

**NATIONAL RAILROAD AGREEMENT
(RAIL TRANSPORTATION AND OPERATION AGREEMENT)**

Between

The National Railroad Construction and
Maintenance Association, Inc.

Laborers' International Union of North America
and
LIUNA Local Union 773

International Union of Operating Engineers, AFL-CIO
and
IUOE Local Union 150

Effective January 1, 2025 through December 31, 2027

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NATIONAL RAILROAD AGREEMENT

THIS AGREEMENT, jointly executed by and between Laborers' International Union of North America and affiliate Laborers Local 773, and the International Union of Operating Engineers, AFL-CIO and affiliate Operators Local 150, hereinafter referred to as the "Union"; AND The National Railroad Construction and Maintenance Association, Incorporated, and any other signatory employers or companies engaged in the work covered by this Agreement, hereinafter referred to as the "Employer".

NOW THEREFORE, the undersigned Unions and Employers, in consideration of the mutual promises and covenants herein contained, agree as follows.

Any reference to gender in this Agreement shall be construed to mean both male and female employees.

ARTICLE 1 Coverage

Section 1. This Agreement shall apply to all states as set forth in Article 26 and cover all railroad work; new track construction and bridge construction, (track and incidental portions only), maintenance, repair, rehabilitation, salvage, demolition, take-up, railroad operations, loading and unloading of materials after delivery to the jobsite, and all other types of work of a similar or related nature on mainlines, sidings, yards, industrial trackage, and service lines which are owned or controlled by railroad companies, transit authorities and public or private owners, including, but not limited to the following:

(A) **New Track Construction:**

On new track construction projects, the Employer agrees to abide by the wage rates, and fringe benefit rates and other terms and conditions of any applicable AFL-CIO customer agreement, site or project labor Agreement which has jurisdiction at the project site location where such new track construction is being performed.

On new track construction projects where an applicable AFL-CIO customer agreement, site or project labor Agreement has jurisdiction as detailed above, the Employer may be allowed to bring in key men, the number of which shall be determined at a pre-bid or pre-job conference. It is agreed that the Employer may bring in specialized equipment operators to, safely and efficiently, operate "on-track" equipment. Also, the managing of "off-track" equipment and the number of Operator equipment changes for the track construction portion shall be established at a Pre-Job Conference.

If a dispute arises as to the applicability of the RTOA to a specific new track construction project, the dispute will be referred to the Policy Committee.

- (B) Repair, replacement, and application of all protective coating of all track components of railway bridges, timber trestles, including lead-based paint abatement.
- (C) All track maintenance, track rehabilitation, track removal, rail welding, and other work of a similar and related nature, including the operation of completed railroad facilities, which may be performed for: railroad companies, transit commissions/authorities, and private or public parties.
- (D) All emergency track work.

- (E) Repair or replacement of components of fences, cattle guards, snow sheds, shelters, motor car set offs and other facilities located on railroad, transit, public or private properties, and right of way.
- (F) Patrolling, inspection, mowing, brush cutting, spraying, drainage work, and all other general caretaking work on railroad, transit commission/authority, public and/or privately owned facilities/property and their right of way.
- (G) Repair, replacement, and construction of all rail, track, and road crossings at grade, including communication lines, traction power systems, signs, and all work incidental thereto.
- (H) Should there be grading and/or excavating involving in excess of fifty thousand (50,000) cubic yards of material, the grading or excavating portion only, in its entirety, shall be done in accordance with the applicable construction agreement which prevails in the area.
- (I) It is understood and agreed that any employee covered by this agreement shall remain covered by this agreement when they receive wages from their Employer for work, including, but not limited to, shop, yard, or maintenance work. Shop, yard, or maintenance work shall include assembly, disassembly, repair, maintenance, fabricating, and/or welding on any/all equipment, yard work, clean up, material handling and inventory.

Section 2. This Agreement may be modified at any time with the mutual consent of all parties.

Section 3. This Agreement shall supersede all other agreements between the parties or between the Employer and the Union for any work covered herein and described above.

Section 4. If a contractor wishes to utilize the RTOA outside of the covered area, the contractor must submit a pre-job notification form, subject to the requirements of Appendix D, for LIUNA and IUOE to review. The Unions will approve or deny the request. If the Unions are unable to reach a decision, then the decision will be made by the Construction Departments of LIUNA and IUOE. If approved, the RTOA will be utilized for the requested job only. This agreement shall not be applied at sites where there is currently an approved National Maintenance Agreement applying to all work on site (commonly known as a yellow card site).

ARTICLE 2

Policy Committee

The National Railroad Construction and Maintenance Association, Incorporated and the two (2) International Unions with which the National Railroad Agreement has been negotiated shall establish a Policy Committee, for the purpose of hearing and considering matters of concern to the railroad construction and maintenance industry, such as application of the Agreement, jurisdictional disputes and any other matters affecting the welfare of the industry. The Policy Committee shall be comprised of one (1) representative of the International Union of Operating Engineers (appointed by the IUOE International President), one (1) representative from the Laborers' International Union of North America (appointed by the LIUNA International President), and two (2) representatives from the National Railroad Construction and Maintenance Association's Negotiating Committee (appointed by the NRC Negotiating Committee). If the Company of a member of the NRC Negotiating Committee is involved in a particular dispute, that member will be recused from all involvement in that dispute and the NRC would appoint a replacement representative.

Whenever a jurisdictional dispute arises between the parties over proper jurisdiction of work assigned by a Signatory Employer, no work stoppage shall occur. Representatives of the Policy Committee will consult with appropriate parties in an attempt to render a decision within forty-eight (48) hours of notification and the Signatories hereto agree to abide by any decision reached by the Policy Committee.

If the Policy Committee is unable to reach a decision, the Policy Committee will immediately send the dispute to arbitration. The details of the arbitration process will be agreed to by the Policy Committee.

The Policy Committee decisions are incorporated and made a part of this Agreement and should be referred to specifically as if set out herein. The Policy Committee decisions may be obtained by contacting the Union or The National Railroad Construction and Maintenance Association, Incorporated.

ARTICLE 3

Economic Adjustments and Market Recovery

For the purposes of further providing the Employers who are signatory to the RTOA with the flexibility that may be necessary for the purpose of bidding competitively for work that is covered by this Agreement, it is recognized that the wage rates and fringe benefit contributions, or other Articles as set forth in this Agreement may, in some instances, jeopardize the obtaining of work by Employers who are signatory to the Agreement. In this event, an Employer who encounters such a situation may present the matter to the Unions and request relief utilizing the Application for Competitive Adjustment, Appendix G.

ARTICLE 4

Union Security and Union Recognition

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classification of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947.

Section 2. All employees covered by this Agreement, as a condition of continued employment shall, commencing on the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, and for the duration of this Agreement, maintain membership in the Union. This provision shall not apply in any state where such a requirement for continued employment is prohibited by law; provided, however, that where an agency shop is lawful in a state, conformity therewith shall be a condition of employment on the thirtieth (30th) day following the beginning of such employment or the effective date of the Agreement, whichever is later.

The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect, and to the further effect that Union membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

ARTICLE 5

Check-Off

Section 1. The Employer agrees to honor, upon presentation by the Union, all assignments for initiation fees, membership dues, readmission fees, and service dues, which have been properly signed by an employee on a form furnished by the Union, to deduct the amount stated hereon from the wages earned by the employee and to pay the amount so deducted to the respective Local Union, provided, however, that this Section shall apply only to those assignments which are irrevocable for one (1) year or until this Agreement expires, whichever occurs sooner, and to those assignments which, in addition, provide that they shall automatically renew themselves for successive yearly or applicable contract period thereafter, whichever is less, and which further provide that the employee may revoke said assignments by giving written notice thereof to the Employer and the Union at least ten (10) days, and not more than twenty (20) days, before any periodic renewal date {See Appendix B).

Section 2. EPEC and LPL.

The Employer agrees to check-off the amount as designated by the Union, from the gross wages of employees covered by this Agreement, provided that the employee signs a voluntary authorization for such political deductions. Such forms shall be in accord with applicable laws. Such moneys deducted will be remitted on a monthly basis by separate check payable to EPEC (for Operators) (1125 – 17th Street, N.W., Washington, D.C. 20036-4709) or LPL (for Laborers), along with the other fringe benefit payments to each respective office, as designated by the Union.

Section 3. The Union agrees to indemnify and save the Employer harmless against any claim, suit, judgment or liability of any sort whatsoever arising out of the Employer's compliance with the provisions of this Union Security and Union Recognition Article.

ARTICLE 6

Fringe Benefit Fund Contributions.

- (A) All fringe benefit contributions as set out in Article 26 shall be submitted to the appropriate Fund office on behalf of the employees.
- (B) In the event the Employer assigns a member of the bargaining unit to perform work outside the geographical jurisdiction of such agreement, this member shall continue to receive health and welfare, pension, training, RAILCET and apprenticeship funds paid in accordance with the Agreement, unless the Employer is required to submit the benefits to another local union.
- (C) Enforcement.
 - (1) All contributions due and owing to any of the fringe benefit funds mentioned in this Article are deemed and are considered to be trust funds.
 - (2) In the event any individual Employer is delinquent in his payment for any Health and Welfare, Pension or other fringe benefit contribution as set out in Article 26 of this Agreement for more than thirty (30) days, it is agreed that the principal officer of that particular Employer, the National Railroad Construction and Maintenance Association, Laborers' International Union of North America and International Union of Operating Engineers shall be notified as to such delinquency. If after ten (10) days from such notice all delinquencies have not been paid up in full, it is agreed that the Union may take any appropriate action it deems necessary in order to collect such delinquent contributions and will

not be considered in violation of the No Strike Article 19 of this Agreement should a work stoppage occur.

ARTICLE 7

Job Notification and Pre-Job Conferences

Section 1. The Employer shall notify the Laborers’ International Union of North America’s Construction Department and Operating Engineers Local 150 of all track projects (excluding maintenance) obtained by the Employer over \$500,000 or 50,000 cubic yards of excavating and grading within five (5) working days of obtaining the project in areas covered by this Agreement where the work is being performed. If an RTOA contractor will be sub-contracting work under the sub-contracting clause of a construction agreement to a Union contractor, such RTOA contractor shall be obligated to comply with the construction agreement pre job requirement.

LiUNA	IUOE Local 150
Construction Department 905 16 th St Washington DC 20006 Office: 202-737-8320 Email: constmail@liuna.org	Michael Simms 2193 W 84 Pl Merrillville, IN 46410 Office: 219-736-7710 Mobile: 219-405-5532 Email: msimms@local150.org

The notice shall be sent via facsimile and/or email to each Union describing the location, size and extent of work to be done and the proposed starting date (see Appendix “D”). Within five (5) days after receiving the notice, the Unions shall acknowledge receipt, and either sign approving the project, or arrange a Pre-Job Conference. The Union shall contact the Contractor to set the date and time of the meeting. If one of the Unions does not respond within five (5) working days, such project will be deemed by the non-responding Union as a waiver of the pre-job requirement.

Section 2. If a Pre-Job Conference is required, the Employer and a representative of the Unions shall communicate in writing, by e-mail, or fax prior to the commencement of work so that the start and continuation of work may progress without interruption, excluding emergency work, and the Union's representative at such conference shall be authorized by the Union, to represent the Union, for the entire area covered by the job or jobs.

If the Employer fails to honor the written request for a Pre-Job Conference within five (5) working days from the start of a project or does not abide by a previously agreed and signed Pre-Job Conference; the Union(s) has/have the right to require that all work performed shall be at the applicable non-RTOA Construction Rate for the area until the Employer honors the written request or abides by the previously signed Pre-Job Conference. However, in the event a Pre-Job Conference is not mutually agreed to and signed by both parties upon request, the Union and/or Employer shall have the right to proceed to Step 3 of Article 20.

Section 3. The Unions and The National Railroad Construction and Maintenance Association, Incorporated agree to send a copy of this Agreement to all of their affiliates so that the work covered by this Agreement may be performed in an effective and peaceful manner and the Unions agree that the terms of this Agreement shall be recognized by its affiliated Local Unions.

ARTICLE 8

Steward and Union Representation

Section 1. The Unions may select a member who shall be recognized as Steward and shall so notify the Employer in writing. The Steward shall perform his duties the same as any other worker and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during the working hours to perform the work of the Union but shall not abuse this privilege. The Steward shall be retained on any project as long as, or when any employee covered by this Agreement is employed on any project as long as qualified to perform the work. A Steward may not be discharged without eight (8) hours' previous notice to the Union.

Section 2. The duly authorized representatives of the Union shall be allowed access to any of the Employer's yards or job sites. Access shall be granted after such representatives have signed in at a location designated by the Employer on the particular site. The Union agrees that its representative will comply with all jobsite entry requirements as may be imposed by the Customer. The Employer agrees to use its best efforts to assist the Union representative in gaining access to a Customer jobsite. The Union agrees that the Employer is not liable to the Union under this Section if the Union representative cannot meet the Customers' guidelines.

ARTICLE 9

Working Rules and Safety

Section 1. The starting and quitting time and location for reporting of employees shall be agreed upon at the Pre-Job Conference. There shall be no loss of time to employees for traveling from one (1) point of work to another on the project during working hours, nor for traveling to another project job site.

Section 2. The pay day shall be once each week. Employees are to be paid at the end of their regular shift. When employees are laid off, they must be paid wages due them at the time of the layoff, or as otherwise agreed to at a Pre-Job Conference. If an employee is discharged, they will be paid for wages due the next normal payroll date.

Failure to comply with this provision shall entitle the employee to four (4) hours of compensation for each twenty-four (24) hour normal work day period they are required to wait.

Section 3. The Employer agrees to comply with the Safety Codes applicable to the industry or customer requirements, and the related State and/or Federal Acts.

Section 4. It is agreed that each employee covered by this Agreement shall fully comply with all safety directives issued by the Employer and shall properly utilize all safety equipment provided by his Employer. Failure to comply with these provisions shall be deemed sufficient cause for disciplinary action up to and including discharge, subject to the grievance procedure of this Agreement.

Section 5. The Employer agrees to furnish to each employee, a hard hat, safety glasses, rain gear, and such other required safety gear to meet the requirements of the duties to be performed. The Employer may require employees to sign and date a furnished form acknowledging receipt of such safety gear.

Section 6. The Employer shall have the right to make and revise from time to time, safety and working rules which are not covered under the above or any other of the terms of this Agreement or with existing laws, after notification to the Unions. The Unions agree to cooperate in the enforcement of safety and working rules.

Section 7. Drug and Alcohol Testing. The parties to this Agreement agree to abide by any State or Federal law mandating a drug free work place by recognizing and implementing a drug testing program which satisfies such State or Federal law. Further, it is agreed the parties shall abide by the customer's drug testing requirements. The parties agree to abide by a mutually agreed Employer Drug Testing Policy, which may include, pre-hire, reasonable cause, post-incident, and random testing.

It is understood that the Employer's Drug Testing Policy shall apply to all worksite employees of the Employer, in the same manner as shall be applicable to the employees covered by this Agreement. Any grievance or disputes arising under this Section will be resolved through the Grievance Procedure, Article 20 of this Agreement. See Appendix F for Substance Abuse Policy which is attached hereto and made a part of this Agreement.

ARTICLE 10

Hiring Procedure and Layoffs

Section 1. It is required that because of the specialized nature of the work that is covered by this Agreement, it is necessary that the Employer have experienced and qualified employees, and that both parties shall cooperate to the end that all of the employees hired hereunder shall be capable of performing such work in an experienced and safe manner.

It is agreed that the Employer may bring in up to five (5) laborers or fifty percent (50%) of laborers, whichever is greater, and that contractor will contact the respective Local Union in whose territory the job is located for additional workers, except in the case of emergency work. If the Local Union is able to furnish qualified employees, it is agreed that RTOA work rules, wage rates, fringes and working dues will apply to these employees. It is further agreed that the Employer may bring in all necessary specialized employees to safely and efficiently operate all "on-track" equipment. In the event the Local Union is unable to furnish qualified employees within twenty-four (24) hours from a request for employees, then the Employer may obtain employees from any source available. Once the original crew has been employed, in conformity with this Agreement, the Employer shall have the right to keep such crew on for the duration of the project.

Section 2. The selection of applicants for referral shall not be based on or in any way affected by Union memberships, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership policy or requirement.

Section 3. The Union and the Employer agree that there shall be no discrimination against any employee or applicant for reasons of race, religion, age, color, sex, or national origin.

Section 4. Foreman(s).

The need for, determination, and designation of foreman(s) is the responsibility of the Employer. Add \$1.00 an hour to the regular Operators' rate, as shown in Article 26.

Section 5. The Union agrees to keep a record of qualified employees.

Section 6. The Employer shall be the judge as to the competency of any applicant or employee and shall have the right to lay-off, discipline or discharge for just cause.

ARTICLE 11

Discipline

Section 1. Definition.

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (1) documented verbal warning
- (2) written warning
- (3) three (3) day suspension without pay
- (4) discharge

Section 2. Just Cause.

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts and arrange a meeting with the employee and the Steward.

Section 3. Limitation.

The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee is some way detrimental to Employer. Such disciplinary actions shall include, but are not limited to:

- (1) Possession of a controlled substance or alcohol;
- (2) Intentional destruction or theft of property;
- (3) Fighting on the job;
- (4) Appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform all of the duties required;
- (5) Gross insubordination to job supervision.

Section 4. Use of Prior Warnings.

Any written warnings or suspensions shall not be considered in imposing a disciplinary penalty for a current offense when more than one (1) year have elapsed from the written warning or suspension; provided however, that an arbitrator or judge reviewing the merits of a discharge case shall review the employee's entire personnel file.

Section 5. Written Notice.

The employee shall be notified of disciplinary action; notification shall be in writing and reflect the specific nature of the offense. Employees shall receive notice within five (5) days after meeting with the Employer. Upon request from the Union, copies of disciplinary action will be made available by the Employer to the Union.

ARTICLE 12

Work Assignments and Composite Crew

Section 1. The number of men to be employed and the assignment of track equipment operation is at the discretion of the Employer, and the fact that certain classifications and rates are established does not mean that the Employer must employ workmen for any one (1) or all such classifications or to man any particular piece of equipment that happens to be on the work unless the Employer has need for such equipment.

Section 2. The Employer shall be the judge of the number of pieces of equipment that a workman may operate in any one (1) day or shift.

Section 3. The Employer shall not be hindered or prevented in using any type or quantity of machinery, tools or equipment.

Section 4. There shall be no limit on production of workmen or restriction on full use of proper tools or equipment and there shall not be any task or piece work.

Section 5. In order to ensure the prevention of jurisdictional disagreement, there will be established a composite crew whose function is to perform necessary work.

Section 6. The manning of a composite crew shall be broken down as follows:

3 - 6 man crew	1 Operating Engineer
7 - 12 man crew	2 Operating Engineers

For each additional six (6) employees, one (1) employee will be an Operating Engineer.

Section 7. It is understood, however, that in establishing a composite crew, said crew may consist of the required crafts in such proportions as are respective to the type of work to be performed, as may be agreed to by the parties at a Pre-Job Conference.

ARTICLE 13

Hours of Work, Overtime and Shifts

Section 1 The standard work week shall be forty (40) hours per week, with a week being defined as any consistent seven day period; typically Saturday through Friday, Sunday through Saturday, or Monday through Sunday.

Section 2 Overtime – All hours worked in excess of forty (40) per week or ten (10) hours in a day and work performed on Sundays shall be paid at the rate of time and one-half the regular hourly rate.

The exception to Sunday overtime is when a contractor is performing a change out of 5,000 or more ties, one (1) mile or more of rail change out, one (1) mile or more of rail cut and slide, or track production surfacing of five (5) miles or more. On these projects, the Employer may work 8 days on (i.e. Thursday – Sunday and Monday – Thursday) and 6 days off (i.e. Friday – Sunday and Monday – Wednesday) without mandatory overtime payments on Sunday.

Section 3 The work day shall commence no earlier than 6:00 a.m. and end no later than 7:00 p.m. Project starting time shall be established in the Pre-Job Conference and cannot be changed unless mutually agreed by both parties. Other shifts may be established on a pre-bid basis or at a pre-job conference by mutual consent of the parties.

Section 4 Shifts: When projects require shift(s) to be scheduled beyond the normal work hours of 6:00 a.m. to 7:00 p.m. as set forth in Section 1 of this Article, the shift or shifts that follow the normal work hours shift (day shift) shall be paid fifty cents (\$0.50) per hour above their normal rate of pay. This provision shall not apply on prevailing wage jobs. When conditions require, the Employer and the Union may revise these work shift provisions to meet the requirement of a particular project.

ARTICLE 14

Holidays

Recognized Holidays shall be as follows: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. Monday holidays shall be honored in keeping with Federal law. There shall be no paid holidays. If employees are required to work on a holiday as observed, they shall receive two times the regular rate of pay.

Holidays in lieu of those shown above may be established by agreement at the pre-job conference for any particular project.

ARTICLE 15

Reporting Time Pay

Any employee who reports for work and for whom no work is provided shall receive two (2) hours pay provided the employee remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than four (4) hours provided the employee remains available for work. Any employee who is required to obtain his own transportation and commuting more than 100 miles, shall receive a minimum per diem of seventy-five dollars (\$75) when traveling on a non-workday. Employees required to stay overnight for work related purposes shall receive a daily meal allowance of up to thirty-five dollars (\$35) to cover meal expenses for the day. Employers currently compensating employees at a greater level of compensation shall continue their current practice. The per diem provided above is understood to be applicable when such project is being performed under the wages of this Agreement, and not prevailing wage projects.

ARTICLE 16

Classification and Wage Rates

Section 1. It is agreed that the rates set forth in Article 26 in the applicable Zones by States or Counties, shall be recognized as the minimum rate to be paid on the work covered under this Agreement.

In any state or county not specifically listed in Article 26, the employee shall be paid not less than Zone 3 wages and benefits; however, in no case shall the employee make less than the Zone in which his home base zone is located.

Any employee assigned to a work zone which is different in rate than his home base zone, shall receive his home base zone rate or the zone rate where the work is performed, whichever is higher. Such rate shall apply only to regular employees. Any employee hired for a specific project shall receive wages and benefits in the zone which the work is performed.

Section 2. Employees shall be notified of the wage rate to apply on a job prior to his departure from his home base zone. There shall not be any reprisals against any employee for refusing to accept work out of his home base zone.

Section 3. After the Employer's operation has commenced on a particular job, no subsequent change in wages will become effective insofar as the Employer is concerned for one (1) year from date of notice to proceed.

Section 4. Employees shall not suffer a reduction in wages or any benefits due to the signing of this Agreement.

ARTICLE 17 Take-Up Work

Section 1. When track is located on railroad property, transit property, abandoned mine property and/or railroad or transit right-of-way or industry property, and such track is abandoned, then the removal of such track may be done under the "take-up" rates contained in this Agreement. Any disagreement between the Union and Employer over take-up work shall be adjusted in accordance with Article 2.

Section 2. The rates for take-up work shall be eighty percent (80%) of the rate in the applicable Zone where the work is being performed.

ARTICLE 18 Sub-Contracting

Section 1. The Employer agrees that it will not contract or subcontract any work covered by the scope of this Agreement, except to a person, firm or corporation party to the applicable current labor agreement with the Unions.

Section 2. It is understood that there may be instances when suitable, competitive Union subcontractors may not be available for certain subcontracts. In such instances, the Employer will notify the Unions in a timely manner. The Unions will endeavor to locate suitable, competitive Union subcontractors to bid the work. If the Employer and the Unions are unable to locate such suitable, competitive subcontractors, it is understood and agreed that the Employer will be relieved of Section 1, above, for subcontracts which is defined as one million dollars or less.

ARTICLE 19

Work Stoppages

There shall be, during the term of this Agreement, and as to any work covered hereby, no slow down, no stoppage of work, no strike and no lockout over the interpretation or application of this Agreement, it being the good faith and intention of the parties hereto that by execution of this Agreement, industrial harmony shall be brought about and maintained; that the parties shall cooperate to the end that work may be done efficiently and without interruption.

If a problem relating to non-payment of RTOA wages and fringes arises, the Union shall immediately notify the Policy Committee. As specified in Article 2, the Policy Committee shall render a decision within forty-eight (48) hours of notification. The Employer shall have five (5) days to implement the decisions of the Policy Committee. If the decisions of the Policy Committee have not been implemented within five (5) days, the Union has the right to strike a delinquent employer.

ARTICLE 20

Grievance Procedure

Section 1: Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes) shall be resolved in accordance with the procedures set forth herein. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer within ten (10) calendar days after the alleged violation was committed.

Step 1: The dispute shall be referred to the business representative of the union involved or his/her designated representative and the Project superintendent and/or the Employer's representative at the construction project.

Step 2: In the event the dispute is not resolved as in Step 1 above, it shall be reduced to writing and referred to the International Representative(s) of the Union(s) involved and the Employer's representative within ten (10) calendar days.

Step 3: In the event the dispute is not resolved in Step 2 above, parties shall have the right to request arbitration by serving notice in writing within forty-five (45) working days after the occurrence of the grievance. Upon receipt of written notice of request for arbitration, a joint request will be made within an additional ten (10) working days, to the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators.

Section 2: Arbitration: It is understood and agreed that the impartial arbitration may be selected without applying all the provision of this Article upon mutual consent of the parties.

The sole function of the impartial arbitrator shall be to interpret the meaning of the Articles of this Agreement and the arbitrator shall have no power to add to, subtract from, or to modify in any way, the terms of this Agreement. The arbitrator shall have no authority to consider more than one (1) grievance, unless the parties mutually agree to the contrary. The arbitrator's decision shall be in writing and shall be final and binding on all parties concerned.

The Employer and the Union agree that the expenses of the impartial arbitrator, travel, miscellaneous expenses, except the expenses of each party's own witnesses, shall be shared equally by each party.

Section 3: During the operation of the dispute process outlined above, there shall be no lockout, slow down or work stoppage or any other interference with the work.

Section 4: Wages and overtime claims will not be considered after thirty (30) days following the pay period for which the claims are made.

ARTICLE 21
Savings Clause

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid by a court of competent jurisdiction, statute, rule, or executive order, the provision or application thereof, as the case may be, shall be suspended; provided, however, that the remainder of this Agreement or the application of such provision to persons or circumstances other than those above, as to which it is held invalid, shall not be affected thereby.

ARTICLE 22
Area Coverage

If an area has been excluded from coverage in this Joint Agreement by either of the Unions herein, it does not necessarily exclude coverage by the other.

ARTICLE 23
Favored Nations Clause

The Unions may agree, when facing competitive conditions, to change the terms and conditions in an individual contract with an Employer, covering work that is also covered by this Agreement, that are more favorable than terms and conditions of this Agreement. In the event the Union exercises its option under this Article, the parties agree that such changes shall be dealt with as follows:

- (A) The Union shall send a copy of the Agreement to the National Railroad Construction and Maintenance Association, Incorporated {the "NRC"}, within seven (7) working days after making the Agreement. Further, the Union shall note what changes it has made to the Agreement. The NRC and/or any employer signatory to this Agreement shall notify the Union(s) within seven (7) working days of receipt of their intent to utilize the more favorable conditions.
- (B) In the event that the Unions, or either of them, at any time during the duration of this Agreement, enters into or maintains an agreement with an employer not party to this Agreement, that provides wages, benefits or any other condition of employment more favorable to the employer than is included in this Agreement, as determined by the parties following their respective notification requirements as set forth in Section (A) of this Article, then the more favorable wage rate, benefit or other condition shall immediately and automatically be included in this Agreement in place of the less favorable terms and conditions, within the geographical area where such conditions exist and for as long as such conditions exist.

- (C) In the event any Employer signatory to this Agreement is confronted with non-Union competition, the Union will make a good faith effort to work out a competitive wage and/or fringe rate. This will be on a project-by-project basis.

The Employer must notify the Union of such request in sufficient time to investigate such request.

- (D) The NRC will be responsible for notifying all its signatory contractors of the change or changes.

ARTICLE 24

Bonding

Any Employer who employs employees working under the terms and conditions of this Agreement who the Union and/or the health and welfare trustees deems necessary, for reasonable cause, shall obtain and maintain in effect during the term of this Agreement, surety bond or cash in the amount of at least twenty-five thousand dollars (\$25,000) to guarantee to the employee{s} hired by the Employer and working under the terms of this Agreement, the payment of wages and fringe benefits. It shall not be a violation of this Agreement to take any economic action available to enforce this Article.

ARTICLE 25

RAILCET/Industry Advancement Fund

- (A) The Unions agree that the existence and utilization of the Industry Advancement Fund should result in increased rail construction and maintenance, therefore, in increased rail construction and maintenance job opportunities for employees. The Unions agree to cooperate in assuring that the Industry Advancement Fund contributions required by this Agreement are in fact made by all Employers bound by this Agreement or similar agreements as noted herein.
- (B) The Employer agrees to remit to the Railroad Cooperation and Education Trust (RAILCET) the negotiated amount for all hours worked by all employees covered under this Agreement, including any extension or renewal thereof. The hourly contribution rate will be established in Article 26 of this Agreement. The principal office of the Railroad Cooperation and Education Trust {RAILCET} shall be located at 1 North Old State Capitol Plaza, Suite 525, Springfield, Illinois 62701, 217/331-5522 phone, 217/789-6999 fax.
- (C) The Employer hereby agrees to adopt and be bound by the Agreement and Declaration of Trust established by the Railroad Cooperation and Education Trust (RAILCET). The Union agrees to furnish a copy of said Trust document upon receipt of a written request for same from any party signatory to this Agreement.

**ARTICLE 26
WAGES AND FRINGE BENEFITS**

Zone 1:	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
Laborers:	30.08	31.67	*
Operators:	32.94	34.68	*
Foreman:	33.94	35.68	*

**Prior to October 31, 2026, the total package increases [2.08 Laborers] [2.24 Operators] shall be allocated between wages and fringe benefits as determined by the Union*

ILLINOIS (Madison, Peoria, St. Clair and Tazewell Counties); MINNESOTA (Anoka, Hennepin, Ramsey, St. Louis, and Washington Counties); MISSOURI (St. Charles, St. Louis City, and St. Louis Counties); OHIO (Metropolitan areas of Akron, Canton, Cleveland, and Toledo, including the Counties of Cuyahoga, Geauga, Lake, Lorain, Lucas, Ottawa, Sandusky, Summit, Tuscarawas, and Wood); OREGON; VIRGINIA (Arlington and Fairfax Counties); WASHINGTON and WISCONSIN (Kenosha and Waukesha Counties).

Zone 1A:	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
Laborers:	29.07	30.62	*
Operators:	31.81	33.49	*
Foreman:	32.81	34.49	*

**Prior to October 31, 2026, the total package increases [2.04 Laborers] [2.18 Operators] shall be allocated between wages and fringe benefits as determined by the Union*

ILLINOIS (Rock Island County); IOWA (Scott County); KANSAS (Johnson and Wyandotte Counties); and MISSOURI (Clay, Jackson, Jefferson, Platte, and Ray Counties)

Zone 2:	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
Laborers:	26.66	28.09	*
Operators:	29.24	30.81	*
Foreman:	30.24	31.81	*

**Prior to October 31, 2026, the total package increases [1.92 Laborers] [2.06 Operators] shall be allocated between wages and fringe benefits as determined by the Union*

ILLINOIS (All of state other than Chicago-area counties listed in Chicago zone and Madison, Peoria, St. Clair, Tazewell, and Rock Island Counties); INDIANA (All of state other than Chicago-area counties listed in Chicago zone); IOWA (Remainder of State); KANSAS (Douglas, Leavenworth and Shawnee Counties); KENTUCKY (Henderson and Jefferson Counties); MISSOURI (Remainder of State); and WISCONSIN (Remainder of State)

Zone 2A:	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
Laborers:	25.30	26.68	*
Operators:	27.89	29.40	*
Foreman:	28.89	30.40	*

**Prior to October 31, 2026, the total package increases [1.87 Laborers] [2.00 Operators] shall be allocated between wages and fringe benefits as determined by the Union*

ARIZONA (Metropolitan area of Flagstaff, Tucson and Phoenix); MINNESOTA (Remainder of State); NEBRASKA (Cass, Douglas, Sarpy, and Washington Counties); and the State of MICHIGAN

Local 150 of the Operating Engineers does not have jurisdiction in the State of Michigan

Members working under the agreement between Local 150 and Local 324 shall be reimbursed by the Employer for any Administrative Dues paid to Local 324 in excess of 2100 hours.

Zone 3:	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
Laborers:	21.06	22.14	*
Operators:	23.64	24.85	*
Foreman:	24.64	25.85	*

**Prior to October 31, 2026, the total package increases [1.55 Laborers] [1.68 Operators] shall be allocated between wages and fringe benefits as determined by the Union*

COLORADO (Adams, Arapahoe and Jefferson Counties); IDAHO; KENTUCKY (Remainder of State); LOUISIANA (Metropolitan areas of Baton Rouge, Lake Charles, New Orleans, and Shreveport); MONTANA; NEVADA; OHIO (Remainder of State); PENNSYLVANIA; UTAH (Metropolitan area of Salt Lake City); WEST VIRGINIA; DELAWARE (New Castle County); ~~and~~ MARYLAND (Baltimore City): and Washington DC

Zone 4:	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
Laborers:	19.62	20.70	*
Operators:	22.00	23.21	*
Foreman:	23.00	24.21	*

**Prior to October 31, 2026, the total package increases [1.56 Laborers] [1.69 Operators] shall be allocated between wages and fringe benefits as determined by the Union*

ARIZONA (Remainder of State); DELAWARE (Remainder of State); MARYLAND (Remainder of State); UTAH (Remainder of State); VIRGINIA (Remainder of State); and WYOMING

Zone 5:	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
Laborers:	19.62	20.70	*
Operators:	22.00	23.21	*
Foreman:	23.00	24.21	*

**Prior to October 31, 2026, the total package increases [1.56 Laborers] [1.69 Operators] shall be allocated between wages and fringe benefits as determined by the Union*

ALABAMA; ARKANSAS; COLORADO (Remainder of State); FLORIDA; GEORGIA; KANSAS (Remainder of State); LOUISIANA (Remainder of State); MISSISSIPPI; NEBRASKA (Remainder of State); NEW MEXICO; NORTH CAROLINA; NORTH DAKOTA; OKLAHOMA; SOUTH CAROLINA; SOUTH DAKOTA; TENNESSEE; and TEXAS.

Chicago and Northwest Indiana Zone:

	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
*Laborers:	NA	NA	NA
**Operators:	35.33	37.00	
Foreman:	36.33	38.00	

Prior to October 31, 2026, the 2027 total package increase [2.35 Operators] shall be allocated between wages and fringe benefits as determined by the Union

ILLINOIS (Boone, Cook, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will Counties of Illinois)

INDIANA (Jasper, Lake, LaPorte, Newton, Porter, and Starke Counties)

* Chicago district council, including NW Indiana -Note: Laborers working in the jurisdiction of the Chicago district council which includes Boone, Cook, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will Counties in Illinois shall not be covered by this Agreement. Laborers working in NW Indiana which includes Jasper, Lake, LaPorte, Newton, Porter, and Starke Counties in Indiana shall not be covered by this Agreement.

** The rate applies to Operators only and excludes work presently done at steel mills in Lake and Porter Counties of Indiana. It is agreed that at no time shall the wage rate of an Operating Engineer be less than the wage rate of a Laborer working for the same Employer at the same job site. It is understood that in the fifteen (15) counties listed above, the wage rate paid to an Operating Engineer shall be one dollar (\$1.00) greater than the wage rate paid to a Laborer of the same Employer on the same project.

It is understood that any work covered by this agreement performed in the geographical jurisdiction of the Chicago Laborers District Council shall be performed under the terms and conditions, wages and benefits, of the CARCO agreement. Any work outside that area shall be performed under the RTOA. It is further understood that work performed under the scope of this agreement within the area of the District Council, employers shall become signatory to the CARCO agreement as well as the RTOA.

Per Article 26 of the RTOA, Local 773 does not have jurisdiction within the Indiana counties listed explicitly as part of the “Chicago and Northwest Indiana Zone.”

It is understood that any work covered by the RTOA performed in the geographical jurisdiction of Laborers’ Internal Union of North America Local 41 (“Local 41”) and Laborers’ Internal Union of North America Local 81 (“Local 81”) in the Indiana Counties of Jasper, Lake, LaPorte, Newton, Porter, and Starke shall be performed under the terms, and conditions, wages and benefits, of the Local 41 and Local 81 Rail Transportation and Operation Agreement effective June 1, 2023, through May 31, 2028 (“NW Indiana RTOA”). Any work performed outside the Indiana counties listed in the prior sentence shall be performed under the RTOA, not the NW Indiana RTOA. It is further understood that any employers that perform qualifying work within the preceding Indiana counties stated shall become signatory to both the NW Indiana RTOA and the National RTOA.

All Zones: NEW HIRE TRAINEES without previous experience shall receive 80% of the negotiated Zone wage rate for the first one thousand (1000) hours worked, 90% of the negotiated Zone wage rate for the next 1000 hours worked, and the full 100% of the negotiated Zone wage rate for all hours after two thousand (2000).

Health & Welfare benefits are paid in full from the first hour worked.

Effective January 1, 2022, Pension payments are eighty-nine cents (\$0.89) for the first one thousand (1000) hours worked and then the full negotiated pension payment for all hours after the first one thousand (1000) hours worked.

New employees hired will be regarded as probationary employees. Probationary employees may be laid off or discharged as exclusively determined by the company, but if continued in the service of the company subsequent to the probationary period, they shall be entitled to all terms and conditions of employment provided for in the agreement. The probationary period shall be one thousand (1000) hours worked.

Training, RAILCET, IAF, and Apprenticeship benefit contributions are not paid until after the first one thousand (1000) hours worked.

**FRINGE BENEFITS AND WORKING DUES
ZONES 1 – 4 and CHICAGO AND NW INDIANA**

	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
HEALTH/WELFARE			
Laborers:	8.30	8.45	*
Operators:	8.30	8.45	*
PENSION			
Laborers:	2.51	2.76	*
Operators:	2.80	3.05	*
TRAINING			
Laborers:	0.45	0.45	*
Operators:	0.45	0.45	*
RAILCET			
Laborers:	0.45	0.45	*
Operators:	0.45	0.45	*
IUOE LOCAL 150 APPRENTICESHIP			
	0.05	0.05	*
IAF			
	0.15	0.15	*

**Prior to October 31, 2026, the total package increases shall be allocated between wages and fringe benefits as determined by the Union*

The Union reserves the right to take any portion of the negotiated wage increase and add such amount to the fringe benefit package.

**LOCAL UNION
WORKING DUES**

Laborers: To be determined by LIUNA, Local 773
Operators: To be determined by IUOE, Local 150

**FRINGE BENEFITS AND WORKING DUES
ZONE 5**

	<u>01/01/25</u>	<u>01/01/26</u>	<u>01/01/27</u>
HEALTH/WELFARE			
Laborers:	8.30	8.45	*
Operators:	8.30	8.45	*

**Prior to October 31, 2026, the total package increases shall be allocated between wages and fringe benefits as determined by the Union*

**LOCAL UNION
WORKING DUES**

Laborers: To be determined by LIUNA, Local 773
Operators: To be determined by IUOE, Local 150

Section 1. Health and Welfare Funds:

Railroad Maintenance and Industrial Health and Welfare Fund for Laborers and Operating Engineers:

The Employer agrees to make payments to and be bound by the Trust Agreement of the Railroad Maintenance and Industrial Health and Welfare Fund, including any amendments or changes thereto, except increase in contributions, and the Employer accepts as Trustees, those Trustees selected in the manner provided in said Fund Trust Agreement.

Section 2. Pension Funds:

A. Operating Engineers:

The Employer agrees to make payments to and be bound by the Trust Agreement of the Central Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees, those Trustees selected in the manner provided in said Fund Trust Agreement.

B. Laborers:

The Employer agrees to make payments to and be bound by the Trust Agreement of the National (Industrial) Pension Fund, including any amendments or changes thereto, except increase in contributions, and the Employer accepts as Trustees, those Trustees selected in the manner provided in said Fund Trust Agreement.

Section 3. Training Fund of Laborers and Operating Engineers:

It is mutually agreed that the parties signatory to this Agreement accept the terms and conditions of the Agreement and Declaration of Trust of the Railroad Training and Education Fund. Employer contributions in the applicable hourly amount stated in Article 26, including overtime hours, for actual time worked by an employee covered by this Agreement, in addition to wages, shall be made for the Training Fund.

Section 4. Railroad Cooperation and Education Trust (RAILCET) for Laborers and Operating Engineers:

It is mutually agreed that the parties signatory to this Agreement accept the terms and conditions of the Agreement and Declaration of Trust of the Railroad Cooperation and Education Trust Fund (RAILCET). Employer contributions in the applicable hourly amount stated in Article 26, including overtime hours, for actual time worked by an employee covered by this Agreement, in addition to wages, shall be made for RAILCET.

Section 5. Industry Advancement Fund:

It is agreed that Employers signatory to this Agreement shall make contributions for the Industry Advancement Fund in the hourly amount stated in Article 26 including overtime hours, for actual time worked by an employee covered by this Agreement, in addition to wages.

Section 6. General Employer Requirements Applicable for All Fringe Funds:

A. The Employer shall pay to the respective Railroad Maintenance and Industrial Health and Welfare Fund, the Pension Fund, the Railroad Training and Education Fund, the Railroad Cooperation and Education Trust, (RAILCET), Industry Advancement Fund (IAF) and the IUOE Local 150 Apprenticeship (collectively the “Funds”) the amount per individual Fund as previously set out per hour, including overtime hours, for actual time worked by an employee (Laborer or Operator) covered by this Agreement.

B. These amounts shall be in addition to wages.

- C. The payments to the Funds start with the first (1st) hour worked by the employee, unless otherwise stated in Article 26 of this agreement.
- D. The Trustees of the Funds shall, among other things, have the authority to determine the type and amounts of benefits to be provided and the rules and regulations governing entitlement to such benefits, provided, however, that the Funds shall conform at all times with the applicable requirements of the Internal Revenue Service so as to insure the tax exempt status of the Funds and the right of the contributing Employers to treat the contributions to the Funds as deductions for income tax purposes.
- E. The Employer also agrees to permit an accountant of the Funds to examine payrolls and Social Security reports on demand to determine the amounts due the Funds at the orders of the Executive Committee of the Funds, provided that such examination of records shall not be made more frequently than once every three (3) years, unless reason exists to conduct an audit more frequently.
- F. Payments to the offices of the said Funds shall be made by the Employer no later than the fifteenth (15th) day of the month following the month for which the payments are required.
- G. In the event of failure by the Employer to make the required payments at the time specified to said Funds, the Union may bring suit for moneys owed, including all costs and reasonable attorneys' fees required for such action. Said failure to make required payments by the individual Employer who has defaulted at the time specified shall be deemed a gross breach of this Agreement by the individual Employer who has defaulted, and the Union shall be free to take any economic action, including refusal of employees to work for the individual Employer and picketing the individual Employer who has defaulted with this Agreement, notwithstanding any other provisions of this Agreement.
- H. Employer agrees that, if a change to any of the Fund(s) is agreed to by the NRC and the Unions, the Employer shall make fringe payments to the new Fund(s) upon notification by the NRC and the Unions.
- I. The payment of the Pension Fund and Political Check-off shall be reported on the form furnished by the International Union of Operating Engineers Central Pension Fund. The various Funds are to be paid by separate check and mailed to:

I.U.O.E Central Pension Fund
Post Office Box 418433
Boston, Massachusetts 02241-8433

- J. The National Railroad Agreement also provides for voluntary payments through check-off to EPEC in Article 5, Section 2. Those payments should not be sent to the Central Pension Fund. Instead, EPEC check-off amounts should be sent by employers to the following address:

EPEC
1125 – 17th Street, N.W.
Washington, D.C. 20036-4709

- K. The Training and IAF Funds for the Operating Engineers shall be reported on a form furnished by the Railroad Maintenance and Industrial Health and Welfare Fund and paid with one (1) check to be mailed to:

Railroad Maintenance and Industrial
Health and Welfare Fund
2725 West Monroe Street
Springfield, IL 62704

- L. The Welfare, Pension, Training, RAILCET, and IAF Funds for the Laborers and the Health and Welfare Fund, RAILCET and the IUOE Local 150 Apprenticeship for the Operating Engineers shall be reported on a form furnished by the Railroad Maintenance and Industrial Health and Welfare Fund (separate from the form for Operators) and paid with one (1) check and be mailed to:

Railroad Maintenance and Industrial
Health and Welfare Fund
2725 West Monroe Street
Springfield, IL 62704

Section 8. NATIONAL RAILROAD PARTICIPATION AGREEMENT

WHEREAS, the undersigned Employer has entered into a National Railroad Agreement with the Laborers' International Union of North America and International Union of Operating Engineers Local 150, which requires said Employer to make contributions into designated Funds, approved by the National Labor Relations Act, 1947, Section 302{c}, at a stipulated rate and under certain conditions:

NOW, THEREFORE, IT IS AGREED by and between the undersigned Employer and the Laborers' International Union of North America and International Union of Operating Engineers Local 150, that such Employer hereby subscribes to the various Agreements and Declarations of Trust of the particular Funds into which such Employer will be required to make contributions pursuant to the National Railroad Agreement, and agrees to be bound thereby and to amendments made or to be made thereto; and authorizes the parties to such Trust Agreements to name the Trustees and successor Trustees, and to administer the Trusts; and does hereby ratify and accept such Trustees and the terms of conditions of said Trusts as fully and as completely as if made by said undersigned Employer; provided, however, that no amendments or provisions of said Trust Agreements shall bind the Employer for any financial obligations beyond that set forth in the National Railroad Agreement pursuant to which such contributions are made. Said Employers' obligations shall also be considered within and limited by the construction industry exception of the Employee Retirement Income Security Act, as amended by the Multiemployer Pension Plan Amendments Act of 1980.

By the execution of this Agreement on behalf of its affiliated local Unions, the Laborers' International Union of North America does so for convenience only and does not assume any liabilities with respect to such Agreements and Declarations of Trust or with respect to local Union contracts to which Laborers' International Union of North America is not a party.

By the execution of this Agreement on behalf of its affiliated local Unions, the International Union of Operating Engineers does so for convenience only and does not assume any liabilities with respect to such Agreements and Declarations of Trust or with respect to local Union contracts to which International Union of Operating Engineers is not a party.

ARTICLE 27
Duration of Agreement

This Agreement shall remain in full force and effect from January 1, 2025 through December 31, 2027 and shall continue thereafter unless there has been given written notice by Certified Mail to all signatory parties hereto of the desire to open this Agreement for negotiations, or terminate such agreement no sooner than one hundred twenty (120) days, but no later than sixty (60) days prior to the expiration date of this agreement.

The Employers and the Union agree to be bound by the area-wide negotiated Agreement with The National Railroad Construction and Maintenance Association, Incorporated, and all such other Employers, and hereby further agree to extend this Agreement for the life of any newly negotiated Contract. If the Union is not notified of a desire for independent negotiations within the specified period of time, then said Employer accepts all amendments for the life of any newly negotiated Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FOR LIUNA:

FOR IUOE:

Brent Booker, General President

James T Callahan, General President

FOR LABORERS, LOCAL 773

FOR IUOE, LOCAL 150

David A Frye, LIUNA VP and Midwest Regional Manager
dfrye@inldc.org

James M Sweeney, President/Business Manager

Jerry Womick, Business Manager
jwomick@local773.com

Michael R Kresge, Recording-Corresponding Secretary

David A Fagan, Financial Secretary

Michael L Simms, Business Representative
msimms@local150.org

FOR THE EMPLOYERS:

National Railroad Construction and Maintenance Association, Inc.
Ashley Wieland, President
awieland@nrcma.org

APPENDIX A

SUPPLEMENTAL DUES CHECKOFF AUTHORIZATION

The undersigned hereby authorizes and directs his Employer to deduct as supplemental dues, or as amounts owed by him pursuant to a lawful Union Security Clause, the sum in such amounts as are established in accordance with any collective bargaining Agreement entered into by the affiliated Local Unions under which the Employer party thereto agrees to make such deduction of supplemental dues, or amounts owed, including past due amounts owed.

The undersigned agrees and understands that supplemental dues deducted are owed to the respective Local Union{s} under whose territorial jurisdiction he is employed when such deduction is made and is in addition to the regular monthly dues paid directly by him to his home Local Union.

The undersigned further directs that his Employer remit the supplemental dues or amounts deducted to the Local Union{s} entitled thereto.

This assignment and authorization shall be irrevocable for a period of one {1} year, and shall automatically renew itself from year to year thereafter, including periods between collective bargaining Agreements when no Agreement may be in effect, unless written notice is given to the Local Union not more than twenty {20} days and not less than ten {10} days prior to the expiration of any yearly period, or the termination date of the applicable bargaining Agreement, whichever occurs sooner.

The undersigned hereby certifies that previous deductions from his wages for supplemental dues were made with his knowledge and consent and does hereby ratify, authorize and assign to the Union{s} entitled thereto, all of such deductions as of the time they were made.

EMPLOYEE SIGNATURE: _____

(Print Name Above)

{Home Local Union}

Social Security Number

Date

WITNESSED: _____

A copy of the signed authorization shall be forwarded to the appropriate contact at LIUNA, Local 773 and/or IUOE Local 150 as identified at the bottom of Appendix D.

APPENDIX C(1)

LOCAL 150 FEDERAL PAC CHECK OFF

The EMPLOYER will deduct five cents (\$.05) for each hour that the employee receives wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms and shall pay over the amount so deducted to the International Union of Operating Engineers Local 150 Political Action Committee (“IUOE PAC”), 6200 Joliet Road, Countryside, Illinois 60525. It is agreed that these authorized deductions for the IUOE PAC are not conditions of membership in the International Union of Operating Engineers, Local 150, or of employment with EMPLOYER and that the IUOE PAC will use such monies in making political contributions in connection with Federal elections. Payments to the IUOE PAC, accompanied by monthly reports on forms so provided by the International Union of Operating Engineers, Local 150 shall be remitted at the same time as required for the monthly pension and welfare payments on a separate check made payable to the IUOE PAC at the above address.

The Union agrees to indemnify and hold harmless the Employer, from any claim, suit, cause of action, or otherwise with regard to creation of this Dues Deduction, its administration or any act or action in connection therewith and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys’ fees on behalf of the beneficiaries of such indemnity.

Where the Employer is capable of accepting PAC Authorization forms electronically, it is required to do so.

PRINT NAME: _____

SIGN: _____

DATE: _____

A copy of the signed authorization shall be forwarded to the appropriate contact at IUOE Local 150 as identified at the bottom of Appendix D.

APPENDIX C (2)

POLITICAL CHECKOFF

Name: _____

SSN: _____

Street Address: _____

City, State, Zip: _____

I hereby authorize and direct that my Employer deduct from my pay the sum of one-fourth of one percent {0.0025%} of gross wages and remit said amount to EITHER the Engineers Political Education Committee {EPEC}, 1125 - 17th Street, N.W., Washington, D.C. 20036 {for Operating Engineers}; OR Laborers' International Union of North America, AFL-CIO, 905 - 16th Street, N.W., Washington, D.C. 20006.

This authorization is voluntarily made upon specific understanding that the signing of this Authorization and the making of such voluntary contributions are not conditions of my membership in the Union or of employment with the Employer; that I may contribute, through other available methods, a greater or lesser amount than that suggested through payroll check-off and I will not be favored or disadvantaged for doing so; that I may refuse to contribute without reprisal; and that such political fund uses the money it receives to make political contributions and expenditures in connection with Federal, State or local elections.

This Authorization shall remain in full force and effect until revoked in writing by me.

Local 773 Local 150

Signature: _____

Date: _____

A copy of the signed authorization shall be forwarded to the appropriate contact at LIUNA, Local 773 or IUOE Local 150 as identified at the bottom of Appendix D.

APPENDIX D

Rail Construction/Maintenance Pre-Job Notification

The Employer shall notify the Laborers' International Union of North America Local 773 and Operating Engineers Local 150 of all track projects obtained by the Employer over \$500,000 (excluding maintenance) or 50,000 cubic yards of excavating and grading within five (5) working days of obtaining the project in areas covered by this Agreement.

DATE: _____

National Railroad Construction and Maintenance Association

Company Name: _____

Contact Person: _____

Telephone: _____

Fax: _____ Email: _____

Project Name: _____

Project Location: _____

Project Owner: _____

Type Of Work: _____ Railroad _____ Transit _____ Maintenance
 _____ Emergency _____ New Construction

Short description of the work: _____

Proposed Starting Date: _____

Estimated Duration of the Work {in days or months}: _____

Estimated Number of Field Employees: Laborers _____ Operators _____

Sub-Contractors: _____

This notice must be faxed, emailed, or sent express mail next day delivery, within five (5) working days of obtaining the project in areas covered by this Agreement. Employer's failure to comply with this requirement shall allow the Union to exercise its rights under Article 7. Fax, email or send this notice to the following parties:

Pre-Job Required YES or NO

I acknowledge receipt of this notice:

 Laborers' International Union ~~Local 773~~

 Operating Engineers Local 150

If a Pre-Job is required, the above "Yes" box will be checked and one of the unions will contact you to set up a meeting. If one of the Unions does not respond within five (5) working days, such project will be deemed by the non-responding Union as waiver of the pre-job requirement.

NRC		LIUNA		IUOE Local 150
Ashley Wieland		Construction Department		Michael Simms
80 M Street SE		905 16 th Street		2193 W 84 th Place
Washington, DC 20003		Washington DC 20006		Merrillville, Indiana 46410
Office Phone: (202) 975-0365		Office: (202) 737-8320		Mobile: (219) 405-5532
Email: awieland@nrcma.org		Email: constmail@liuna.org		Email: msimms@local150.org

APPENDIX E

LETTER OF ASSENT

The undersigned agrees to be bound by the terms and conditions of the National Railroad Agreement as negotiated between the National Railroad Construction and Maintenance Association and the Laborers' International Union of North America, Local 773 and the International Union of Operating Engineers, Local 150.

I warrant that I have the full authority to execute this letter of assent on behalf of the company noted below.

Signed this _____ day of _____, 20_____

Signature: _____

Print Name: _____

Title: _____

Company: _____

Address: _____

City State Zip Code

Federal I.D. Number: _____

Telephone Number: _____

Fax Number: _____

APPENDIX F

SUBSTANCE ABUSE POLICY

1. The Employer may perform random testing administered by a third party. The Employer may also test, if from appearance, movement, speech, mannerisms, , or other conduct or behavior of an employee there is probable cause to believe that the employee is under the influence of any prohibited substance {drug, narcotic, or alcohol above DOT regulations} which might in any way impair the employee's ability to safely perform job duties or operate vehicles and other equipment, or if the employee is involved in an on-duty injury or accident, then, as a condition to the employee working, a urine, or blood or hair test shall be promptly conducted to determine whether any such substance is present. The Employer may perform testing, for the period of one (1) year, on any employee who has returned to work after successfully completing a drug and alcohol rehabilitation program. The Employer is authorized to test per customer requirement or Federal and/or State Law.

2. If an employee chooses, he/she shall have the right to submit a sample collected at the same time as the sample taken for the test required in Section 1 of this Article to a laboratory of his/her choice meeting the same standards as required in Section 1 of this Article.

3. All tests shall be at Employer's expense except tests made pursuant to Section 2 which confirm the positive result of a prior test made pursuant to Section 1 of this Article, which will be paid for by the employee.

4. If an employee is determined to have a substance use problem, whether by the result of tests taken pursuant to the foregoing provision, disclosed by a physical examination taken for other reasons, or by the employee himself so informing the Employer, the Employer shall grant the employee personal leave, without pay, for a period not to exceed forty-five {45} calendar days for the employee to complete a substance use rehabilitation program or treatment at employee's expense. If employee provides Employer proof that employee has enrolled in a substance use rehabilitation program within three {3} days of determination that the employee has a substance use problem, and within forty-five {45} days of said determination the employee provides the Employer with a medical release specifically referring to the positive substance test and finding the employee free of such substance and any dependency thereon or a written certificate issued to the employee by a licensed or certified drug/substance use rehabilitation facility or institution confirming employee has successfully completed the prescribed treatment or program and is deemed not dependent on any substance, the Employer shall restore employee to his prior job with no loss of time so far as calculating for purposes of vacation, retirement, or other entitlements.

5. If, after a positive test for substance use, employee:

- {A} refuses to enroll in a drug/substance use rehabilitation program; or
- {B} does not enroll in a drug/substance use rehabilitation program within three {3} days; or
- {C} enrolls in a drug/substance use rehabilitation program, but withdraws or otherwise does not satisfactorily complete that program within forty-five {45} days; or
- {D} does not provide the Employer with a medical release or certificate of satisfactory completion of drug/substance use rehabilitation program issued by a licensed or certified facility or institution within forty-five {45} days; or
- {E} after a leave of absence and return to work in reliance on a medical release of a certificate of satisfactory completion of a drug/substance use rehabilitation program, the employee has a subsequent positive test for the presence of any drug or narcotic, prohibited substance, then the employee's employment shall be immediately terminated.

6. We recognize that a person who cannot control the use of alcohol or other drugs is the victim of an illness for which treatment is available and covered by our Comprehensive Health Care Plans. Employer agrees to maintain an ongoing Drug Awareness Program to educate and make all personnel aware of the great danger of drugs and other narcotics, not only to the health of the user, but to the safety of the user and all of his coworkers by impairing the physical ability, reflexes, dexterity, and attentiveness to safely operate motor vehicles and other equipment.

APPENDIX G

**Notice to Unions
Application for Competitive Adjustments**

Contractor Requesting Application

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Signature: _____

Date: _____

Project Information

Project Bid Date: _____

Type of Project (New Construction or Maintenance): _____

Name, Location & Description of Project: _____

Project Owner and Phone Number: _____

Estimated \$ Value of Project: _____

Estimated Duration of Project: _____

Estimated Manpower

Number of Laborers: _____

Number of Operators: _____

Reason for Request: _____

Adjustment Requested: _____

Request for Key Men

Laborers: _____

Operators: _____

Authorization

Approved: _____

District Council/Local Union Consulted: _____

International Signature: _____

Date: _____

**Memorandum of Understanding
Regarding Intent of the RTOA Agreement as it Relates to the
National Maintenance Agreement and Transit Projects**

National Maintenance Agreement (NMA). If a Rail Transportation and Operation Agreement (RTOA) signatory contractor bids on a project at a location where the National Maintenance Agreement is already in place and applies to work in question, the contractor will bid and perform the work under the National Maintenance Agreement.

Transit Agreements. If an RTOA signatory contractor bids on a new transit project and all the bidders are union contractors, the contractor will bid the project using the applicable local union. If there is open shop competition, the contractor will work with the local union and the labor unions signatory to the RTOA to make the contractor's bid competitive using prevailing rates and RTOA work rules.

Gray Areas. There are gray areas involving both the National Maintenance Agreement and Transit Agreements.

- For example, regarding a Transit Agreement, in the unusual case where all the bidders are union contractors, an RTOA contractor's management will establish a Project Agreement to make the bid. A full blown agreement in perpetuity with the local union would defeat the purpose of the RTOA as it relates to future bids.

- As another example, regarding the National Maintenance Agreement, there may be instructions from a project owner for contractors to bid the project as either NMA or RTOA. Further it is not always clear when the NMA must apply. The project owner could state that the RTOA applies while a local Union claims the NMA applies. In the case of a dispute or a lack of clarity, the matter should go to the Policy Committee (see Article 2, page 5) which will bring resolution at the International President (or designee) level.

National Railroad Construction and Maintenance Association

By: _____ Date: _____

Laborers' International Union of North America, Local 773 AFL-CIO

By: _____ Date: _____

International Union of Operating Engineers, Local 150 AFL-CIO

By: _____ Date: _____