

AGREEMENT

THIS AGREEMENT is made this XX day of XXXX, 2025 by and between the Union Pacific Railroad Company (hereinafter referred to as the Carrier) and its employees represented by the Brotherhood of Maintenance of Way Employees Division International Brotherhood of Teamsters (hereinafter referred to as the Organization).

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 - First General Wage Increase

Article I puts into effect the five-year wage package BMWED accomplished during this round of national negotiations. On July 1st of each year (2025-2029), the following increases take effect: 2025= 4%, 2026= 3.75%, 2027=3.5%, 2028=3.25%, 2029=3%.

On July 1, 2025, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2025, for employees covered by this Agreement shall be increased in the amount of four (4) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

- (a) Hourly Rates -
Add 4 percent to the existing hourly rates of pay.
- (b) Daily Rates -
Add 4 percent to the existing daily rates of pay.
- (c) Weekly Rates -
Add 4 percent to the existing weekly rates of pay.
- (d) Monthly Rates -
Add 4 percent to the existing monthly rates of pay.
- (e) Disposition of Fractions -
Rates of pay resulting from application of paragraphs (a) to (d) inclusive, above, which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.
- (f) Application of Wage Increases -

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly, or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

Section 2 - Second General Wage Increase

Effective July 1, 2026, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2026, for employees covered by this Agreement shall be increased in the amount of three-and-three-quarters (3.75)

percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3 - Third General Wage Increase

Effective July 1, 2027, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2027, for employees covered by this Agreement shall be increased in the amount of three-and-one-half (3.5) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

Section 4 - Fourth General Wage Increase

Effective July 1, 2028, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2028, for employees covered by this Agreement shall be increased in the amount of three-and-one-quarter (3.25) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

Section 5 - Fifth General Wage Increase

Effective July 1, 2029, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2029, for employees covered by this Agreement shall be increased in the amount of three (3) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

Effective January 1, 2025, new hires receive vacation days by hire month. Members in their second year who did not qualify initially earn five paid days. Under the National Vacation Agreement BMWED members will earn 15 days after six years, 20 days after fifteen years and 25 days after twenty three years.

ARTICLE II – VACATION

Section 1 - Vacation for New Hires (“Year 0”)

Effective January 1, 2025, new hire employees working full-time will have paid vacation days prorated based on their date of hire month (in Year 0), to be taken as single day vacation subject to all applicable rules, as follows:

January/February	5 days
March/April	4 days
May/June	3 days
July/August	2 days
September/October	1 day

Employees working alternative work schedules will earn this entitlement in accordance with local agreement terms.

Section 2 - Vacation “Year 1” for Non-Qualifying Employees

Effective January 1, 2025, employees working full-time in their second calendar year of employment (Year 1) who did not qualify for vacation in the prior year (Year 0) under the National Vacation Agreement but who worked a full-time schedule will have five (5) paid vacation days subject to all applicable rules.

Section 3 - Vacation Accrual Acceleration

Effective January 1, 2025, the provisions of the National Vacation Agreement will be amended to reflect the following accrual schedules for employees with six or more years of continuous service:

- (a) Effective with the calendar year 2025, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has six (6) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of six (6) of such years, not necessarily consecutive.
- (b) Effective with the calendar year 2025, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of fifteen (15) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 2025, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-three (23) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of twenty-three (23) of such years, not necessarily consecutive.

ARTICLE III – HEALTH AND WELFARE

Part A – Plan Changes

Section 1 – Continuation of Plan

Article III caps employee contributions at 15 percent through 2030, raises dental and orthodontia maximums to \$2,500, boosts vision frame allowances to \$250 every two years, adds a cheaper HSA-eligible plan for individual coverage, covers vasectomies and extends dependent benefits by six months after an employee’s death.

The Railroad Employees National Health and Welfare Plan (“the Plan”), The Railroad Employees National Dental Plan (“the Dental Plan”), The Railroad Employees National Vision Plan (“the Vision Plan”), modified as provided in this Article with respect to employees represented by the Organization and their eligible dependents, shall be continued subject to the provisions of the Railway Labor Act.

Section 2 – Plan Design Changes

The Plan’s Managed Care Program (“MMCP”) and the Comprehensive Health Care Benefit (CHCB) shall both be revised as follows:

- a) Plan coverage for surviving dependents will be extended through the end of the sixth (6th) month following the month in which the employee dies.
- b) Plan benefits will include male sterilization procedures (i.e., vasectomy), not including reversals.

The plan design changes contained in this Section 2 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Section 3 – Plan Design Changes to Contain Costs

- a) The Plan’s Prescription Drug Card Program and Mail Order Prescription Drug Program shall be revised to include the PBM’s full utilization management rules package for specialty drugs and four additional non-specialty therapeutic classifications (anti-infective agents, central nervous system, gastroenterology and ophthalmology).

- b) The Plan shall implement improper billing detection and mitigation programs where available with the Plan’s medical vendors.
- c) The Plan shall implement out-of-network referenced-based pricing programs where available with the Plan’s medical vendors.
- d) The monthly payment for employees who elect to opt-out of coverage under the Plan will be increased from \$100 to \$200.

The plan design changes contained in this Section 3 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Section 4 - Plan Design Changes – The Dental Plan

The individual annual maximum dental benefit under the Railroad Employees National Dental Plan will be increased from \$1,500 to \$2,500, and the individual lifetime maximum orthodontia benefit will be increased from \$1,000 to \$2,500.

The plan design changes in this Section 4 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Section 5 - Plan Design Changes – The Vision Plan

The vision frame allowance under the Railroad Employees National Vision Plan will be increased from \$115 every two years to \$250 every two years.

The plan design changes in this Section 5 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Section 6 – Plan Design –Employee-Only, Reduced-Rate Option

The Plan will offer a medical coverage option with a reduced, employee-only rate as follows:

- a) There will be a single funding pool to include existing plan options and the new reduced-rate option.
- b) The employee-only reduced-rate option employee monthly contribution will be ten percent (10%) of the Carrier’s Monthly Payment Rate (as defined below), and will be subject to the provisions of the Side Letter covering contribution rates during the post-2030 amendable period (attached).
- c) The employee-only reduced-rate option will be HSA eligible.
- d) The reduced-rate option will have the following plan design features:

b)	In Network	Out of Network
Deductible	\$2,500	\$5,000
Out of pocket maximum	\$5,000	\$10,000
Coinsurance – office visits and in/outpatient care	90% after deductible	70%
RX – generic coinsurance (retail and mail order)	10% after deductible	75% of R&C
RX – formulary (retail and mail order)	20% after deductible	75% of R&C
RX – non-formulary (retail and mail order)	30% after deductible	75% of R&C

Employee contributions	10% of payment rate (2025 = \$185.03/month)
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The plan design changes contained in this Section 6 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Part B – Employee Sharing of Plan Costs

Section 1 - Monthly Employee Cost-Sharing Contributions (Not Applicable to Employee Only, Reduced-Rate option)

- a) Effective January 1, 2025, each employee covered by this Agreement shall contribute to the Plan, for each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for the employee and/or the employee's dependents, a monthly contribution equal to 15% of the Carriers' Monthly Payment Rate. Effective on each subsequent January 1, the monthly employee cost-sharing contribution shall be adjusted to reflect 15% of the Carrier's Monthly Payment Rate for the relevant year.
- b) For purposes of subsection (A) above, the "Carrier's Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carrier's monthly payments to:
 - 1) the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
 - 2) the Dental Plan for employee and dependent dental benefits, and
 - 3) the Vision Plan for employee and dependent vision benefits

Part C – Other

If existing national health care legislation is repealed, the parties will meet and confer on a voluntary basis to discuss the benefits that were previously mandated.

ARTICLE IV – GENERAL PROVISIONS

Effect of this Agreement

- (a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the Organization by the Carrier on or subsequent to November 11, 2024 (including any notices outstanding as of that date), and the notices served by the Organization signatory hereto upon the Carrier on or subsequent to November 4, 2024 (including any notices outstanding as of that date).
- (b) This Agreement shall be construed as a separate agreement by and on behalf of Carrier and its employees represented by the Organization signatory hereto, and shall remain in effect through December 31, 2029 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- (c) No party to this Agreement shall serve or progress, prior to November 1, 2029 (not to become effective before January 1, 2030), any notice or proposal.
- (d) This Article will not bar management and the Organization on individual railroads from agreeing upon any subject of mutual interest.

Signed at Omaha, Nebraska, in July of 2025.

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

**FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY
EMPLOYEES DIVISION:**

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
BMWED, President

Mike Matya
General Director – UPRR Labor Relations

Chris Bogenreif
Director – UPRR Labor Relations

Articles 1 through 3 incorporate the wage increases, vacation schedules and health and welfare provisions that BMWED successfully negotiated as the national pattern, ensuring our agreement faithfully follows the industry-wide standards established at the bargaining table.

INITIALS: Carrier: MBP

Organization: J.D.C.

July xx, 2025

Side Letter #1

Mr. Tony Cardwell
President
BMWED-IBT

Mr. Cardwell:

This confirms our understanding and agreement regarding the employee contribution to the Railroad Employees National Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to 15% (fifteen percent) of the Carrier's then current Monthly Payment Rate. In the event new collective agreements are not negotiated and ratified prior to January 1, 2031, the monthly cost-sharing contribution will not be increased beyond the rate last established under the terms of the June 4, 2025 agreements.

Upon ratification of the successor agreement(s), the full 15% employee contribution rate will be reinstated unless otherwise agreed. If the negotiations for such successor agreement(s) result in retroactive wage increases applicable for the period that the parties are in negotiations and the employees' monthly contribution to the Health and Welfare Plan would have otherwise exceeded the rate established under the predecessor agreements, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the Railway Labor Act (up through and including a Presidential Emergency Board or interest arbitration) as a reason or justification for any future increase in compensation or limit or reduction in employee health care contributions.

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

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President, BMWED-IBT

Side Letter 1 mirrors the national pattern BMWED secured, aligning its terms directly with the industry-wide standards agreed at the bargaining table.

INITIALS: Carrier: MBP

Organization: J.D.C.

July xx, 2025

Side Letter #2

Mr. Tony Cardwell
President
BMWED-IBT

Mr. Cardwell:

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

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

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

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President, BMWED-IBT

Side Letter 2 only applies to 2025

INITIALS: Carrier: MBP
July xx, 2025

Organization: J.D.C.
Side Letter #3

Mr. Tony Cardwell
President
BMWED – IBT

Mr. Cardwell:

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

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

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

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President, BMWED-IBT

Direct deposit aligns with 21st century accounting practices by streamlining payments, improving accuracy and enhancing security.

INITIALS: Carrier: MBP

Organization: J.D.C.

July xx, 2025

Side Letter #4

Mr. Tony Cardwell
President
BMWED – IBT

Mr. Cardwell:

This confirms our understanding with respect to the Bereavement provisions found in the July 1, 2001 (UP) Agreement, the November 1, 2001 (C&NW) Agreement, the December 31, 2003 (SPWL) Agreement, and the January 1, 2011 (MP) Agreement.

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

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President, BMWED-IBT

BMWED fought to expand bereavement leave in the 2025 national bargaining round, and this expansion is fully consistent with the terms secured at the national table.

INITIALS: Carrier: MBP

Organization: J.D.C.

July xx, 2025

Side Letter #5

Mr. Tony Cardwell
President
BMWED – IBT

Mr. Cardwell:

This confirms our understanding with respect to the Discipline and Investigation provisions found in the July 1, 2001 (UP) Agreement, the November 1, 2001 (C&NW) Agreement, the December 31, 2003 (SPWL) Agreement, and the January 1, 2011 (MP) Agreement.

1. Virtual Hearings

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

- H. All due process rights of charged employee(s) will be preserved in all respects with the parties agreeing to utilize virtual investigative hearings.
- I. Existing terms and conditions applicable to investigative hearings not specifically modified by this Agreement remain in full force and effect.
- J. The parties recognize the ever-changing nature, state, and impact of technology. Thus, it is not the intent of this Agreement that a single technology, process or application would be forever used and never thereafter changed. Accordingly, the parties mutually agree to meet and discuss where/when more appropriate and applicable technologies become available to conduct virtual investigative hearings and that no such new technology will be implemented without mutual consent.

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President, BMWED-IBT

Advances in technology now allow virtual hearings, but hearings will be held in person by default unless the Carrier and BMWED mutually agree to conduct them virtually.

INITIALS: Carrier: MBP

Organization: JDC

July xx, 2025

Side Letter #6

Mr. Tony Cardwell
President
BMWED – IBT

Mr. Cardwell:

This letter will confirm our discussions regarding the substitution of unused sick time when an employee lays off for Family Medical Leave (FMLA). The Carrier will substitute an employee’s unused paid sick time provided for in the March 20, 2023, Paid Time Off for Illness and Wellness Agreement when an employee lays off for FMLA leave, as defined in 25 CFR § 825.207, as amended, and to the fullest extent permitted by law. The term “substitute”, as defined in 25 CFR § 825.207, means that the paid leave provided by the employer, and accrued pursuant to established policies of the employer, will run concurrently with the employee’s unpaid FMLA leave.

Please indicate your concurrence by signing in the space below.

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President, BMWED-IBT

When an employee uses FMLA leave, the Carrier may require their unused sick days to run concurrently with that FMLA leave.

INITIALS: Carrier: MBP

Organization: J.P.C.

July 17, 2025,

Side Letter #7

Mr. Tony Cardwell
President
BMWED – IBT

Mr. Cardwell:

This confirms our understanding with respect to the general wage increase provided for in Article I, Section 1 of the Agreement of this date. The Carrier agrees to pay the general wage increase retroactively from the date of July 1, 2025, as the parties are entering into the Tentative Agreement in the month of July 2025.

The carrier will make all reasonable efforts to pay the retroactive portion of such general wage increases as soon as possible and no later than sixty (60) days after the date of this Agreement. If the carrier finds it impossible to make such payments by that date, the carrier will notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President, BMWED_IBT

All hours worked from July 1, 2025, will be compensated retroactively from the date this agreement is signed.

INITIALS: Carrier: MBP

Organization: J.D.C.

July 17, 2025

Side Letter #8

Mr. Tony Cardwell
President,
BMWED – IBT

Mr. Cardwell:

This will serve to confirm our discussions regarding the three (3) year bid and hold provision under the Missouri Pacific Agreement. Effective on the date the agreement is ratified, an employee who bids from one department to another (I.E. from track to bridge or vice versa) will be restricted to exercising seniority within that sub-department for a period of eighteen (18) months instead of three (3) years. All other provisions of the seniority bid and hold agreements remain unchanged.

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President BMWED-IBT

The provision for the three-year holding period will be cut in half, reducing the duration from 3 years to 18 months.

INITIALS: Carrier: MBP

Organization: J.D.C.

July 17, 2025

Side Letter #9

Mr. Tony Cardwell
President,
BMWED – IBT

Mr. Cardwell:

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

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

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

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

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

Respectfully,

Agreed:

Maqui Parkerson
Vice President, UPRR Labor Relations

Tony Cardwell
President BMWED-IBT

To qualify for holiday pay, employees must work a minimum of four (4) hours on both the day preceding and following the holiday. If vacation or personal days are taken in conjunction with the holiday, the qualifying workday discussed here is the day before and after either paid leave day is observed. Please note that paid sick days do not count as qualifying days.

In the restricted position agreement below the items highlighted in RED apply to the UPRR Consolidated Agreement and those highlighted in BLUE apply to the Missouri Pacific Agreement only. All other unmarked items apply to both properties.

AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
And the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

The parties agree to the following amendment to the collective bargaining agreements (CBA) between Union Pacific Railroad (Union Pacific (UP) Consolidated System dated July 1, 2001, and Missouri Pacific (MP) dated January 1, 2011, and the Brotherhood of Maintenance of Way Employees.

1. Effective November 1, 2025, the Carrier will establish the positions listed in Attachment A of this document as “restricted positions.”
2. Employees assigned to the restricted positions listed in Attachment A, and Assistant Foreman that are advertised in support of equipment listed in Attachment A for the MP Agreement, will receive a \$2.40 per hour rate differential, except as set forth in Sections 2 a and 2 b. Rate differentials described herein will be subject to subsequent general wage increases on an annual basis.
 - a. Continuous Action Tamper (CAT) Operators will receive \$2.65 per hour rate differential.
 - b. Foremen assigned to a restricted position under this agreement will receive \$2.90 per hour rate differential.
3. The language contained in this agreement that is applicable to MP restricted positions will replace rule 21 of the January 1, 2011, Missouri Pacific Agreement in its entirety.
4. It is recognized by the parties that there are gangs listed in Attachment A on the Missouri Pacific Property outside of those listed in Section 5 that may or may not require support positions. It is also recognized that if it is deemed those gangs do require support positions (Foreman or Assistant Foremen that the Carrier may advertise up to five (5) restricted support positions. Support positions will be limited to foremen and assistant foremen. The Carrier may bulletin foremen and assistant foremen positions in this Section 3 with the following qualifications and endorsements: the qualification that identifies the type of foremen position, 213.7 certification, 213.305 certification for those assignments working on high-speed rail, DOT medical card, and CDL License if necessary. The CDL license required will be commensurate with the type of vehicles and/or trailers operated and utilized by the gang to which the Foreman or Assistant Foreman position is assigned. Additionally, the Carrier may add tanker, hazmat, and maintenance of way air brake endorsements to these support positions only when the endorsement is a requirement of equipment and vehicles operated and utilized by the gang to which the Foreman or Assistant Foreman position is assigned.
5. On the MP, the Carrier will assign foreman positions listed below as restricted positions, in the following manner:
 - a. The Carrier will bulletin the positions Steel Gang Foreman and Assistant Foreman, Concrete Tie Foreman and Assistant, Tie Gang Foreman and Assistant Foreman, and Curve Gang Foreman and Assistant Foreman as

restricted positions with only the following qualifications: the qualification that identifies the type of foremen position, 213.7 certification, 213.305 certification for those assignments working on high-speed rail, DOT medical card, and must be on gangs with ten (10) or more assigned employees.

b. The Carrier will bulletin the positions of Switch Tie Foreman and Assistant Foreman, Tie Ballast Foreman and Assistant Foreman, and Construction Foreman and Assistant Foreman as restricted positions with only the following qualifications: the qualification that identifies the type of foremen position, 213.7 certification, 213.305 certification for those assignments working on high-speed rail, DOT medical card, and CDL License. The CDL license required will be commensurate with the type of vehicles and/or trailers operated and utilized by the gang to which the Foreman position is assigned. Additionally, the Carrier may add tanker, hazmat, and maintenance of way air brake endorsements to these foreman positions only when the endorsement is a requirement of equipment and vehicles operated and utilized by the gang to which the Foreman position is assigned.

6. On the UP Consolidated System, the Carrier will assign foreman positions listed below as restricted positions, in the following manner:

a. The Carrier will bulletin the positions Steel Gang Foreman, Concrete Tie Foreman, Tie Gang Foreman, and Curve Gang Foreman as restricted positions with only the following qualifications: the qualification that identifies the type of foremen position, 213.7 certification, 213.305 certification for those assignments working on high-speed rail, DOT medical card, and must be on gangs with ten (10) or more assigned employees.

b. The Carrier will bulletin the positions of Switch Tie Foreman, Tie Ballast Foreman, and Construction Foreman as restricted positions with only the following qualifications: the qualification that identifies the type of foremen position, 213.7 certification, 213.305 certification for those assignments working on high-speed rail, DOT medical card, and CDL License. The CDL license required will be commensurate with the type of vehicles and/or trailers operated and utilized by the gang to which the Foreman position is assigned. Additionally, the Carrier may add tanker, hazmat, and maintenance of way air brake endorsements to these foreman positions only when the endorsement is a requirement of equipment and vehicles operated and utilized by the gang to which the Foreman position is assigned.

7. After discussion with the Organization, the Carrier may add any additional qualifications to the foreman and assistant foreman positions listed in section 3, 4, and 5, if the FRA or other government entities mandate additional qualifications for said positions.

8. Employees assigned by bulletin to a restricted position, or who exercise seniority to these positions will remain on the position for a period of twelve (12) months from the date they physically assume the duties of the position except in cases of documented hardship, or to bid to another restricted position in a higher pay classification. Assignment to a restricted position will be awarded to the senior qualified bidder first, then to the senior employee if no qualified bidders are available. It is understood that the ride-on rail lifter positions under the UPRR Consolidated System Agreement and the Missouri Pacific Agreement are assigned based on one's Machine Operator Seniority Date.

9. An employee bidding away from a restricted position after the completion of the twelve (12) month period will be released within ten (10) calendar days of the date of assignment under the UP agreements and within twenty (20) calendar days of the date of assignment under the MP agreement. If the new incumbent to the restricted position is already qualified the release will coincide with the new incumbent's arrival but in no event will the employee be held longer than the time period defined above. An employee assigned to a restricted position may bid to other positions while in their twelve 12-month period if the effective date of such position is after the end of the employees' twelve (12) month period.
10. Release from a restricted position prior to the completion of the twelve (12) month period will be allowed for documented hardship reasons that involve the personal health of the employee, the personal health of an immediate family member, or other extenuating reasons. The employee's Director or their designee and the employee's General Chairman or their designee will have to agree to such a release. An employee granted a hardship release will be allowed to exercise seniority rights pursuant to the terms of the applicable collective bargaining agreement.
11. A senior qualified employee may exercise seniority to a restricted position. The parties agree that the intent of this agreement is to create additional stability in restricted positions while recognizing employees' individual seniority rights. The parties will review the displacement activity associated with the restricted positions on a regular basis. If either party feels that the agreement is resulting in excessive displacement activity, it may provide a written notice to the other party to review the bidding process. The parties will have 90 days from the date of the notice to agree on how to address the issue raised, provided that this agreement will remain in place until the parties reach a new agreement.
12. If an employee bids away from a restricted position or a restricted position is bulletined and no bids are received for the vacancy, the carrier may recall employees in accordance with the existing agreement provisions to the position to fill said vacancy. Any time after ninety 90 days from the date the recalled employee physically assumes the position, the employee may walk off the position and exercise seniority rights as provided in the applicable agreement. Employees recalled to a position under the UP Consolidated System Agreement must personally provide ten (10) working days' notice to their supervisor before vacating their assignment. Employees recalled to a restricted position under the MP Agreement must personally provide twenty (20) working days' written notice to their supervisor before vacating their assignment. If given orally, written confirmation of the same will be promptly furnished and, in any event, before the employees vacate their assignment. While it is recognized the employees must be released no later than the close of shift of the tenth (10th) workday (UP) or twentieth (20th) workday (MP) after notice has been given, the supervisor and the employee involved may agree to a date of release prior to. An employee that has exercised this walk off option may not be recalled to another restricted position for a period of 365 days from the date the employee is released from the position.
13. Employees who have a seniority date of 1-1-98 or earlier who are affected by the Home Road walk-off provisions of Appendix T Section 5 of the July 1, 2001, Agreement will not be subject to recall off their previously established home road/region designation.
14. Any position designated as a restricted position under this agreement will receive the higher of the allowance provided in Section 2 above or the allowance provided by a previous restricted position agreement.

15. Upon implementation of this agreement assignments to these restricted positions will be made in accordance with the above provisions. Assignments to all other positions will be made under their existing corresponding agreement provisions.
16. Employees who have not previously qualified on the position will be given thirty (30) working days or two hundred forty (240) hours on alternative work schedules to do so. Employees who fail to qualify within the qualification period will return to their former position and the position will be re-bulletined.
17. An employee assigned to a restricted position who is recalled to a higher class will not be required to respond to recall to retain seniority in the higher class.
18. Employees will not be required to exercise their seniority to a restricted position to retain their seniority or to protect any benefits derived from the February 7, 1965, Agreement unless such protection was established on a restricted position.
19. Any position not listed in this agreement that falls under an existing restricted agreement is not modified by this agreement. Those agreements include "Pisten Bully," "Rock Patrol," and "In-Trak Welders" (established to follow detector cars under the UP CBA).

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Restricted Position Agreement

FOR THE CARRIER

FOR THE ORGANIZATION

Maqui Parkerson
Vice President – UPRR Labor Relations

Tony Cardwell
President, BMWED-IBT

This Agreement establishes an increase in hourly differential pay, which will be subject to general wage increases. It specifies the positions eligible to support the role detailed in Attachment A along with all necessary qualifications. Furthermore, this Agreement permits a senior, qualified employee to displace/bump to a restricted position without having originated from another restricted position. Additionally, it also outlines recall provisions for a restricted position, stating that an employee only needs to remain in the recalled position for 90 days and cannot be recalled after release for 1 year.

Attachments:

(A) Restricted Position List

ATTACHMENT A – Restricted Positions:

UP/Consolidated Agreement - Group 9120 and 9126:

BUC Undercutter (once converted to an hourly rate including Foreman)
Brandt Power Unit (including Foreman)
Track Finishing Machine
Ballast Vacuum Excavator
System Yard Cleaner (New Yard Cleaner Equipment)
Tracker Tie Unloading Machine
Multi-Purpose Machine Scrap Pickup Loader (including Foreman)
Tie Plate Distribution Machine
Ride-on Rail Lift
TKO Inserter and Extractor
Continuous Action Tamper (CAT)
Section 3(B) Foremen:
Steel Gang Foreman
Concrete Tie Foreman
Tie Ballast Foreman
Tie Gang Foreman
Switch Tie Foreman
Curve Gang Foreman
Construction Foreman

MP Agreement:

BUC Undercutter
Continuous Action Tamper (CAT)
Ballast Regulators working with the CAT
Jackson 6700/Mark IV Tampers or equivalent on Zone and System Gangs¹
Mobile Electric Flash Butt Welder (Holland, Chemetron, Plasser, etc. including foremen)
Brandt Power Unit
Track Finishing Machine
Ballast Vacuum Excavator
Tie Laying Machine
Crawler Hoe Excavator
Tracker Tie Unloading Machine
Tie Plate Distribution Machine
Multi-Purpose Machine (Scrap Tie Loader)
System Yard Cleaner
Backhoes (system and zone)
Bridge Machine Operators (Little Giant Crane, Mini Excavator, Track Hoss)
TKO Inserter and Extractor
Ride on Rail Lift Plate Inserter
Work Equipment Mechanic (Advertised in support of the equipment listed above)

¹ Jackson 6700 and Mark IV division and district tampers (or equivalent) under the MP Agreement do not fall under this agreement and will continue to follow existing rules and provisions.