MEDIATION AGREEMENT

THIS AGREEMENT, made this 14th day of September, 2022 by and between the participating carriers listed in Exhibit A attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the Brotherhood Railway Carmen – Division of Transportation Communications Union/IAM, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1- First General Wage Increase

On July 1, 2020 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2020 shall be increased in the amount of three (3) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of pay of freight carmen shall be increased by the money amount of increase in the rates of pay of passenger carmen, so that the money differential existing as of the first increase date between the rates of passenger carmen and the rates of freight carmen will be preserved. The increase provided for in this Section 1 shall be applied as follows:

(a) Hourly Rates –
Add 3 percent to the existing hourly rates of pay.

(b) Daily Rates –
Add 3 percent to the existing hourly rates of pay.

(c) Weekly Rates –
Add 3 percent to the existing hourly rates of pay.

(d) Monthly Rates –
Add 3 percent to the existing hourly 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 Increase –

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, 2021 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2021 shall be increased in the amount of three-and-one-half (3.5) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 1 hereof. 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, 2022 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2022 shall be increased in the amount of seven (7) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 1 hereof. 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, 2023 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2023 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. Rates of freight carmen shall be increased in the same manner as provided in Section 1 hereof. 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, 2024 all hourly, daily, weekly and monthly rates of pay of employees covered by this Agreement other than freight carmen in effect on June 30, 2024 shall be increased in the amount of four-and-one-half (4.5) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 1 hereof. The increase provided for in this Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

ARTICLE II – SERVICE RECOGNITION BONUSES

Section 1 – First Service Recognition Bonus

A lump sum payment in the amount of $1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2020 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2020; or (2) retired or died on or after January 1, 2020.

Section 2 – Second Service Recognition Bonus

A lump sum payment in the amount of $1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2021 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2021; or (2) retired or died on or after January 1, 2021.

Section 3 – Third Service Recognition Bonus

A lump sum payment in the amount of $1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and September 13, 2022 and who: (1) maintains an active employment relationship with the carrier as of September 13, 2022; or (2) retired or died on or after January 1, 2022.

Section 4 – Fourth Service Recognition Bonus

A lump sum payment in the amount of $1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2023 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2023; or (2) retired or died on or after January 1, 2023. The payment will be made no later than December 31, 2023.

Section 5 – Fifth Service Recognition Bonus

A lump sum payment in the amount of $1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and November 30, 2024 and who: (1) maintains an active employment relationship with the carrier as of December 1, 2024; or (2) retired or died on or after January 1, 2024. The payment will be made no later than December 31, 2024.

ARTICLE III - HEALTH AND WELFARE

Part A – Plan Changes

Section 1 – Continuation of Plan

The Railroad Employees National Health and Welfare Plan ("the 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

(a) Effective January 1, 2023, the Plan's Managed Medical Care Program ("MMCP") and its Comprehensive Health Care Benefit ("CHCB") shall be modified with respect to hearing benefits to increase the maximum annual payment for tests and examinations, including those by an audiologist or hearing aid dispenser, to diagnose and determine the cause of a hearing loss, and for a hearing aid necessary to restore lost, or help impaired, hearing, to $2,000.

(b) Effective January 1, 2023, the MMCP, CHCB, and Mental Health and Substance Abuse programs, as applicable, shall be modified to add coverage for the diagnosis and treatment of Autism Spectrum Disorder, without application of age or dollar limitations (other than generally applicable cost-sharing requirements under the terms of the Plan). Coverage for the treatment of Autism Spectrum Disorder shall include speech, occupational and physical therapies, Applied Behavior Analysis, and other medically appropriate intensive behavioral therapies; provided that any such coverage shall be subject to medical management processes (such as prior authorization or treatment plan requirements) applied by the company administering the member's benefits.

(c) Effective January 1, 2023, the MMCP, CHCB, and Mental Health and Substance Abuse programs, as applicable, shall be modified to remove the age restriction on speech therapy as part of a treatment for developmental delay, cerebral palsy, hearing impairment or major congenital anomalies that affect speech such as, but not limited to, cleft lip and cleft palate. Medical management processes will continue to apply to such coverage.

Section 3 – Other

The parties agree to direct their representatives to the Plan's Joint Plan Committee ("JPC") to participate in the JPC's design and implementation, in a timely fashion, of an appropriate service provider rebid process to ensure that current costs are competitive and not excessive.

Part B – Employee Sharing of Plan Costs

Section 1 – Monthly Employee Cost-Sharing Contributions

(a) Effective January 1, 2023, 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 Carriers' Monthly Payment Rate for the relevant year.

(b) For purposes of subsection (a) above, the "Carriers' Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carriers' 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,

would have been made during that year, per non-hospital association road employee, in the absence of any employee contributions in the aforementioned plans.

Section 2 – Pre-Tax Contributions

Employee cost-sharing contributions made pursuant to this Part B shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

Section 3 – Method of Making Employee Cost-Sharing Contributions

Employee cost-sharing contributions will be made for the employee by the employee's employer. The employer shall deduct the amount of such employee contributions from the employee's wages and retain the amounts so deducted as reimbursement for the employee contributions that the employer had made for the employee.

ARTICLE IV – PERSONAL LEAVE

Each employee shall be provided with an additional paid day off and will elect, by providing notice to the employer during the prior year's vacation scheduling process, to use the additional paid day off as:

(a) a personal leave day to be scheduled during the upcoming year, subject to rules associated with personal leave days;

(b) an additional single use vacation day to be scheduled during the upcoming year, subject to rules associated with single use vacation days; or

(c) an awarded day off on the employee's birthday during the upcoming year or, if such birthday falls on a scheduled rest day, on the working day immediately preceding or following the employee's birthday, subject to rules associated with scheduled vacation.

An employee who does not make an election during the prior year's vacation scheduling process will be considered to have selected option (b).

ARTICLE V - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - 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 carriers listed in Exhibit A on or subsequent to November 1, 2019 (including any notices outstanding as of that date), and the notices served by the organization signatory hereto upon such carriers on or subsequent to November 1, 2019 (including any notices outstanding as of that date).

(b) This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 2024 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, 2024 (not to become effective before January 1, 2025), 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.

(Remainder of Page Intentionally Blank)

SIGNED AT ARLINGTON, VA, THIS 14TH DAY OF SEPTEMBER, 2022.

FOR THE PARTICIPATING CARRIERS LISTED IN EXHIBIT A:

FOR THE EMPLOYEES REPRESENTED BY THE BROTHERHOOD RAILWAY CARMEN – DIVISION OF TCU/IAM:

September 14, 2022
#1

Mr. Don Grissom
General President
Brotherhood Railway Carmen Division
Transportation Communications Union
3 Research Place
Rockville, MD 20850

Dear Mr. Grissom:

This confirms our understanding with respect to the general wage increases provided for in Article I, Sections 1, 2 and 3 and the service recognition bonuses provided for in Article II, Sections 1 and 2 of the Agreement of this date.

The carriers will make all reasonable efforts to pay the retroactive portion of such general wage increases and service recognition bonuses as soon as possible and no later than sixty (60) days after the date of this Agreement. The carriers will make the service recognition bonus payment provided for in Article II, Section 3 of the Agreement at the same time as the aforementioned retroactive payment.

If a carrier finds it impossible to make such payments by that date, such carrier shall notify you in writing explaining why such payments have not been made and indicating when the payments will be made.

Very truly yours,

Brendan M. Branon

Brendan M. Branon

September 14, 2022
#2

Mr. Don Grissom
General President
Brotherhood Railway Carmen Division
Transportation Communications Union
3 Research Place
Rockville, MD 20850

Dear Mr. Grissom:

This refers to the increase in wages and the service recognition payments provided for in Sections 1, 2 and 3 of Article I and Sections 1 and 2 of Article II of the Agreement of this date.

It is understood that the retroactive portion of those wage increases and service recognition payments shall be applied only to employees who have an employment relationship with a carrier on the date of this Agreement or who retired or died subsequent to June 30, 2020 in the case of the wage increases and January 1, 2020 in the case of the service recognition payments.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Brendan M. Branon

I agree:

D. Grissom

September 14, 2022
#3

Mr. Don Grissom
General President
Brotherhood Railway Carmen Division
Transportation Communications Union
3 Research Place
Rockville, MD 20850

Dear Mr. Grissom:

This confirms our understanding with respect to the tentative agreement of this date that would resolve our respective bargaining notices served on or subsequent to November 1, 2019 ("Tentative Agreement or TA").

If the railroads in national handling collectively enter into a voluntary and ratified national agreement ("New Agreement") to resolve the national notices served on or after November 1, 2019 with any labor organization that provides, in the aggregate, materially greater overall economic value to the employees represented by that organization than is provided for in the report of Presidential Emergency Board No. 250 with respect to that craft, BRC may request that the same value, measured on a GWI-equivalent basis, be added to the Tentative Agreement in a manner to be determined by the parties.

If the General President of the BRC believes that a New Agreement has potentially triggered the understanding in this letter, he shall, within 30 days of the date such New Agreement is ratified, provide prompt written notification to the Chairman of the NCCC, and the national parties shall confer within fifteen (15) calendar days to discuss further handling of the matter. Any disagreement between the parties regarding the interpretation or application of this understanding shall be resolved through final and binding party-paid arbitration.

This agreement shall be non-precedential and shall not be referenced in any forum except for the limited purpose of enforcing its terms. This agreement shall expire and have no further effect with respect to a national agreement reached by another labor organization 30 days after the date that the applicable national agreement is ratified.

Please acknowledge your agreement by signing in the space below.

Very truly yours,

Brendan M. Branon

I agree:

D. Grissom

D. Grissom

September 14, 2022
#4

Mr. Don Grissom
General President
Brotherhood Railway Carmen Division
Transportation Communications Union
3 Research Place
Rockville, MD 20850

Dear Mr. Grissom:

This letter will serve as clarification of the application of the additional paid time off day described in Article IV of the national agreement for new hires. We agree that employees hired on or before September 30 of a year will have access to the additional day of paid time off in that year.

The carriers will offer a reasonable means and a reasonable time period for these newly hired employees to elect from among the three options for using the day that are described Article IV, items (a)-(c) of the national agreement or, in the absence of the employee electing one of the three options, the additional paid time off will be provided under option (b).

Very truly yours,

Brendan M. Braron

Brendan M. Braron

I agree:

D. Grissom

D. Grissom

September 14. 2022
#5

Mr. Don Grissom
General President
Brotherhood Railway Carmen Division
Transportation Communications Union
3 Research Place
Rockville, MD 20850

Dear Mr. Grissom:

This confirms our understanding with respect to PEB 250 recommendations that requires each employee to contribute to the 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 the lesser of 15% (fifteen percent) of the Carriers' then current Monthly Payment Rate or a frozen cap of **$398.97** (three hundred ninety-eight dollars and ninety-seven cents) for the year 2025 and each year thereafter until a new BRC National Agreement is negotiated and ratified (at which time the full 15% employee contribution rate is reinstated unless otherwise agreed).

If the negotiations for that National Agreement 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 cap above with annual indexing in the involved years, retroactive application will also be applicable to those contribution increases.

This arrangement shall not be cited in future negotiations under Section 6 of the RLA (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 agreement by signing your name in the space provided below.

Very truly yours,

Brendan M. Branon

Brendan M. Branon

I agree:

D. Grissom

D. Grissom

EXHIBIT A
(CARMEN)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY AND ON BEHALF OF SUCH CARRIERS UPON THE BROTHERHOOD RAILWAY CARMEN – DIVISION OF TRANSPORTATION - COMMUNICATIONS UNION/IAM, AND NOTICES SERVED ON OR SUBSEQUENT TO NOVEMBER 1, 2019 BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE BRC-TCU/IAM UPON SUCH CARRIERS.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood Railway Carmen – Division of Transportation-Communications Union/IAM.

Alton and Southern Railway Company
The Belt Railway Company of Chicago
Bessemer and Lake Erie Railroad Company d.b.a. C.N.
BNSF Railway Company - 4
Consolidated Rail Corporation - 2
CSX Transportation, Inc.
Delaware & Hudson Railroad Company d.b.a. C.P. - 3
Gary Railway Company – 1
Grand Trunk Western Railroad Company d.b.a. C.N.
Illinois Central Railroad Company and Chicago, Central & Pacific Railroad Company d.b.a. C.N.
Indiana Harbor Belt Railroad Company
The Kansas City Southern Railway Company
- Kansas City Southern Railway
- Louisiana and Arkansas Railway
- MidSouth Rail Corporation
- Gateway Western Railway
- SouthRail Corporation
- The Texas Mexican Railway Company
- Joint Agency

New Orleans Public Belt Railroad Corporation - 5
Norfolk Southern Railway Company
- The Alabama Great Southern Railroad Company
- Central of Georgia Railroad Company
- The Cincinnati, New Orleans & Texas Pacific Railway Company
- Georgia Southern and Florida Railway Company
- Interstate Railroad Company
- Tennessee, Alabama and Georgia Railway Company
- Tennessee Railway Company

Northeast Illinois Regional Commuter Railroad Corporation (METRA) - 3

Northern Indiana Commuter Transportation District - 3
Port Terminal Railroad Association
Soo Line Railroad Company d.b.a. C.P. - 3
Terminal Railroad Association of St. Louis
Union Pacific Railroad Company
Western Fruit Express Company
Wisconsin Central Ltd. d.b.a. C.N.

Notes:

1	-	Health & Welfare only
2	-	Includes employees represented by the Transport Workers Union of America
3	-	Health & Welfare and Supplemental Sickness only
4	-	Excludes any Section 6 Notices covering employees working under or covered by the Train Inspections at Third Parties Agreement effective June 3, 2014, or any similar subsequent agreements.
5	-	Wages, Health & Welfare and Supplemental Sickness only

- - - - -

FOR THE CARRIERS:

FOR THE BROTHERHOOD RAILWAY CARMEN – DIVISION OF TCU/IAM:

September 14, 2022
Arlington, VA