and in consideration of the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employees throughout the system which do not require the crossing of craft lines. The organizations signatory here to shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employees and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

### Section 2

Except as provided in Section 3 hereof, the carrier shall give at least 60 days' (90 days in cases that will require a change of an employee's residence) written notice to the organization involved of any intended change or changes referred to in Section 1 of this Article whenever such intended change or changes are of such a nature as to require an implementing agreement as provided in said Section 1. Such notice shall contain a full and adequate statement of the proposed change or changes, including an estimate of the number of employees that will be affected by the intended change or changes. Any change covered by such notice which is not made within a reasonable time following the service of the notice, when all of the relevant circumstances are considered, shall not be made by the carrier except after again complying with the requirements of this Section 2.

### Section 3

The carrier shall give at least 30 days' notice where it proposes to transfer no more than 5 employees across seniority lines within the same craft and the transfer of such employees will not require a change in the place of residence of such employee or employees, such notice otherwise to comply with Section 2 hereof.

### Section 4

In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employees to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof; the matter may be referred by either party to the Disputes Committee as hereinafter provided.

The issues submitted for determination shall not include any question as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employees, and the allocation or rearrangement of forces made necessary by the contemplated change.

#### Section 5

The provisions of implementing agreements negotiated as hereinabove provided for with respect to the transfer and use of employees and allocation or reassignment of forces shall enable the carrier to transfer such protected employees and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of rights of unprotected employees who maybe affected thereby.

### **ARTICLE IV - COMPENSATION DUE PROTECTED EMPLOYEE**

#### Section 1

Subject to the provisions of Section 3 of this Article IV, protected employees who hold regularly assigned positions shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position as of the date they become protected; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

#### Section 2

Subject to the provisions of Section 3 of this Article IV, all other employees entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earned during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employee has been placed in a worse position with respect to his compensation, his total compensation and total time paid for during the base period will be separately divided by twelve, if his compensation in his current employment is less in any month (commencing with the first month following the date of this agreement) than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided, however, that in determining compensation in his current employment the employee shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

#### Section 3

Any protected employee who in the normal exercise of his seniority bids in a Job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article IV hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.



#### Section 4

If a protected employee fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline.

#### Section 5

A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier's service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employee be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 or 4, provided, however, that employees furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of this agreement.

#### Section 6 -

The carrier and the organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement.

### **ARTICLE V - MOVING EXPENSES AND SEPARATION ALLOWANCES**

In the case of any transfers or rearrangement of forces for which an implementing agreement has been made, any protected employee who has 15 or more years of employment relationship with the carrier and who is requested by the carrier pursuant to said implementing agreement to transfer to a new point of employment requiring him to move his residence shall be given an election, which must be exercised within seven calendar days from the date of request, to make such transfer or to resign and accept a lump sum separation allowance in accordance with the following provisions:

If the employee elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of eight hundred dollars (\$800) and five working days instead of the "two 'working days'" provided by Section 10(a) of said Agreement.

If the employee elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protections to which he may have been entitled under the Protective Agreement and Washington Agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employees who resign to accept the separation allowance herein provided.

Those protected employees who do not have 15 years or more of employment relationship with the carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and 5 working days instead of "two working days" provided in Section 10(a) of said Agreement.

## **ARTICLE VI - APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS**

### Section 1

Any merger agreement now in effect applicable to merger of two or more carriers, or any job protection or employment security agreement which by its terms is of general system-wide and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employee representatives so notifying the carrier within sixty days from the date of this agreement, and in that event this agreement shall not apply on that carrier to employees represented by such representatives.

### Section 2

In the event of merger or consolidation of two or more carriers, parties to this Agreement on which this agreement is applicable, or parts thereof, into a single system subsequent to the date of this agreement the merged, surviving or consolidated carrier will constitute a single system for purposes of this agreement, and the provisions hereof shall apply accordingly, and the protections and benefits granted to employees under this agreement shall continue in effect.

### Section 3

Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carriers as the term "coordination" is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted thereof.

### Section 4

Where prior to the date of this agreement the Washington job Protection Agreement (or other agreements of similar type whether, applying inter-carrier or intra-carrier has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee under this agreement.

## **ARTICLE VII - DISPUTES COMMITTEE**

### **Section 1**

Any dispute involving the interpretation or application of any of the terms of this agreement and not settled on the carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carriers' Conference Committees signatory to this agreement, two members of the Employees' National Conference Committee signatory to this agreement, and a referee to be selected as hereinafter provided. The referee selected shall preside at the meetings of the committee and act as chairman of the committee.

A majority vote of the partisan members of the committee shall be necessary to decide a dispute, provided that if such partisan members are unable to reach a decision, the dispute shall be decided by the referee. Decisions so arrived at shall be final and binding upon the parties to the dispute.

### **Section 2**

The parties to this agreement will select a panel of three potential referees for the purpose of disposing of disputes pursuant to the provisions of this section. If the parties are unable to agree upon the selection of the panel of potential referees within 30 days of the date of the signing of this agreement, the National Mediation Board shall be requested to name such referee or referees as are necessary to fill the panel within 5 days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one year, if available. Successors to the members of the panel shall be appointed in the same manner as the original appointees.

### **Section 3**

Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employees' National Conference Committee, signatories to this agreement, who shall within 10 days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more than 10 days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than 5 days) but in any event within 5 days of the date such meeting is closed, provided that the partisan member of the committee may by mutual agreement extend the duration of the meeting and the period for decision; the notice provided for in this Section 3 shall state specifically the questions to be submitted to the committee for decision; and the committee shall confine itself strictly to decisions as to the question so specifically submitted to it.

### **Section 4**

Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

## Section 5

The parties to the dispute will assume the compensation, travel expense and other expense of their respective partisan committee members. Unless other arrangements are made, the office, stenographic and other expenses of the committee, including compensation and expenses of the referee, shall be shared equally by the parties to the dispute.

## **ARTICLE VIII- EFFECT OF THIS AGREEMENT**

This Agreement is in settlement of the disputes growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 31, 1963 relating to Stabilization of Employment, and out of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963 relating to Technological, Organizational and Other Changes and Employee Protection. This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto.

The provisions of this Agreement shall remain in effect until July 1, 1967, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this agreement shall serve, prior to January 1, 1967, any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of this Agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and that portion of pending notices relating to such subject matters, whether local, regional or national in character, are withdrawn. Any notice or proposal of the character referred to in this paragraph served on or after January 1, 1967 shall not be placed into effect before July 1, 1967.

## **ARTICLE IX - COURT APPROVAL**

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

SIGNATURES NOT REPRODUCED

## AGREEMENT

WHEREAS, Article XII, Part A of the Mediation Agreement Case No. A-12718, (Sub 1, Sub 1A, Sub 2, Sub 3, Sub 4, Sub 5, Sub 6, Sub 7, and Sub 8), dated September 26, 1976 (September 26, 1996 Agreement), between employees represented by the Brotherhood of Maintenance of Way Employees (BMWE or "the Union") and certain carriers represented by the National Carrier's Conference Committee (ANCCC) makes certain amendments to the Mediation Agreement, Case A-i 128, dated February 7, 1965 ("February 7, 1965 Agreement"), and

WHEREAS, the carriers covered by Article XII, Part A, which are represented by the NCCC ("Covered Carriers" or "Carrier"), and the BMWE have concluded that the Disputes Committee procedures contained in Article VII of the February 7, 1965 Agreement should be revised, it is hereby

AGREED, that, the following procedures will supersede the dispute resolution procedures set forth in and established under Article VII of the February 7, 1965 Agreement as regards any dispute between BMWE and the Covered Carriers arising under the February 7, 1965 Agreement, as amended.

### I. Handling of Claims

- A. Each Carrier shall designate an officer or officers to receive initial claims arising under either the February 7, 1965 Agreement or the Washington Job Protection Agreement of 1936. The Carrier shall notify the Union in writing of the names and addresses of such designated officer or officers. All claims under the provisions of these Agreements shall be presented to the designated officer by the employee or his designated representative within sixty (60) days following the end of the calendar month in which the claim arose. The claim shall be barred if not presented within such period. The designated officer who received the claim shall deny or allow it within sixty (60) days from the date of the receipt. Any denial must be in writing and state the reasons for denial of the claim. If the designated officer fails to respond to the claim within the time provided, the claim shall be allowed as presented, but this shall not be considered as precedent or waiver of the contentions of the Carrier as to other similar claims.
- B. An appeal (including a request for conference) to the Carrier's highest designated officer to hear such claims may be taken by either the employee or his designated representative anytime up to sixty (60) days after the date of the claim's denial. A failure of the employee or his designated representative to make such an appeal shall close the matter, but this shall not be considered as a precedent or waiver of the contentions of the employee or his designated representative as to other similar claims or grievances.
- C. The parties shall confer regarding the appeal within thirty (30) days following the highest designated officer's receipt of the appeal and such officer shall respond, in writing, to the appeal within sixty (60) days following the date of the appeal conference. If the highest designated officer fails to respond to the appeal within the time provided, the claim 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.
- D. Any appeal denied by the Carrier's highest designated officer may be listed for resolution by the Special Board of Adjustment established in Article II, below. Any such appeal shall be taken within three (3) months of the date of the Carrier's denial of the appeal. A party's failure to list any appeal within the time limits specified in this section shall close that specific claim; however, failure to proceed to arbitration shall not be considered as a precedent or waiver of the contentions of the party as to other similar claims.

## II Arbitration Committee

- A. There shall be established a Special Board of Adjustment, in accordance with Section 3, Second of the Railway Labor Act, which shall be known as Special Board of Adjustment No. 1087, hereinafter referred to as the Board. This Board shall have jurisdiction to hear disputes arising under the Agreement of February 7, 1965 in Mediation Case No. 7218, as amended, and the WJPA. The Board shall not have the authority to add contractual terms or to change existing agreements governing rates of pay, rules, and working conditions.
- B. The Board shall consist of five members. Two members shall be selected by the Covered Carriers and shall be known as the "Carrier Members". Two members shall be selected by the BMWWE and shall be known as the "Union Members". The third member, who shall be Chairman of the Board, shall be a neutral person, unbiased as between the parties. The Carrier Members and the Union Members may be changed at any time by the respective parties designating them upon notice to the other party.
- C. The Carrier and Union Members shall confer within five days after the date of this Agreement for the purpose of selecting the Neutral Member of the Board. If the party members agree upon the Neutral Member and the person so agreed upon accepts appointment, then such person shall serve as Chairman of the Board. If, within five (5) days after such first conference, the party members fail to agree upon the Neutral Member, either party may request the National Mediation Board (ANMB@) to provide a list of seven (7) potential arbitrators from which the parties shall choose the Neutral Member by alternately striking names from the list, which first strike to be allocated to a party by a coin toss. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel nor shall they do anything to delay the striking process.
- D. The Neutral Member initially chosen shall sit for a term of one year and that member's term may be renewed in one year increments by agreement of the parties. Should the parties desire to change the Neutral Member, the procedures set forth in Section C, above shall be followed and the newly chosen Neutral Member shall sit for a term of one year and his or her term may be renewed in one year increments by agreement of the parties.
- E. The compensation and expenses for the Carrier Members shall be borne by the Carriers. The compensation and expenses of the Union members shall be borne by the BMWWE. The compensation and expenses of the Neutral Member and all other expenses shall be borne half by the Carriers and half by the BMWWE.

## III Arbitration Procedures

- A. The employee or his designated representative may list a dispute for resolution before the Board by filing with the Carrier Members and the Chairman a notice of intent to submit an ex parte submission on the matter. The notice of intent must be filed within the time limits set forth in Article I D, above. The parties must exchange their submissions within sixty (60) days following the filing of the notice of intent.
- B. The Board, upon its own motion, may accept and consider evidence relevant to the dispute not part of the handling of the dispute on the Carrier's property.
- C. The Board shall conduct hearing whenever five (5) disputes have been listed or whenever six (6) months has elapsed since the last hearing and at least one dispute between the parties has been listed, whichever occurs first. Oral hearings are required on every dispute unless waived by the moving party. Parties to a hearing may be represented by counsel.

- D. The Board shall issue a written award in the case submitted to it within thirty (30) days following the close of the hearing. Any three members of the Board shall be competent to render an award. Copies of the award shall be furnished to the parties of the dispute.
- E. The Board shall have jurisdiction to render an interpretation of any award issued by it, provided that, any request for an interpretation must be filed, in writing, with the Board within ninety (90) days following the date of the award.
- F. Awards by the Board shall be final and binding, subject to judicial enforcement or review under the provisions of Section 3 First (p) and (q), of the Railway Labor Act.

Signed this 25th day of October, 1996.

SIGNATURES NOT REPRODUCED

**SIDE LETTER Re: Signing Bonus**

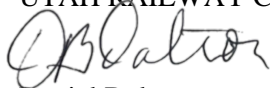
May 25, 2023

Brian Rumler  
General Chairman  
BMWED United System Division

Dear Mr. Rumler:


This letter is to confirm the parties' agreement that within sixty days of Agreement execution, a signing bonus of \$6,500.00 will be paid to each active employee of Utah Railway.

Sincerely,  
UTAH RAILWAY COMPANY



Daniel Dalton  
Vice President, Central Division  
American Region Railroads

Agreed:



Brian Rumler  
General Chairman