AGREEMENT

THIS AGREEMENT is made this 14th day of July, 2025 by and between the Union Pacific Railroad Company (hereinafter referred to as the Carrier) and its employees represented by the International Brotherhood of Electrical Workers (hereinafter referred to as the Organization).

IT IS HEREBY AGREED:

ARTICLE I – WAGES

Section 1 - First General Wage Increase

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

(a) Hourly Rates -

Add 4 percent to the existing hourly rates of pay.

(b) Daily Rates -

Add 4 percent to the existing daily rates of pay.

(c) Weekly Rates -

Add 4 percent to the existing weekly rates of pay.

(d) Monthly Rates -

Add 4 percent to the existing monthly rates of pay.

(e) Disposition of Fractions -

Rates of pay resulting from application of paragraphs (a) to (d) inclusive, above, which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(f) Application of Wage Increases -

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

Section 2 - Second General Wage Increase

Effective July 1, 2026, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2026, for employees covered by this Agreement shall be increased in the amount of three-and-three-quarters (3.75) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

Section 3 - Third General Wage Increase

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

Section 4 - Fourth General Wage Increase

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

Section 5 - Fifth General Wage Increase

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

ARTICLE II – VACATION

Section 1 - Vacation for New Hires ("Year 0")

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

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

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

Section 2 - Vacation "Year 1" for Non-Qualifying Employees

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

Section 3 - Vacation Accrual Acceleration

- a) Nothing herein shall modify the following provisions of the National Vacation Agreement (as amended):
 - 1) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
 - 2) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- b) Effective January 1, 2025, the provisions of the National Vacation Agreement will be amended to reflect the following accrual schedules for employees with six or more years of continuous service:
 - 1) Effective with the calendar year 2025, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has six (6) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of six (6) of such years, not necessarily consecutive.
 - 2) Effective with the calendar year 2025, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of fifteen (15) of such years, not necessarily consecutive.
 - 3) Effective with the calendar year 2025, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100)

days during the preceding calendar year and who has twenty-three (23) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of twenty-three (23) of such years, not necessarily consecutive.

ARTICLE III – HEALTH AND WELFARE

Part A – Plan Changes

Section 1 - Continuation of Plan

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

Section 2 - Plan Design Changes

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

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

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

Section 3 - Plan Design Changes to Contain Costs

- a) The Plan's Prescription Drug Card Program and Mail Order Prescription Drug Program shall be revised to include the PBM's full utilization management rules package for specialty drugs and four additional non-specialty therapeutic classifications (anti-infective agents, central nervous system, gastroenterology and ophthalmology).
- b) The Plan shall implement improper billing detection and mitigation programs where available with the Plan's medical vendors.
- c) The Plan shall implement out-of-network referenced-based pricing programs where available with the Plan's medical vendors.
- d) The monthly payment for employees who elect to opt-out of coverage under the Plan will be increased from \$100 to \$200.

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

Section 4 - Plan Design Changes - The Dental Plan

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

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

Section 5 - Plan Design Changes - The Vision Plan

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

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

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

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

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

| | In Network | Out of Network |
|--|---|----------------|
| Deductible | \$2,500 | \$5,000 |
| Out of pocket maximum | \$5,000 | \$10,000 |
| Coinsurance – office visits and in/outpatient care | 90% after deductible | 70% |
| RX – generic coinsurance (retail and mail order) | 10% after deductible | 75% of R&C |
| RX – formulary (retail and mail order) | 20% after deductible | 75% of R&C |
| RX – non-formulary (retail and mail order) | 30% after deductible | 75% of R&C |
| Employee contributions | 10% of payment rate (2025 = \$185.03/month) | |

The plan design changes contained in this Section 6 shall be applicable on the effective date of this Agreement, or as soon thereafter as practicable.

Part B – Employee Sharing of Plan Costs

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

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

Part C - Other

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

ARTICLE IV - GENERAL PROVISIONS

Effect of this Agreement

- a) The purpose of this Agreement is to settle the disputes growing out of the notices served upon the Organization by the Carrier on or subsequent to December 17, 2024 (including any notices outstanding as of that date), and the notices served by the Organization signatory hereto upon the Carrier on or subsequent to December 12, 2024 (including any notices outstanding as of that date).
- b) This Agreement shall be construed as a separate agreement by and on behalf of Carrier and its employees represented by the Organization signatory hereto, and shall remain in effect through December 31, 2029, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- c) No party to this Agreement shall serve or progress, prior to November 1, 2029 (not to become effective before January 1, 2030), any notice or proposal.
- d) This Article will not bar management and the Organization on individual railroads from agreeing upon any subject of mutual interest.

| biglica on the <u>ady</u> of <u>beptember</u> , 2020 | Signed on the $_$ | 3^{rd} | day of _ | September | _, 2025. |
|--|--------------------|-------------------|----------|-----------|----------|
|--|--------------------|-------------------|----------|-----------|----------|

FOR THE UNION PACIFIC RAILROAD COMPANY:

Maqui Parkerson

Vice President, UPRR Labor Relations

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:

Kenneth Cooper

International President, IBEW

Rick Reynoso

Kenneth Cooper International President International Brotherhood of Electrical Workers 900 Seventh Street NW Washington, DC 200010

Dear Mr. Cooper:

This confirms our understanding and agreement regarding the employee contribution to the Railroad Employees National Health and Welfare Plan. For each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for themselves and/or their dependents, a monthly cost-sharing contribution by the employee shall be made in an amount equal to 15% (fifteen percent) of the Carrier's then current Monthly Payment Rate. In the event new collective agreements are not negotiated and ratified prior to January 1, 2031, the monthly cost-sharing contribution will not be increased beyond the rate last established under the terms of the July 14, 2025 agreements.

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

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

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

Sincerely,

Maqui Parkerson

Vice President, UPRR Labor Relations

Agreed: (Signed September 3, 2025)

Kenneth Cooper

International President, IBEW

Rick Revnoso

Kenneth Cooper International President International Brotherhood of Electrical Workers 900 Seventh Street NW Washington, DC 200010

Dear Mr. Cooper:

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

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

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

Sincerely,

Maqui Parkerson

Vice President, UPRR Labor Relations

Agreed: (Signed September 3, 2025)

Kenneth Cooper

International President, IBEW

Rick Reynoso

Kenneth Cooper International President International Brotherhood of Electrical Workers 900 Seventh Street NW Washington, DC 200010

Dear Mr. Cooper:

During the next 90 days, the parties commit to finalizing the establishment and implementation of the Apprentice Program to include the use of experience credit to allow an employee to test out under certain criteria and conditions.

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

Sincerely,

Maqui Parkerson

Vice President, UPRR Labor Relations

Agreed: (Signed September 3, 2025)

Kenneth Cooper

International President, IBEW

Rick Reynoso

Kenneth Cooper International President International Brotherhood of Electrical Workers 900 Seventh Street NW Washington, DC 200010

Dear Mr. Cooper:

The parties agree that the current practice of new-hire employees and their eligible dependents being automatically placed in the interim Managed Medical Care Program (MMCP) upon qualification will continue to apply. New-hire employees will be provided information concerning the benefits available to the employees under the traditional MMCP and the reduced employee-only rate plan. Consistent with current practice, new-hire employees who do not make an affirmative election by the end of the third month following the month the new-hire employee renders the requisite amount of compensated service will automatically be enrolled in the traditional MMCP plan until the next open enrollment period.

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

Sincerely,

Magui Parkerson

Vice President, UPRR Labor Relations

Agreed: (Signed September 3, 2025)

Kenneth Cooper

International President, IBEW

Rick Reynoso

Kenneth Cooper International President International Brotherhood of Electrical Workers 900 Seventh Street NW Washington, DC 200010

Dear Mr. Cooper:

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

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

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

Sincerely,

Maqui Parkerson

Vice President, UPRR Labor Relations

Agreed: (Signed September 3, 2025)

Kenneth Cooper

International President, IBEW

Rick Revnoso



July 10, 2025

Rick Reynoso IBEW, General Chairman 16614 Oakville Street Fontana, California 92336

Dear Mr. Reynoso:

Should the Organization and Carrier initial a Tentative Agreement by July 15, 2025, employees represented by your Organization will receive a pro-rated vacation benefit of three (3) days in 2025 instead of the two (2) days provided in Side Letter #2.

Sincerely,

Maqui Parkerson

Vice President, UPRR Labor Relations



July 14, 2025

Kenneth Cooper International President International Brotherhood of Electrical Workers 900 Seventh Street NW Washington, DC 200010

Dear Mr. Cooper:

This letter of understanding (LOU) will confirm our discussions regarding the carryover of unused paid sick time from year-to-year and the substitution of an employee's unused paid sick time when an employee lays off for Family Medical Leave (FMLA).

Effective July 1, 2025, the following will apply to employees who are entitled to paid sick time pursuant to the April 1, 2023 Paid Time Off for Illness and Wellness Agreement between the Carrier and your Organization:

- 1. An employee will have the option to "bank" up to (32) hours of unused paid sick time in any calendar year, subject to a maximum bank of (160) hours at any given time.
- 2. Employee's banked sick time may only be utilized after all current year paid sick leave time are exhausted in any calendar year and only for documented critical or long-term injury or illness. The Carrier may require the employee to provide a note from a healthcare provider to document the need for utilization of any banked sick time.
- 3. Unused banked paid sick time will be paid out at 100% of their value upon the employee's resignation or retirement.
- 4. Upon an employee's death, voluntary resignation, or retirement, the Carrier will pay out an employee's "banked" unused paid sick time in accordance with Section 3 above.
 - <u>NOTE</u>: An employee who passes away will remain eligible for pay out of the employee's current year unused paid sick time under existing agreement provisions.
- 5. The Carrier may require an employee to substitute any unused paid sick time, including any banked time, when an employee lays off for FMLA leave, as defined in 25 CFR § 825.207, as amended, and to the fullest extent permitted by law. The term "substitute", as defined in 25 CFR § 825.207, means that the paid leave provided by the employer, and accrued pursuant to established policies of the employer, will run concurrently with the employee's unpaid FMLA leave.
- 6. Nothing in this LOU will increase the hours of paid sick time provided to an employee and/or limit the existing rights of the Carrier with respect to the substitution of paid leave.

Office: (402) 544-4135

Mobile: (402) 212-1580

Email: endewald@up.com

Please indicate your concurrence by signing in the space below.

Respectfully,

Agreed: (Signed September 3, 2025)

Liz Dewald

Liz Dewald Director, UPRR Labor Relations Kenneth Cooper

International President, IBEW

Rick Reynoso

Agreed to Q&As Regarding an Employee's Unused Banked Paid Sick Time

- Q1: Does an employee have to be on an approved medical leave to request the use of their banked sick time?
- A1: Yes.
- **Q2:** Who determines if an employee meets the criteria to utilize their banked sick time for critical or long-term injury or illness?
- **A2:** The Carrier's Health & Medical Services.
- **Q3:** Can an employee request their banked sick leave to be paid out?
- **A3:** Yes, the Carrier has a yearly election process for eligible employees.
- **Q4:** How does an employee know if he/she is eligible to request banked sick time to be paid out?
- **A4:** If an employee has banked a minimum of (32) hours of unused paid sick time, the employee will be notified in September of each calendar year of their election to carry over their unused paid sick time or have the (32) hours paid out.
- **Q5:** How long does an employee have to determine whether he/she wants their banked sick to be paid out?
- An eligible employee, once notified, must submit their election no later October 31st of each calendar year.
- **Q6:** What happens if an eligible employee once notified does not make an election by October 31st?
- **A6:** Failure to submit an election will result in the unused paid sick time being automatically "banked" (up to the maximum (160) hours allowed at any given time).
- **Q7:** Can an employee bank more than (160) hours?
- **A7**: No.
- Q8: Can an employee request more than (32) hours of unused paid sick time to be paid out?
- **A8:** Yes, but the additional time to be paid out must be in (8) hour increments (i.e., 40 hours, 48 hours, 56 hours, etc.).

- **Q9:** If an employee does not have a minimum of (32) hours of unused paid sick time banked, can an employee request less than (32) hours to be paid out (i.e., 4 hours, 8 hours, 10 hours, etc.).
- **A9:** No. Pay out of unused banked sick time must be for a minimum of (32) hours.
- **Q10:** How is the value of unused paid sick time calculated?
- **A10:** Payment for the time requested will be calculated at the employee's straight time hourly rate of their current position, or if unassigned, at the last position the employee held and was compensated (subject to applicable withholdings).
- **Q11:** When will an eligible employee, who makes election to be paid out banked unused sick time, receive payment?
- **A11:** Payments will be made in December of the current calendar year.
- **Q12:** Is a furloughed employee considered eligible to have their unused banked sick time paid out?
- A12: Yes, so long as the request is made in the same calendar year as their furlough and the request meets the requirements as outlined in questions 4 through 6 of this Q&A.
- **Q13:** Instead of requesting unused banked sick time paid out, can the Carrier automatically contribute the value into the Employee's Agreement 401(k) Plan account?
- A13: No. Should an employee wish to contribute the paid sick time value into their 401(k) plan, the employee must do that themselves after receiving the payout value.

*******REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***********

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

MODIFICATION TO EXISTING WORK RULES

This Agreement is made by and between the Union Pacific Railroad Company (hereinafter referred to as the Carrier) and its employees represented by the International Brotherhood of Electrical Workers (hereinafter referred to as the Organization) to modify/amend certain work rules currently in effect under the following Agreements:

| April 16, 1942 | IBEW | SP Western Lines |
|------------------|-------------|---|
| January 1, 1956 | IBEW | SP Engineering Maintenance of Way Department (Electrical Workers) |
| April 19, 1957 | IBEW | SP Western Lines Maintenance Operations |
| April 15, 1967 | IBEW | SP Eastern Lines Engineering |
| November 1, 1976 | IBEW | Union Pacific Agreement |
| July 31, 1980 | IBEW | DRGW Agreement |
| December 1, 1985 | IBEW | CNW Agreement |
| January 1, 2003 | IBEW | Telecommunications |

THEREFORE IT IS AGREED:

ARTICLE I: Modification to Bereavement Leave

A. Bereavement leave for employees will be expanded to include the employee's grandparents and grandchildren. Existing terms and conditions applicable to bereavement leave not specifically modified by this Agreement remain in full force and effect.

ARTICLE II: Modification to Paying Off

- A. Unless prohibited by applicable law, all employees will be paid by electronic deposit.
- B. Employees who do not have electronic deposit already established must sign up for electronic deposit by August 15, 2025.
- C. Effective August 15, 2025, paystubs will only be available electronically, unless prohibited by applicable state law.
- D. The Carrier will establish a process to accommodate employees who may not have access to its systems for the purpose of viewing or printing electronically.

ARTICLE III: Modification to Discipline-Investigation Proceedings

A. Virtual Hearings

- 1. The primary and default method for conducting investigative hearings will be via virtual means (e.g., Microsoft TEAMS, etc.). Upon request by either party, the parties will hold an in-person hearing for any case.
- 2. The Notice of Investigation (NOI) will advise of the virtual meeting program to be used to attend the investigative hearing. The parties will work together to make proper accommodations to facilitate virtual hearings.
- 3. The parties will cooperate to ensure exhibits entered into record are viewable by all participating parties (i.e., scan and email; share screen, etc.). This will not restrict the parties from entering additional exhibits as needed concurrent with hearing proceedings.
- 4. The investigative hearing will be recorded and transcribed in its usual and customary manner.
- 5. All due process rights of charged employee(s) will be preserved in all respects with the parties agreeing to utilize virtual investigative hearings.
- 6. Existing terms and conditions applicable to investigative hearings not specifically modified by this Agreement remain in full force and effect.
- 7. The parties recognize the ever-changing nature, state, and impact of technology. Thus, it is not the intent of this Agreement that a single technology, process or application would be forever used and never thereafter changed. Accordingly, the parties mutually agree to meet and discuss where/when more appropriate and applicable technologies become available to conduct virtual investigative hearings and that no such new technology will be implemented without mutual consent.

ARTICLE IV: Modification to Differentials

A. For those employees who meet the criteria, the differential per hour payment outlined under this rule will be subject to all future general wage increases (GWI's) beginning in calendar year 2025.

ARTICLE V: Modification to Shop Craft Holiday Provisions

- A. A regular assigned employee shall qualify for the holiday pay provided for in Section 1 of Appendix C under the following conditions:
 - 1. Service is performed and compensated at a minimum of four (4) hours for the work days immediately preceding and following such holiday.

NOTE:

Paid Sick days and/or "burn provisions" (e.g., supplementing a paid entitlement) when laying off for Family Medical Leave (FMLA) will not count as qualification for holiday pay under this Article IV.

2. Existing terms and conditions applicable to holiday provisions not specifically modified by this Article IV remain in full force and effect.

ARTICLE VI: Modification to Leave of Absence and Absent From Work

- A. An employee who fails to report for duty at the expiration of a leave of absence will terminate their service and seniority, unless a reasonable excuse for such failure is presented not later than ten (10) days after the expiration of their leave of absence.
- B. An employee who is absent except in case of illness or other physical disability, without proper leave of absence, which must be in writing if in excess of ten (10) days, will be considered as having resigned from service and their seniority rights will be terminated.

ARTICLE VII: Pay Equalization

- A. IBEW hourly rated positions that are currently 0.04 cents less than the machinist equivalent position as of June 30, 2025, will be increased by this same 0.04 cents effective with the date of this Agreement.
- B. It is understood this Section VII applies on a one-time basis and will not be applicable in relation to any future wage adjustments.

ARTICLE VIII: GENERAL PROVISIONS

Where rules, other agreements and practices conflict with this Agreement, the provisions of this agreement will apply.

| Signed on theday of | September , 2025. |
|---|--|
| FOR THE UNION PACIFIC RAILROAD COMPANY: | FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS: |
| Liz Dewald | |
| Liz Dewald | Kenneth Cooper |
| Director, UPRR Labor Relations | International President, IBEW |
| | Pallenn |

Rick Reynoso

General Chairman, IBEW

MOA IBEW Work Rule Modifications

Page 3 of 3