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2026-2030

National Agreement

Between

Hallcon Corporation

And

United Electrical, Radio and Machine Workers of America (UE) Locals 155, 977, 1077,1177 & 1477

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LABOR AGREEMENT

THIS AGREEMENT made and entered into as of the 12th day of October 2026, by and between Hallcon Corporation (hereinafter referred to individually and collectively as the "Employer" or the “Company”), and United Electrical, Radio and Machine Workers of America (UE) Locals 155, 977, 1077, 1177 & 1477 (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, it being mutually desired between the parties to bring about and effectuate a spirit of fair dealing, promote the general welfare of the railroad transportation industry and its employees, to maintain the highest standards of safety and cooperation of the industry, holding it in high public repute while resolving disputes and grievances amicably, the parties hereto agree with each other as follows:

ARTICLE 1 RECOGNITION AND SCOPE OF AGREEMENT

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, benefits and conditions of employment, for all full-time and regular part-time road drivers, yard drivers, radius drivers, shuttle drivers, lead drivers, yard managers and yard coordinators, employed by the Employer and currently organized by the UE Union at, or out of the rail yards located in the States of California, Colorado, Illinois, Indiana, Ohio, Oklahoma, New Jersey, New Mexico, Nevada, Louisiana, Wisconsin, Houston, Galveston TX, St. Louis MO, Memphis, Chattanooga, and Etowah TN, Chicago, IL Amtrak, Brewster, Cleveland, Crestline, Youngstown, Mansfield, Carey Station, and Willard OH, Tucumcari and Albuquerque NM, Ottumwa, Waterloo, Fort Dodge, Clinton, and Fort Madison IA, Peoria IL, Keenan, Proctor, Ranier, Two Harbors MN, Pokegama, Portage, Green Bay, Chippewa Falls, Ladysmith, Fond du Lac, Stevens Point, Milwaukee, WI; Topeka & Herrington KS, Corbin and Loyall KY, as well as any and all future locations that the Employer is contracted to perform work within a 100 mile radius of the locations covered by this Agreement but excluding all office clerical employees and guards, professional employees and supervisors as defined in the National Labor Relations Act. The locations covered by this Agreement shall constitute one single bargaining unit.

This Agreement shall also apply to any future sites at which the Union is lawfully recognized as the collective bargaining representative of employees of the Employer. In such cases wage rates (yard, road and shuttle/radius), paid time off (PTO) provisions and benefit contributions shall be negotiated by the Union and the Employer, but all other terms of this Agreement shall apply. The employees currently covered under this Agreement, and those who opt into this Agreement during its terms shall constitute a single bargaining unit.

Upon written request of the Union, the Employer will recognize the Union without an NLRB election if the Union secures a simple majority of authorization cards of the Employees in the proposed bargaining unit, with independent neutral party verification of majority status.

ARTICLE 2 UNION SECURITY & DUES CHECKOFF

SECTION 1: UNION SECURITY

The Employer will not attempt to discourage nor interfere with the right of any employee to join the Union. The Employer will not discriminate against, interfere with, restrain, or coerce any employee because of membership or lawful activity in the Union. The Union will not discriminate against or harass any employee who chooses not to join the Union. The Employer shall distribute in a neutral manner Union welcome literature and membership card electronic links to all new employees.

This material shall be provided to all new hires as part of the Employer’s onboarding . Within 45 calendar days of the execution of this agreement, the Employer and the Union agree to meet to discuss the implementation of union welcome literature and membership card distribution.

The Employer shall promptly collect fully executed membership cards and or submit the signed cards to Uniondues@hallcon.com and a UE email at railcrew@ueunion.org. The Employer agrees that the executed card shall be enrolled in dues deductions no later than the month

following submission. The Employer will also promptly identify which drivers have and have not returned executed Union membership cards.

Subject to applicable law, all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Subject to applicable law, all present employees who are not members of the Union and all individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the sixtieth (60th) day following the effective date of this agreement or the sixtieth (60th) day following employment, whichever is later, become and remain members of the Union in good standing, insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

SECTION 2: DUES

The Union shall assume all responsibility for the distribution and collection of payroll deduction assignment cards for Union dues, assessments, initiation fees or agency fees. Upon receipt of such payroll deduction assignment cards, the Employer agrees to deduct Union membership dues and initiation fees levied by the International Union or the Local Union, through a method mutually agreed to by the Employer and the Union, from the pay of each employee upon receipt of a signed “Authorization for Check-Off of Dues” Form and as long as the employee continues to authorize such deductions in writing. Such forms will be supplied by the Union along with the electronic link.

Barring any unforeseen circumstances beyond our control, sums deducted under the above provisions shall be remitted to the Financial Secretary-Treasurer of the corresponding UE Local designated by the Union on a monthly basis, no later than the 10th day of the following month deductions were taken out of employee’s earnings. If for any reason, dues are not deducted from that pay, the missed deduction will be made from the driver’s next check. Dues arrears shall not be tabulated nor deducted by the Employer for drivers granted a Leave of Absence, Workers Compensation or Medical Leave. Upon return from work from the Leave of Absence, Workers Compensation or Medical Leave, the driver(s) shall be restarted on regular dues deductions and pay dues if the driver has hours worked in the month of their return.

If a driver incurs a debt with regard to union dues because of failure to authorize dues payments in a timely manner under Section 1 of this Article, the Union shall provide an authorization to the Company to deduct arrears and the employer shall deduct additional dues until the total arrears authorized have been deducted.

In the event that an employee is promoted to management or leaves a bargaining unit role, the employer shall cease dues deductions by the issuance of the first paycheck for which they performed no bargaining unit work.

SECTION 3: NEW EMPLOYEE ORIENTATION

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The Employer will notify the Union of the date and time of pre-arranged new-hire orientation sessions 24 hours prior to the session. The Union shall have thirty (30) minutes on the property to address the new hires at the end of the new-hire orientation. The Union personnel as well as new employees shall be paid for the thirty (30) minutes. This will count as hours worked and will be compensated.

ARTICLE 3 HOURS AND WORKWEEK

SECTION 1: WORK WEEK

Shuttle, radius and yard full-time hours of work will be

a. eight (8) hours per day, 40 hours per week; or
b. twelve (12) hours per day, at least 36 hours per week.

The normal hours of work for road drivers will be forty-eight (48) hours per week. Road drivers will make themselves available on their road board for no less than 48 hours each week. This is not a requirement that they work 48 hours. There shall be no penalty for a road driver refusing additional work above the normal hours of work in a work week. Drivers in van parked areas who work over 53 hours in a work week shall be taken off the main board and put on a backup board. They can remain on the backup board on their day off if they so desire. The work week will begin at 12:00 a.m. on Sunday and end at midnight the following Saturday. For New Jersey drivers the work week will begin at 12:01 a.m. on Friday and end at 12:00 midnight the following Thursday.

SECTION 2: WORK SCHEDULES

Before a permanent change of start times for regularly scheduled shuttle, radius or yard assignments in a particular location, the Employer will give the Union and affected employees ten (10) days advance notice and the opportunity to discuss the change. This shall not apply in the case of emergencies, when employees are called in to cover the shift of another employee due to absences, for shift changes of less than two (2) weeks or shift changes that do not affect all employees.

In cases when the Employer receives less than ten (10) days' notice from its customer, the Employer shall inform affected employees as soon as possible. If the employer or its client cancels up to 7 days of work, the Employer shall schedule affected drivers in attempts to supplement the affected drivers for their time missed within the next 14 calendar days if such work is available. If the employer fails to inform drivers of available supplemental work for their time missed within the next 14 calendar days, then the Employer shall pay the driver a busted trip fee for the missed shift(s), as per Article 27.

All fulltime road employees shall be scheduled two consecutive days off by seniority, unless the employee requests staggered off days. When yard or shuttle shifts are re-bid or newly created, managers will make every effort to create schedules for the yard or shuttle where the off days are consecutive.

Yard drivers, shuttle and radius drivers will be scheduled at least two days off by seniority. Part-time yard, shuttle, and radius drivers can be regularly scheduled for less than 40 hours per

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week. Yard, shuttle, and radius drivers are also allowed to be scheduled for 1 or more days in the yard and work on the road board in any given week if the HOS requirements are met. If a driver bids on and receives a permanent yard shift, regardless of the length of the shift, the driver shall be paid yard pay for the time worked on that yard shift. Any driver with three or more permanently bid yard shifts per week shall be classified as a yard driver.

Drivers will not be penalized for failing to answer a call or respond to a call from the Employer on the driver's day(s) off.

SECTION 3: AVAILABLE WORK SELECTION

Drivers shall be given preference for available work hours based on seniority

A. Radius, shuttle & Yard drivers shall be allowed to preference additional available scheduled work in the location they are assigned by seniority. If a driver is regularly scheduled less than 5 days in a workweek and available scheduled days open up in the yard, shuttle or radius location in which they work, the driver with seniority in the particular location shall be awarded that work. Drivers are allowed to remain part time.
B. Road drivers shall select their assigned days off two (2) times per year by seniority on or about August 31st and March 1st of each year. Local management shall begin this process no later than February 15th and August 15th respectively. All drivers on each road board shall be called by local management and offered to change scheduled off days at least 2 weeks prior to the March 1st and August 31st dates. If a driver is skipped, the process shall be repeated until all drivers are given the opportunity to change or keep their scheduled off days.
C. Standing orders (routinely scheduled over the road trips, as requested by the railroad) shall be bid according to seniority and awarded to the most senior road driver on the relevant road board. All other specially-requested work (flag jobs, irregular jobs, assists) shall be assigned to the first-out road driver via the typical road board dispatch process, absent special requirements.
D. Management shall use and maintain a regular overtime list to be used for each yard. Drivers must request in writing to be on the overtime list or to be taken off the overtime list.

SECTION 4: ROAD DRIVER HOURS

There is no guarantee of hours per day or per week, but the Company shall make every reasonable effort to provide drivers with 40 hours per week, within the confines of the contract. Drivers' hours may fluctuate based on business operations and client needs. The Employer shall continue to regularly provide to the Union (and the Employer shall provide directly to the steward upon request) a bi-weekly report with the following information:

a) The actual and target road driver count by location based on 120% of trailing 6-week volumes (hours).
b) The number of OOA drivers assigned to each location over the past 2 weeks., The number of trips accepted, and trips worked per driver location over the past 2/4/6 week trailing period.
c) Individual and location average trip acceptance rates, for all trips, including ASAP trips, and non-ASAP trips where possible.
d) Individual and location average weekly hours of driver availability on the board

SECTION 5: LAYOFFS OF ROAD DRIVERS WHEN OVERSTAFFED

A location that data shows road drivers averaged 35 hours or less per week and drivers were available to work (i.e. on the board and trip acceptance over 85% for regular non-ASAP trips) may be deemed to be overstaffed. The Union shall notify the Company that it believes a location meets this standard and the Company's leaders of Labor Relations and Rail Operations shall have ten days to render a decision on whether the location is overstaffed. Secondary vendors and OOA drivers shall not be utilized in the overstaffed location(s) unless drivers are unavailable for work or there is an emergency. If reducing the secondary vendor and OOA does not correct the low hours, a reduction in force will be triggered by inverse order of seniority. If the Union disagrees with the Company's determination that a location is not overstaffed, the Union reserves the right to proceed to the grievance and arbitration process under Articles 9 and 10 to address the matter.

SECTION 6: NO TEMPORARY WORK

The Employer shall not hire temporary workers or contract employees. This does not preclude the Employer's existing practice of using back-up taxi vendors when drivers are not available on the board or at the direct request of the railroad.

SECTION 7: BONUS PROGRAM

The parties shall incorporate the attached MOA for a driver incentive program three months after ratification into this contract. The Parties shall meet within 45 days of ratification to discuss the process for implementing Hours of Availability by seniority.

ARTICLE 4 WORK TIME

SECTION 1: WORK DUTIES

Work time shall include but not be limited to: Meal and rest periods, time spent on an assigned yard, shuttle or radius shift, time spent on an assigned trip as defined in Section 2 of this Article, time spent after being dispatched for a trip but waiting for an Employer vehicle, time spent waiting for a crew, all time spent performing vehicle inspections, all time spent performing van swaps, all time spent performing vehicle maintenance (including wait time and time spent driving to and from the maintenance facility), Department of Transportation (DOT) Physical (including wait time and time spent driving to and from the facility), all time spent performing washing vans and/or cleaning the interior of the vehicles (including wait time and time spent driving to and from the facility), undergoing testing for controlled substances and/or alcohol (including wait time and time spent driving to and from the testing facility), and all time spent processing necessary paperwork for the Employer, fueling the vehicle, training, Employer business, time spent in any disciplinary meetings, ROC meetings, retraining and safety meetings. All work time shall be deducted from Hours of Service.

SECTION 2: PAYMENT FOR VAN SWAP DRIVERS START AND END TIMES

Once a van swap driver receives a trip under the board rotation system, the driver's work time will initiate and terminate as follows:

The Start time will begin at the scheduled pick-up time or the arrival time (whichever is earlier) for all home trips. Estimated times shall have no bearing on how a driver is paid for the work performed.

Away trips will begin when the driver departs for their pickup. - The end time will terminate at the final drop location for home drops. - The end time will terminate at the end of trip for away from home drops.

A driver shall be deducted only one commute time per 24-hour period. A commute time is understood to be the period of time from home location. They will not be charged a second commute time.

There shall only be one physical address assigned to any location for the road drivers home yard location. The employer shall not change this location without first notifying the Union at least 30 days prior to a change, unless shorter notice is required by client or location needs.

For purposes of defining home locations, the home location will be considered any trip that originates or ends in: (add as appendix by state for yard locations).

SECTION 3: FOR AREAS WHERE DRIVERS PARK VANS

The start time for all drivers shall be when the driver logs into the IVR and starts a trip and the end time shall be when the driver ends a trip.

ARTICLE 5 ROAD BOARD ROTATION

SECTION 1: ON AND OFF THE BOARD DURING WORKEEK

A driver who has been on a road rotation board for at least 12 consecutive hours (combination of all on-call, on duty, drive time, and Employer business time) may contact a Local Manager to put themselves onto rest for 9 undisturbed consecutive hours. It shall be the responsibility of the employee to monitor and determine his or her length of time on a rotation board under this Section. Drivers shall not book rest if they have been on the board for less than 12 consecutive hours.

All road drivers on days off shall be taken off the board. Road drivers that wish to work overtime must be listed on the backup board and shall be booked onto the board by management at the bottom of the board.

All road drivers in van parked areas on rest shall ride the board until they refresh in the position they were at. Drivers with less than 2 hours HOS shall be placed on rest. A driver shall have the right to book off the board during this period and shall start back to work at the bottom of the board. A driver that books rest shall be on rest until the rest period is completed.

All road drivers in Van Swapped areas on rest shall be taken off the board and come back off rest at the bottom of the board. Drivers with less than 2 hours shall be removed from the board for van swap.

A road driver that accepts a yard shift shall be removed from the board. The road driver shall be paid at their road rate or other premiums, whichever is highest when working that yard shift.

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The yard hours worked shall be deducted from the road drivers' available hours and HOS. Payroll will process all work done by road drivers at the road rate.

Supervisors, managers, and dispatchers shall not influence the movement of the road board. The Employer will not deviate from the general rotation on the board. The employer shall not select drivers for over-the-road trips in any discriminatory or nepotistic manner or in any way that creates a pattern of favoring junior drivers over those with more seniority.

SECTION 2: ROAD DRIVERS FIRST CALL TO WORK AT THE BEGINNING OF THE WORKWEEK

The first call to work after days off shall be 48 hours from the last hours worked.

SECTION 3: ANSWERING THE FIRST CALL TO WORK AFTER REST

The first call to work shall be via telephone. Other methods can be added to augment the first call to work.

Road drivers should remain available for work if they are to remain on the road board. Drivers should remove themselves from the board prior to receiving a trip if they are fatigued or going on rest. If a road driver in the number 1 position does not respond after two phone calls, the dispatcher shall go to the second driver on the road board. The driver in number 1 position shall receive a second call to work. The driver in number 1 position that did not respond to the 2nd call to work shall be moved to the bottom of the board. Dispatch shall call the second driver at least two times before moving to the next driver in line.

SECTION 4: VAN PARKED LOCATIONS ONLY:

On call road drivers will be dispatched by a board rotation system. If a driver receives an initial trip that is 4 hours or less, they shall be placed in the #1 position on the road board for their next HOS qualified trip and they will be placed back on the top of the board behind the last short trip driver, on a first in, then first out basis. This shall only be permitted one time within 9 hours of the commencement of their first trip. The driver shall be placed at the bottom of the board after the second trip.

SECTION 5: VAN SWAP BOARD ROTATION RULES ONLY

1. On call drivers will be dispatched by a board rotation system. Once a driver receives a run, they will continue to receive trips until their hours for the day are completed. Driver rotation for these drivers will be determined by first in first out.

2. A driver that is unavailable for work for any reason, including rest, will be removed from the board. Upon their return, they will be placed at the bottom of the board.

3. If a driver has less than 2 hours (1 hour and 59 minutes or less) of HOS, they will be automatically put on rest and removed from the board.

4. All drivers will be assigned a regular van partner and management will set up a swapping schedule for each pair. Van partner pairs should be in the same road board/department. Van swaps shall be facilitated by the supervisor or manager. Drivers shall not be made to perform van swaps during their hours of rest or on their scheduled days off. Before going on rest or days off, a driver should complete a van swap with the driver's assigned van partner. If a driver

is going off duty or on rest and not able to reach their van swap partner to swap the van, they must contact a local manager to facilitate the swap. If management fails to answer, the driver shall attempt to contact the site supervisor and Regional manager to notify them, and the driver is released for rest. Drivers should attempt to not go on rest or days off in possession of a van without permission from a local manager. On Call Drivers, in non-parked areas, will continue to be able to take their van home. Failure to participate in van swap arrangements with a van partner may result in discipline, up to and including termination.

SECTION 6: FAIR BOARD ROTATION VAN SWAP & VAN PARK

No driver shall be disciplined if they are provided less than 45-minute notice from the time the driver accepts the trip dispatch to the time the employee starts the trip.

ARTICLE 6 OVERTIME & TEMPORARY YARD VACANCIES

SECTION 1: CONDITIONS

Time and one-half an employee's regular hourly rate shall be paid for all work performed in excess of 40 hours per week, this includes safety training, vehicle inspection, disciplinary meeting or any other category listed in Article 4 Work Time. Road drivers shall be paid time and one half for all hours worked over 40 hours at their road rate of pay. With due regard for the need for efficient operations, the Employer will make every reasonable effort to give advance notice of overtime work for each yard, shuttle and radius board as soon as possible and to distribute overtime equally by seniority.

Management shall use and maintain a regular overtime list to be used for each yard, shuttle and radius road-board and railroad. Seniority for those that have signed the overtime list shall be the guiding factor for the distribution of overtime. Drivers must request in writing to be on the overtime list or to be taken off the overtime list.

SECTION 2: TEMPORARY SHUTTLE, RADIUS OR YARD VACANCIES

When a scheduled or unscheduled vacancy occurs in a yard, shuttle and radius location, or new work is ordered by the railroad, the Employer shall fill the vacancy immediately by calling employees by seniority order from the overtime list in the following order prior to the start of the shift:

1. An employee assigned to the yard, shuttle or radius board in which the vacancy occurs who is scheduled for less than 40 hours.

2. By offering to split the shift between employees scheduled for 8 hours assigned to the shift prior to and after the vacancy. For 12-hour employees, step 3 will be followed below:

3. By calling the first out road driver assigned to the board that works from the yard, radius, shuttle in which the vacancy exists. If the first out Road Driver refuses to accept the yard radius, shuttle shift or is not yard qualified, the working manager can proceed to the second person on the board and offer the shift. If the second person refuses, the working manager will proceed to Step 4 below. The entire road board is not to be called

to find coverage. No driver shall be disciplined for refusing a yard, shuttle or radius shift. Road drivers covering temporary vacancies shall be paid at their road rate.

4. By calling rested and available full-time yard drivers assigned to the yard in which the vacancy occurs in seniority order, provided, that the Employer need not call an employee who is either a.) Is not rested for the vacant position, or b.) Would not be rested for their own shift by virtue of working the vacant position.

Before a driver is placed on the overtime list, they shall be pre-qualified to work in the yard (including radius and shuttle vans) and their failure to complete tasks to get pre-qualified to work in a yard will render them ineligible to receive overtime assignments.

SECTION 3: BACKUP ROAD BOARD AND ROAD DRIVER AVAILABILITY

Each location shall keep a backup road board. Supervisors shall place a driver on the backup board at the verbal or written request of a driver seeking to work additional hours on their off days or whenever no other drivers are available on the main road board. Backup board rotation shall occur identically to main board rotation, with drivers who have been waiting on the backup board longest called for trips first.

Dispatch shall only utilize drivers on the backup board when no driver is available on the location's main road board. If no driver is available on the main road board, management shall call all available and rested drivers on the backup board following board rotation rules. After the backup board is exhausted, management may call any available and rested driver on the main board in any nearby UE location for which drivers could feasibly make the scheduled pickup time, at its discretion.

SECTION 4: NO PENALTY FOR COVERING VACANCY

No driver shall be penalized for covering a yard vacancy under this Section by virtue of being forced to miss an otherwise regularly scheduled shift/day for which the driver is rested and available. The Employer shall have the option to allow the employee to work the shift/day at the applicable premium rate, or to require the employee to miss the shift/day and pay the employee eight (8) hours at the employee's regular rate. In the event the Employer opts to pay and require the employee to miss the shift/day, the hours paid to the employee shall not count as hours worked. The Employer shall make every effort to avoid mandatory overtime.

Drivers shall be paid time and one half (1 ½) for any mandatory overtime or being told to stay over without prior notice of 72 hours or more. This does not apply in States where the payment of overtime after 8 hours is mandatory.

SECTION 5: CALIFORNIA AND NEVADA DRIVERS OVERTIME

Time and one-half (1&1/2) an employee's regular hourly rate shall be paid for all work performed in excess of eight (8) hours in a workday or forty (40) hours per work week as well as two times their hourly wage rate for all hours worked over twelve (12) hours in a work day. The Employer shall pay an employee time and one half (1&1/2) for the first eight (8) hours worked on any 7th consecutive day of work in any work week and double time for any hours worked over eight (8) on the 7th consecutive day.

The Employer shall have the option to allow the employee to work the shift/day at the applicable premium rate, or to require the employee to miss the shift/day and pay the employee eight (8)

hours at the employee's regular rate. In the event the Employer opts to pay and require the employee to miss the shift/day, the hours paid to the employee shall not count as hours worked

ARTICLE 7 BREAKS & MEAL PERIOD

All drivers shall have the right for one (1) thirty (30) paid meal break during each 8-hour period. In addition, all drivers shall have the right to take two-ten-minute rest breaks for each 8 hours worked. All drivers will take breaks in a manner that does not disrupt customer service.

Managers and supervisors will notify the Railroad in writing of such meal and break periods if the railroad facility is not abiding by this provision.

Drivers have the right to waive their meal period. The Employer shall relinquish control over the employee's duties and permit a reasonable opportunity for an uninterrupted 30-minute paid meal period. The first meal period shall take place after no more than 5 hours of work and a second meal period after no more than 10 hours of work.

The work period of 8 hours shall be inclusive of the 30-minute paid meal break and two-10-minute paid rest breaks. All drivers shall have the right to refuse work while on either their paid meal break or paid rest break(s). Meal and break periods may not be combined nor used at the end of the shift.

The 12-hour Shuttle, radius and yard driver shifts shall be afforded all meal and break period rights under this contract.

CALIFORNIA DRIVERS ONLY

All drivers who work more than six (6) hours a day must take an uninterrupted meal period of at least 30 minutes during which they are to be relieved of all duties. Meal periods must begin by the end of an employee's fifth hour of work. Employees who work no more than six (6) hours a day may voluntarily agree to waive their meal period (in writing) for that day if their supervisor agrees to allow such a waiver. Employees who work over six (6) hours may not waive their meal period. Employees who work more than ten (10) hours a day must take two uninterrupted meal periods of thirty (30) minutes each during which they are relieved of all duties. The second meal period must begin by the end of an employee's tenth hour of work. Employees are not to be on-call or on-duty during either rest breaks or meal periods. Employees should not perform any work during either rest breaks or meal periods. For example, when Road Drivers are asked to return telephone calls as soon as possible, it does not mean Road Drivers are to interrupt their meal periods or rest breaks. They should return calls only after they completed their uninterrupted rest break or meal period. Employees should not decide on their own that business needs will prevent them from taking timely meal and rest breaks. Before either missing or taking a late meal or rest break, employees are required to first check with their supervisor so that adjustments can be made if necessary.

The Employer must provide a 30-minute paid meal period if the driver is on duty more than five hours, except if the total work period is no more than six hours. Meal periods may be waived. A second meal period of not less than thirty minutes is required if an employee works more than ten hours, except that if the total hours worked is no more than 12 hours, the second meal period may be waived only if the first meal period was not waived. Meal periods are counted as hours worked. The Employer shall provide a means for drivers to log in and out their meal period via the IVR or other electronic means.

ARTICLE 8 FATIGUE

Road Drivers who are fatigued or ill are to call dispatch, to be removed from the Board or placed on rest prior to being called out. If management or a member of dispatch calls a driver while on rest, the driver's rest shall be extended for up to 8 hours at the driver's option.

Road drivers shall be berthed at the Employer's expense if the driver is away from their home city and the driver is out of HOS hours or fatigued. Drivers who shall be berthed will be paid a per diem of $35.00 per night via a pre-paid card. The Employer agrees to berth the employee in a nearby hotel as soon as possible. Should a driver feel the provided housing presents a threat to their health or safety, they may immediately request an inspection of the housing facility and should the claims be validated, they shall be moved to an alternate and improved housing situation. Should a dispute arise over the validity of such a claim, the Union will be notified and may take action as it sees fit to remedy the situation.

Road drivers are responsible for obtaining proper rest.

Road drivers who notify the Employer that they are unable to accept a trip due to fatigue and remove themselves from the board prior to call-out, will not be subject to discipline as defined in the discipline and discharge article. If the driver is on a trip, and or has called dispatch to be removed from the board and they are called for another trip, the driver cannot be disciplined for refusing the next trip if they are fatigued.

ARTICLE 9 GRIEVANCE PROCEDURE

A grievance is an allegation that the Employer has violated the terms and conditions of employment as set forth in this Agreement, or the parties' established past practice related to terms and conditions of employment.

Grievances not filed or advanced by the timelines outlined below shall be deemed closed and shall not proceed further in the grievance procedure unless the parties mutually agree to extend the timelines. The employer shall respond to all Requests for Information connected to a grievance or potential grievance within 7 calendar days. If the employer is unable to respond to an RFI within 7 calendar days, they shall notify the Union and provide a reasonable extension to the timeline. Grievances shall be taken up as follows:

STEP 1: Any employee who has a grievance may, at their option, discuss the same with the Site Supervisor or Regional Manager with or without a steward, in order to resolve the matter before reducing it to writing. If the matter is not resolved, the grievance may be reduced to writing and filed with the Regional Manager or their designee by the steward. Grievances must be filed within 14 calendar days of the event giving rise to the grievance. The written grievance must contain a short statement of the contractual violation alleged, including name(s) of drivers impacted, location(s) and date(s) of concern, the basis for the complaint, etc, and must be provided to Hallcon Labor Relations for tracking purposes.

The Regional Manager or his or her designee will hold a meeting in-person, via telephone or via videoconference within seven (7) days from the date on which the grievance is filed. The grievance will be assigned a grievance number by Hallcon Corporation Labor Relations when sent to grievances@hallcon.com.

The Regional Manager or his or her designee will submit a written answer to the grievance within seven (7) days after the Step 1 meeting is held. The Step 1 response will be provided by e-mail at the email address designated by the Union. If the Regional Manager does not respond to a 1st step grievance within 7 days of the meeting or the Regional Manager fails to meet with the Union within ten (10) days from filing, the Union may automatically escalate to Step 2.

STEP 2: If the grievance has not been satisfied in Step 1 the Union may refer the grievance to the Labor Relations team within seven (7) calendar days after the Employer's written Step 1 response. Step 2 meetings will be held in-person, via telephone, or via videoconference and within ten (10) days from being advanced to Step 2. The Union and the Employer are responsible for scheduling of Step 2 grievances on a date that works for both parties.

The Labor Relations team will submit a written answer to the grievance within seven (7) calendar days after the grievance is discussed at a Step 2 meeting. The General Manager's response shall be provided via e-mail, at the email address provided by the Union.

Any grievance contesting discipline or a hold shall be automatically filed at Step 2 and heard at Step 2 or 3.

STEP 3: If the grievance has not been satisfied in Step 2, the Union may refer the grievance to the Director of Labor Relations (i.e. the leader of the Employers Labor Relations team) within fourteen (14) calendar days after the Employer's written Step 2 response was due. Notification of advancement must be given to the Employer's Director of Labor Relations or the grievances@hallcon.com electronically.

The Director of Labor Relations or his or her designee will arrange a meeting within 7 days from the advancement of the grievance to the 3rd step, unless the parties mutually agree to an extension. If the Union fails to respond to scheduling communications for the Step 3 meeting within 14 calendar days, the grievance shall be dismissed. Grievances involving discharge/termination and class action grievances shall be filed and heard directly at Step 3 and the Steward shall notify the UE Conference Board Secretary of the filing of the grievance.

The Director of Labor Relations will submit a written answer via e-mail to the grievance within seven (7) calendar days after the grievance is discussed at a Step 3 meeting.

Stewards may investigate grievances during work time so long as there are no interruptions or interference with customer service due to such investigation by either the steward or any other employee.

If the Employer fails to answer a third step grievance within 30 days of the 3rd step grievance meeting, the grievance shall be granted. If the 30th day falls on a weekend, holiday (government holiday or holiday in this agreement), or the Employer establishes extraordinary circumstances that justify the retroactive extension, the deadline to answer the grievance shall automatically extend to the next business day. The Union may warn the Employer prior to the 30-day grievance granted deadline.

ARTICLE 10 ARBITRATION

If the grievance is not settled in Step 3 and the Employer's final answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration by giving written notice of its desire to

arbitrate to the Director of Labor Relations or his designee within 31 calendar days after the date of the Employer's Step 3 response. If a grievance is not so advanced to arbitration within 31 calendar days, it shall be denied and the basis for the grievance shall be waived. All time limits in the grievance and arbitration procedure are conditions precedent to arbitration and to the arbitrator's jurisdiction and may be extended only by mutual written agreement of the parties. The arbitrator shall have no authority to waive, excuse, toll, or extend any time limit for any reason.If the grievance is appealed to arbitration, the Union may request a panel of arbitrators from FMCS from whom the Employer and the Union shall alternately strike names, with a flip of a coin determining the party striking first to select an arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The award of the arbitrator shall be final and binding on the Employer, the Union and the employees involved. The expense of the arbitrator, including the fee shall be shared equally by the Employer and the Union.

ARTICLE 11 DISCIPLINE AND DISCHARGE

SECTION 1: JUST CAUSE

No employee shall be disciplined or discharged except for just cause.

SECTION 2: UNION REPRESENTATION

An employee shall, upon request, have the right to have a Union steward or representative who is available present whenever the employee is to be interviewed regarding events or behavior which may lead to possible future discipline of the employee. In the event a Union steward is not immediately available, the Employer shall wait until a steward is available before proceeding with any such interview, not to exceed forty-eight hours. This pre-disciplinary meeting can take place over the phone or by video conference with the Union Steward present. In such cases, the driver and the steward shall be paid for the meeting. Nothing contained in this Section shall infringe upon an employee's Weingarten Rights. In areas where Road Drivers take vans home (non-parked), Stewards will continue to be able to take the Employer's vehicle to in-person grievance meetings.

SECTION 3: NOTICE OF DISCIPLINE AND RULE VIOLATION

The Employer shall give a copy of any written and/or electronic disciplinary action, including termination paperwork, to the affected employee on the date such disciplinary action is taken, and on working time. Any driver given a coaching or ROC over the phone shall be paid a minimum of two hours pay at their regular rate, if they are not already on paid time. The date for disciplinary meetings shall be set up between the parties mutually. Drivers shall not be penalized for being unavailable for disciplinary meetings over the phone.

No driver who receives a "Chargeable Accident or Incident Letter" as described in the Employers Handbook shall be disciplined or terminated based solely on a letter being generated based on an alleged accident or incident. This will not apply to violations based on information contained in a driver's MVR report.

SECTION 4: PROGRESSIVE DISCIPLINE

The Employer shall adhere to its policy of progressive discipline except in those cases where the totality of the circumstances warrants departure from the general progressive disciplinary steps, and in circumstances which warrant immediate discharge under the Employer's work rules or policies provided such policies are compliant with this Agreement. For purposes of progressive discipline, discipline shall remain active in an employee's file for no more than 90 days after issuance. At such time, except in extraordinary circumstances, the discipline shall no longer be considered as a factor in assessing discipline against an employee. Discipline shall not be removed from an employee's file under any circumstances. Discipline tracks shall not be stacked. Rather, safety violations, Employer policy violations and attendance violations will progress separately. For the purposes of progressive discipline, hotline complaints in and of themselves shall not amount to policy, safety or attendance violations unless such hotline complaint is specifically investigated and proven and unless the involved employee is afforded notice and an opportunity to respond to the complaint.

Discipline shall be given within seven (7) calendar days of the Employer's knowledge of the infraction, unless the Employer reasonably has not concluded its investigation into the matter triggering the discipline, in which case the Employer will notify the employee and the Union of the need to continue the investigation before the expiration of the initial investigation period. In cases of HR investigations induced by an outside legal authority, sexual harassment allegations, workplace violence allegations, or domestic violence allegations such timelines may be extended without notice due to confidentiality concerns. The union may request updates regarding the status of such investigations.

Road drivers who exhibit a pattern of and/or excessive instances of removing themselves from the board, refusing a trip or failing to complete an assigned trip shall be subject to progressive discipline. Discipline for attendance includes: refused trip, failure to respond, late trip, yard absence and/or late arrival or departure.

SECTION 5: FIELD REQUEST, HR HOLD AND SUSPENSION

Managers shall not place drivers on field request in a retaliatory manner or for a driver requesting to exercise their Weingarten rights. Drivers who are in pending investigation status shall be notified immediately along with Union. Drivers that are disciplined and receive a suspension shall serve the suspension immediately.

All suspensions, HR Hold, Field Hold and or ongoing investigations shall be paid if such discipline is unwarranted. No unpaid HR Hold, Field Hold, or Admin Hold shall last longer than 7 days. After a hold extends past 7 days, the employer shall pay the employee as if they worked their regular schedule.

SECTION 6: DISCIPLINE NOTIFICATIONS TO THE UNION

The employer shall provide to the Union a weekly report listing any termination, suspension, and HR hold issued to any driver in the bargaining unit. The report shall include the reason for discipline or hold and the name and department of the affected Employee.

The parties shall meet within 45 days of ratification to review updated ROC guidelines.

ARTICLE 12 SAFETY CAMERA OR OTHER SURVEILLANCE

SECTION 1: SAFETY CAMERA

In instances where the Employer is engaged in the surveillance of employees through the use of Safety Cameras, drivers shall not be disciplined for the mere fact that the Safety Camera is activated. However, in such instances when the Safety Camera is activated and it records an unsafe driving event, violation of Employer work rules, policies or a safety violation, the employee shall be subject to discipline under the Employer's disciplinary policy. The Employer shall take into account the totality of the incident in administering such discipline. The Union reserves the right to contest any such discipline under the Grievance and Arbitration procedures set forth in Articles 9 & 10 of this Agreement. Retraining resulting from a Safety Camera incident is not considered discipline under Articles 9, 10, & 11 (Grievance, Arbitration, Discipline and Discharge) of this Agreement.

SECTION 2: SAFETY CAMERA FOOTAGE

The Employer shall share a requested Safety Camera video, if available, within 7 calendar days upon the union's request. The video request must be within 30 days of the event in question.

The Employer shall not activate the Safety Camera audio recording function without advance notice to the Union.

The Employer shall continue its general practice of manually reviewing Safety Camera footage to identify drivers prior to issuing any discipline or non-virtual coaching. The union reserves the right to grieve discipline under Articles 9 and 10, if an Employee is misidentified by Safety Camera artificial intelligence technology.

SECTION 3: SAFETY CAMERA REVIEW MEETINGS

The Employer shall not place drivers on field request because they request Union representation for a Safety Camera review, but if a driver declines the Employer's first attempt to schedule such a review due to a request for Union representation, the Employer will immediately identify an alternate time for the meeting, and the meeting will be held at that time regardless of whether a Union representative is present. It shall be the employee's responsibility to request, obtain and procure Union representation if desired.

All time spent at a Safety Camera review meeting shall be compensated at the employee's regular or overtime rate, whichever applies. Road drivers attending Safety Camera review meetings shall enter "Employer business" code into the IVR system for time actually spent in the meeting. Yard drivers attending Safety Camera review meetings outside of regularly scheduled work hours shall complete a training verification form to ensure proper compensation. Union representatives shall not be paid for time spent representing employees at Safety Camera review meetings.

To the extent possible, Safety Camera review meetings will take place during regularly scheduled work hours. The Employer shall not require an employee to attend a Safety Camera review meeting on the driver's day off.

The Employer will conduct Safety Camera review meetings for radius, road, shuttle & yard drivers at the employee's assigned reporting location or by video conference. Note: radius

drivers may be required to meet a manager anywhere in the field during a shift to conduct a Safety Camera review meeting.

SECTION 4: SURVEILLANCE, VIRTUAL COACHING, AND DISCIPLINE

Safety Camera virtual coaching alerts shall not be used for discipline. Drivers will continue to receive discipline if a G-force incident triggers the Safety Camera and the Camera records behaviors in violation of the ROC guidelines.

With the exception of discipline for speeding, the company shall not discipline drivers based on Safety Camera footage unless a G-force incident activates the Safety Camera. If additional situations arise where the Employer believes discipline may be appropriate for members of the bargaining unit, the Union will be notified and the parties will meet and confer.The employer may issue progressive discipline for speeding only after a driver receives Safety Camera virtual alerts and coaching, yet does not correct the behavior. The Union may request the GPS coordinates of where an alleged speeding infraction occurred.

The Employer shall not use Safety Cameras to surveil drivers in real-time through “live look-ins”.

ARTICLE 13 UNION ACTIVITY

SECTION 1: UNION VISITATION

Union Representatives shall have access to the Employer’s facilities subject to the requirements of the Railroad for the purpose of administering this Agreement provided such visits do not interfere with the duties assigned to employees or interfere with any of the operations with the Employer. The Union representative shall contact the appropriate management person or his/her substitute before visiting the work site. The Employer will provide authorization forms to the Union regarding E-Rail Safe Certification in order for Union Representatives to gain access to rail yards where necessary.

SECTION 2: UNION STEWARDS

The Union shall notify the Employer of the names of stewards and other Union officers who will be responsible for administering this Agreement. Road drivers conducting such business shall not be required to remove themselves from the board. In the event that a road driver steward removes themselves from the board to conduct business as described above in this Section, the road driver shall be placed back in the rotation board in the position last held when returning to service. It shall be the responsibility of the steward to contact dispatch to make any necessary adjustment under the Section.

Stewards shall have the right to investigate and process grievances during work hours, provided such activities do not interfere with, delay, or impact the responsibilities of the steward or any other employee.

The Employer shall make reasonable efforts to hold scheduled first step grievance meetings at or near yard stewards’ regularly assigned work location during the stewards’ shifts. If the stewards’ work load does not permit the meeting to take place during their regularly scheduled

shift, then the meeting shall still take place at or near the stewards' work location, but the stewards' time shall not be compensated.

SECTION 3: UNION LEAVE OF ABSENCE

The Employer will not unreasonably deny Union requests for employee leaves of absence for Union activities, provided such requests are made at least seven (7) days in advance of the date upon which the leave is to begin. Leaves requested less than seven (7) days' notice shall not be unreasonably denied.

Any employee on Union Leave under this Section shall accumulate seniority during the period of their leave of absence. Upon completion of such leaves of absence, such employees shall upon the basis of their accumulation of seniority, be returned to their former or similar position at the going rate at the time of their return, and without loss or prejudice to any of their rights and privileges.

SECTION 4: UNION BULLETIN BOARDS

The Employer shall provide Bulletin Boards at the Employer's facilities for the exclusive use of the Union.

ARTICLE 14 HEALTH AND SAFETY

SECTION 1: GENERAL

The Employer accepts responsibility for maintaining a safe and healthy workplace free of recognized hazards that are causing or likely to cause injury or illness to the employees except for such hazards which are in the control of the Railroad and such hazards which may be on the Railroads property which are outside the control of the Employer.

If the Employer or railroad requires safety equipment to be used by drivers, the Employer Hallcon shall provide all equipment and pay all related costs in obtaining and maintaining said items. In the event the employer implements work rules that require drivers to be close to railroad tracks, appropriate PPE will be provided.

If a yard, road or radius driver is required to keep the van clean, inside or out, the Employer shall pay for and provide all cleaning supplies, no exceptions.

SECTION 2: PROPANE AND OTHER NEW FUEL TYPES

All drivers working in locations where alternative fuel is utilized shall be given full training to understand the risks associated with new fuel types.

SECTION 3: TEMPORARY SPEED RESTRICTIONS

The Employer, at its discretion, may temporarily restrict drivers' maximum speed to an amount lower than the posted speed limit when adverse weather conditions occur. When the driver's speed is restricted and the employee wishes to proceed at a normal rate of speed due to the driver's opinion that weather conditions allow greater speed than such restrictions allow, the employee shall call the Regional Manager or Regional Director and shall request forbearance of

such restrictions. If such permission is granted to travel at the normal rate of speed, the driver shall not be disciplined for exceeding any temporary restriction but would still be required to adhere to the Employer's normal speed policy. Any driving violations incurred due to drivers following driving restrictions ordered by the Employer shall not be used against the driver nor shall be cause for discipline.

SECTION 4: DIRECTION BOOKS

The Employer shall maintain books, GPS or similar location resources to be kept in each van that contain a complete description of each stop (physical location) a driver may travel to. Should the site supervisors not keep these books up to date, the drivers of that particular van will not be subject to discipline for issues related to the incomplete book (example-late trip because driver didn't know the stop).

SECTION 5: REIMBURSEMENT FOR REPAIRS AND MAINTENANCE

Management shall not require drivers to change flat tires, though drivers who are able to do so may make a reasonable effort to change a flat tire. Management shall reimburse drivers for any personal expense incurred for maintenance of the company vehicle, including oil changes.

SECTION 6: SAFE VEHICLES

No Employee shall be disciplined or retaliated against for refusing to drive an unsafe vehicle nor shall any employees be required to drive an unsafe vehicle. The Employer shall not require Employees to take out of park and drive any vehicle that is not in safe operating condition. It shall not be a violation of this agreement or the basis for discipline where Employees refuse to operate such unsafe equipment unless such refusal is unjustified. Management shall promptly investigate after receiving a report that a van is unsafe.

If a driver reports in pre-trip inspection for a road trip that a van is unsafe and management confirms the van cannot be used for a trip safely and cannot furnish an alternative vehicle, then that driver shall be paid for a busted trip as per Article 27 and be returned to the top of the board. If a driver reports an unsafe vehicle while clocking-in to a yard shift, they shall remain clocked-in and shall be paid at their regular rate of pay until an alternative vehicle is given to them.

SECTION 7: VEHICLE INSPECTION

Once every three (3) months during the regular monthly van inspections, the Employer and a designated Union representative will conduct a joint van safety inspection, if requested by the Union. The Union representative will be paid their regular wages (RDHR if they are a road driver) by the Employer. This time shall count as work time and deducted from hours of service.

The Employer shall keep the inspection books for the duration of a month. The Employer and the Union will explore an electronic method to report daily inspections.

SECTION 8: EMPLOYER RULES ON SMOKING

Hallcon has a no smoking policy in Employer facilities and vehicles. This includes the use of vape devices, electronic cigarettes, smokeless tobacco or "chew". It is also the drivers responsibility to observe the no smoking policies of our customers.

SECTION 9: PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Employer shall pay for and distribute all required FRA, OSHA and NIOSH approved Personal Protective Equipment (PPE) to the extent such equipment is available. Fire extinguishers in vans must be mounted and accessible to drivers.

SECTION 10: RESTROOM ACCESS AND FACILITIES

All employees shall have the right to utilize restroom facilities on the clock and to utilize an Employer vehicle to transport to such facilities and back to their work assignment.

SECTION 11: ELECTRONIC COMMUNICATIONS DURING WORK

No employee shall be disciplined, nor harassed by management or the railroad, for not immediately answering a communication device (Cell Phone, Nextel, radio, etc.) while driving.

ARTICLE 15 DRUG TESTING

The Employer's Current Drug and Alcohol Testing Policy and Procedure shall continue to apply. Yard, Radius, and Hourly Road Drivers undergoing testing for controlled substances and/or alcohol who are not otherwise being compensated by virtue of being on a shift or trip shall be compensated at a minimum one (1) hour for all time undergoing the test, including wait time and time spent driving to and from the testing facility. If it takes longer than an hour to complete the testing, the driver is required to notify a supervisor to make an adjustment for their time.

The Employer will make every effort to utilize drug and alcohol testing facilities within five (5) miles from an employee's reporting location or assigned field office. The Employer will provide the Union with a list of the addresses of all such testing facilities within 30 days from the effective date of this Agreement, and periodically thereafter upon request. Should the Employer be unable to utilize a drug and alcohol testing facility that is within ten (10) round trip miles from an employee's reporting location or assigned field office, then the employee shall be permitted to request a mileage reimbursement at IRS mileage rate for the miles the employee is required to drive to/from the testing facility in the employee's personal vehicle.

ARTICLE 16 SAFETY MEETINGS

Employees shall be paid a minimum of two (2) hours for the time spent attending safety meetings as set forth below. Employees already being paid for a safety meeting by virtue of being on a trip or otherwise logged into the IVR in a manner that generates compensation shall not be paid extra for attending a safety meeting. Drivers shall not be required to attend safety meetings on their days off. Drivers are responsible for attending safety meetings on days when they are scheduled to work. The Employer shall make every reasonable effort to give three (3) days' notice to employees before holding a safety meeting. In cases where the Employer does not give such notice, employees will not be disciplined or otherwise penalized if they are unable to attend a safety meeting due to late notice.

On Call Road Drivers: On-call road drivers shall attempt to arrange to attend safety meetings while they are on the board and are in possession of a van in a manner that does not disrupt

service. On call hourly road drivers shall be permitted to use the Employer vehicle to travel to and from the safety meetings with management approval. On call road drivers will be paid for all time spent attending safety meetings at their hourly rate of pay, plus any applicable overtime.

Regularly Scheduled Yard and Radius Drivers: Regularly scheduled yard and radius drivers shall attend safety meetings on shifts on regularly scheduled work days.

Show-up Pay: The Employer will make every effort to hold safety meetings at a location within 15 minutes of an employee's regularly assigned reporting location, or at an alternate location within 15 minutes from that location. The Employees attending safety meetings at such an alternative location will receive 15 minutes show up pay for attending the safety meeting in addition to the compensation set out above.

Chicago Area Only: For Aurora, Michigan Avenue, Joliet, Norpaul, Blue Island, or Gibson drivers, these drivers will receive show up pay as set forth below for attending a safety meeting at the Employer's Cicero office.

Aurora and Michigan Avenue Drivers: 75 minutes.
Jolliet Drivers and Gibson Drivers: 60 minutes.
Norpaul and Blue Island Drivers: 30 minutes.
Cicero, BRC, Corwith, Willow Springs Drivers: 15 minutes only

The Employer will not discipline an employee for being late due to traffic to attend a safety meeting.

ARTICLE 17 SENIORITY

SECTION 1: DEFINITION AND APPLICATION

Seniority shall be based upon length of service with the company and previous, consecutive experience in the rail crew transportation industry, if drivers notify the Company upon hire and such experience can be properly validated. Drivers shall verify they worked in that yard or road board with the most recent vendor that had the railroad contract. All other previous and not consecutive seniority shall not be counted, this includes a break in service, two or more vendors having the contract at that location prior to Hallcon having the contract with the railroad. Drivers shall provide written verification of their unbroken service in that location within 30 days of their being hired in order for their seniority to be carried forward.

In all cases of layoffs, recall and permanent transfers, length of service within a particular classification shall govern (i.e. Road vs. Yard) provided the employee has the immediate ability to perform the work in a reasonable manner. Employees last hired into the bargaining unit by classification shall be laid off first. However, any such employee who has greater seniority than another employee within the same classification may bump that employee so long as that employee is qualified to perform the work. If there are no employees with lower seniority in the same classification, the employee may bump a less senior employee in a different classification, so long as the employee is qualified to perform the work. When the Employer recalls from layoff, all employees shall be rehired by order of seniority, provided they have the immediate ability to perform the work in a reasonable manner.

SECTION 2: REDUCTION IN FORCE, LAYOFF, AND BUMPING

If a van or shift is eliminated in a particular radius, shuttle or yard, the following process shall apply:

1. The Union shall be notified as soon as possible once the Company has full scope of the change and impacts from the client.

2. A list of all affected employees will be developed and shared with the Union within 48 hours of the notice.

3. Bumps shall be identified for affected drivers when open shifts exist no later than five work days after the company notifies the Union. Drivers will be offered open available work (road or vacant yard shift, assist, etc). Seniority shall prevail in the case of a layoff. If a senior driver is displaced and a van remains in the location in question, the senior driver can bump a less senior driver by established work shift and by classification. A yard driver affected by a reduction in force can bump into any yard shift at the affected location or any other nearby location currently held by any other yard driver with lower seniority.

If the company loses an entire road or yard board, the following process shall apply:

1. The Union shall be notified as soon as possible once the Company has full scope of the change and impacts from the client.

2. A list of all affected employees will be developed and shared with the Union within 72 hours' notice from the railroad, absent exigent circumstances.

3. Bumps will be identified for the drivers when open shifts exist no later than five work days after the company notifies the Union. The Employer shall identify a bump for each driver, should their seniority afford them a bump. A yard driver affected by a reduction in force can bump into any yard shift at any nearby location currently held by any other yard driver with lower seniority. A road driver may transfer to a nearby location's road board unless they have lower seniority than all road drivers at the nearby location.

Any driver displaced by a more senior driver through the bumping process must also be afforded a bump, such that only the lowest seniority drivers are forced to take a layoff.

Management shall consult with union stewards to implement any and all bumping. Management shall not disallow union personnel from overseeing the bumping process, absent disruptive behavior.

The Union may petition the Company to maintain the pay rates for any driver with 10 years of service or more who undergoes the bumping process and transfers locations in response to a reduction in force, such that the driver shall not experience a reduction in pay as a result of the process because of the transfer.

If a driver seeks to relocate as a result of the bumping process, they shall notify both management and the union and shall be allowed to bump into a position elsewhere in the bargaining unit on a case by case basis.

SECTION 3: LAYOFF AND RECALL RIGHTS

Laid off employees with at least six months of service shall retain recall rights as long as the employer is notified in writing to reopen their previous position within twelve (12) months from the date of their layoff. The employer shall notify an employee with recall rights immediately upon learning of the need to reopen a position. If an employee is called back to work, the Employer shall call the employee on their last known phone number and email them at their last known email address. The Employee shall have seven (7) days from the date of the Employer's call/email to formally notify the Employer of their intent to use their recall rights.

Employees who have less than six months of service who are laid off shall have no right of recall.

SECTION 4: ACCUMULATION AND LOSS OF SENIORITY

Employees shall accumulate seniority when absent for justifiable reasons, including but not limited to, leaves granted under the provisions of the Family and Medical Leave Act of 1993, a valid workers compensation claim, sickness, jury duty, maternity leave, military service, leave of absence for Union activity. In the event a layoff becomes necessary the employees shall be given written notice as soon as notice is available, and a copy thereof shall be delivered to the Union steward, except in case of emergency.

An employee may lose seniority due to the following:

A. An employee quits, retires, or is discharged for just cause.

B. An employee fails to report for work after layoff within five (5) working days after notification by certified letter to return to work.

C. An employee gets hired into a supervisory or management position and remains there for more than 30 days. If the driver returns to the Bargaining Unit, they shall be restarted on dues deductions.

It shall be the responsibility of the employee to keep the Employer advised of his/her current address.

SECTION 5: SENIORITY LIST

The Employer shall furnish the Union an up-to-date seniority list upon the effective date of the agreement and on the first day of every month thereafter. The list shall include employee name, department, hire date, seniority date, home address, phone number from Proveo, email address and rate of pay.

ARTICLE 18 RADIUS, SHUTTLE & YARD JOB OPENINGS

SECTION 1: SELECTION

All assigned radius, yard and shuttle openings shall be posted on the Driver Portal and physically on location (where possible), or via other electronic technology utilized by the Employer, for a period of five (5) calendar days within 5 days of the job becoming vacant. The

Employer shall notify the Union by email of open positions within 24 hours of its posting. The posting shall include the reporting location, shift start and stop times, days off assigned to the position, and the closing date of the posting.

The Employer shall notify the Union of the outcome of the bidding process. Union stewards may meet with Regional and Site managers to assist in implementing the bidding process and determining final schedules.

SECTION 2: LEAVES AND VACANCIES

Drivers on any approved leave of absence shall retain the right to be reinstated into their previous position for up to 1 year past their first day of leave. If the return-to-work process begins within a year of the first day of a drivers' leave, the driver shall be eligible to retain their previous position and shall not be punished for any unreasonable delays in the return-to-work process, unless the delays are attributed to the drivers themselves. Drivers absent for longer than one year and one day shall retain rights to return to work, but their position may be filled unless other legal protections provide otherwise.

The Employer shall temporarily award open positions for up to one year by seniority in that location.

SECTION 3: PROCESS FOR AWARDING OPEN RADIUS, SHUTTLE AND YARD POSITIONS

The Employer shall award an open position first to laid off employee(s) that previously worked in the location, then to the driver with the longest length of bargaining unit service currently working in the radius, shuttle or yard location for which the opening is posted. A road driver who has 1 or more regularly scheduled days in the location shall be deemed as currently working in the location. A road driver who has been trained and filled in for location shifts shall be deemed as currently working in the location.

If there is no qualified applicant from within the location for which the opening is posted, the Employer shall award the position to the most senior applicant in the bargaining unit. The Employer shall post this open position on the driver's portal to all drivers within a 200 mile location for 5 days.

If two or more applicants have the same seniority date, a coin toss shall determine the awardee. If no bargaining unit member applies for the open position, the Employer may offer the job to an applicant outside the bargaining unit.

SECTION 4: TRIAL PERIOD

Employees will be given a period of at least five (5) calendar days, but no more than sixty (60) calendar days in order to qualify for the posted job and shall have the right to return to their previous job should they fail to qualify. Successful bidders shall have the right to return to the previous job providing the previous job is still open, or hasn't been filled, and that the posted job can be filled. The Employer may return the employee to their previous job if, after five (5) days of working in the posted job, the employee is not qualified to perform the posted job.

ARTICLE 19 LEAVES OF ABSENCE

SECTION 1: GENERAL LEAVE

Employees may request extensions of leaves of absence taken in accordance with the Employer's leave of absence policy. If a leave request is not covered by FMLA, such requests shall be subject to the discretion of the Employer for a period of not more than 30 days. Such requests will not be unreasonably denied.

Employer policy allows for eligible employees to take up to twelve weeks unpaid leave per (rolling) year for the adoption or foster care of a child (with 30 days' notice) or serious health condition of self, spouse, parent or child. Employees are eligible if they have worked for Hallcon for at least one year and have worked 1250 hours over the previous twelve months. A medical certification is required to verify eligibility for leave. The twelve-week period per rolling year is calculated from the start date of the leave.

If the employee fails to return upon expiration of the leave, the employee will be terminated from active status. The employer shall make reasonable effort to communicate with an employee prior to the expiration of their leave, informing them of the expiration date and the consequences of failure-to-return. The employer shall allow reasonable extensions to a leave of absence, including but not limited to when required by law such as to accommodate an individual with a disability where a reasonable extension of time off as a personal leave (if approved), would constitute a reasonable accommodation to enable the employee to perform the essential functions of his/her job. The employer's decision whether or not to allow discretionary leave shall not be subject to the grievance process.

If a requested leave is available under multiple leave policies, the leaves will run concurrent. Questions regarding a leave of absence, should be directed to the Hallcon Employee Experience at 800-878-0450 (option 2).

SECTION 2: FAMILY AND MEDICAL LEAVE- FMLA

Bargaining unit employees that meet the hours worked for FMLA requirements shall be deemed eligible for FMLA as described in the Federal Statutes. Employees returning back to active status shall retain their seniority, so long as the employee timely returns to work from FMLA.

ARTICLE 20 EMPLOYEE ADMINISTRATIVE PRACTICES

SECTION 1: PROBATIONARY PERIOD

A driver's probationary period begins when the Employer notifies them that they have been hired/re-hired (hire date). A newly hired employee or an employee hired after his or her seniority is broken shall be regarded as a probationary employee for 60 calendar days.

Probationary employees may be disciplined, suspended or terminated as the Employer shall determine and are not subject to the just cause standard contained in this agreement.

SECTION 2: EMPLOYMENT RECORD

Employees can request a digital copy of their employment record for no fee. The request shall be fulfilled within 20 days, absent exigent circumstances. If a union steward requests a digital copy of any employee's employment record, the request shall be fulfilled within 7 calendar days, though a reasonable extension of time may be provided.

SECTION 3: DEPARTMENT TRANSFER

If an employee changes rail yard locations on a permanent basis, the Company shall submit and process Personnel Change Notices as soon as possible, generally within 14 calendar days of an employee being permanently moved from one rail location to another.

SECTION 4: DATA PRACTICES AND AUDITS

Beginning one day after this CBA is ratified, the Employer shall complete the following tasks, in full compliance no later than 45 days after ratification:

a. Audit drivers assigned and actual city, location, department, rate of yard pay, road pay, PTO accrual, PTO pay rate, sick leave accruals and dates of usage, cell phone rates for locations identified in the data grievance

b. Upon completion of number 1 above, any deficiencies in pay, or benefits identified shall be remitted to each employee within 45 days of the completion of the audit.

SECTION 5: COMPLIANCE

Any and all compliance letters sent to employees shall be shared immediately with the Union.

ARTICLE 21 NO DISCRIMINATION

The Employer and Union agree that there shall be no discrimination because of race, color, sex, age, religious belief, national origin, disability, sexual orientation, veteran status or Union activities with respect to the application of any provision of this Agreement.

ARTICLE 22 SEPARABILITY

In the event any provision of this Agreement shall be finally held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected hereby but shall continue in full force and effect. It is further agreed that in the event such provision is finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereafter to negotiate a modification of, or substitution for, such clause or clauses so held to be invalid.

It is agreed and understood by the parties to this Agreement that nothing contained herein shall be in conflict with any existing Federal statutes or any valid rules and regulations made pursuant thereto. Whenever the masculine gender appears, it shall include the female gender.

ARTICLE 23 SUCCESSORS AND ASSIGNS

In the event of a sale, assignment, merger or transfer of majority control of this business, this Agreement shall apply to any successors, pursuant to applicable law. However, so long as the Employer notifies any potential purchaser, assignee, successor or transferee of the foregoing provision, the Employer shall not be liable for any damages, or any other liability should the purchaser, assignee, transferee or successor fail to adopt any term of this Agreement.

ARTICLE 24 NO STRIKES/NO LOCKOUT

During the term of this Agreement, neither the Union (its Agents or Representatives), nor any employee shall instigate, authorize, call, support, sanction, encourage, maintain or in any way take part in any strike, sympathy strike, walkout, work stoppage, cessation of work or production**,** or picketing, of the Employer's locations which are covered by this Agreement because of any dispute between the Employer and the Union. During the term of this Agreement, there shall be no lockouts.

Notwithstanding any other provision of this Agreement, the Employer shall not discharge or otherwise discipline any employee on the ground that such employee declines during the course of his or her employment to cross a lawful primary picket line (except for picket lines by the Union party to this Agreement, its International or other UE Local(s)) at the Employer's premises.

ARTICLE 25 MANAGEMENT RIGHTS

SECTION 1: RIGHTS

It is agreed that the Union and the employees will cooperate with the Employer within the obligations of this Agreement to construe this Agreement to facilitate the efficient and flexible operation of the Employer's business. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except as they may be subject to a specific obligation of this Agreement. Among these rights, powers, and responsibilities, are all matters concerning or related to the management of the business and administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to lay off for lack of work or for any other legitimate reason; to hire, assign work, determine hours of work, or recall; to make and enforce reasonable rules and regulations; to determine the processes and extent of production; to determine the types and quantities of equipment to be used; to determine the nature, duration, and method of operation, including (but not limited to) to determine the amount, utilization, of personnel and quality of work to insure maximum efficiency of operations; to terminate, merge, consolidate, sell or transfer its business or any part thereof and to determine the number and location of facilities and the extent to which and means by which its facilities or any part thereof shall be relocated, shut down, or abandoned subject to the legal obligations to bargain with the Union over the decision and effect of any such relocation; all of which are vested exclusively in the Employer except as expressly abridged by a specific provision of this Agreement.

SECTION 2: BARGAINING AND RULES CHANGE

During the term of this Agreement, the Employer retains the right to establish, amend and enforce reasonable work rules and regulations, which are not in conflict with the express terms of this Agreement for the purposes related to work rules, policies, safety (including compliance), attendance and production provided that new rules are properly furnished to the Union at least 7 days prior to any change and sent by email or other time/date stamped method of communication. The Union, under the grievance and arbitration procedure of this Agreement, retains the right to grieve the reasonableness or contract conformity of any such rule or regulations within thirty (30) calendar days of its being furnished to the Union by email or certified mail and posted. Should the Union not grieve any such rule or regulation, it shall be deemed reasonable and in conformity with the Agreement and thereby constitute cause for disciplinary action under this Article.

SECTION 3: EMPLOYEE SUPERVISOR RELATIONSHIP

Your supervisor is your closest contact with the Employer. It is your supervisor's job to see that you fully understand what is expected of you and how to perform your job. S/He also has the responsibility to see that you have everything you need to do your job and that any questions concerning your job are answered. Most importantly, your supervisor has the responsibility to see that your complaints, problems, suggestions, and questions reach the people who can respond and react whenever s/he cannot.

Within 45 days of the execution of this Agreement, each Regional Manager will meet with UE Stewards to discuss the implementation of this Agreement’s provisions.

SECTION 4: DIGNITY AND RESPECT

All Hallcon employees including/and Railroad employees should treat each other with dignity and respect. If an employee reports disrespectful behavior from a railroad employee, they shall report the complaint to Hallcon Employee Experience for review and appropriate action (if any). The union retains the right to grieve under Articles 9 and 10 if it believes the action taken by Employee Experience is insufficient or inappropriate.

ARTICLE 26 BEREAVEMENT

In the event of a death in the immediate family of an employee, the employee shall be allowed a paid leave of absence of three (3) workdays, and an unpaid leave of absence of three (3) workdays. Immediate family is defined as spouse, domestic partner, children and stepchildren, parents and parents, brothers, sisters, grandparents, and grandchildren of the employee. In the event of the death of a cousin, aunts, uncles, nieces, nephews, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law the employee shall be paid 1 day and unpaid leave of absence of three (3) workdays. (A guardian who parented the employee shall be considered a parent. The Employer shall not unreasonably deny a driver additional unpaid time or the use of sick leave or PTO if requested. The Employer may request documentation to support the request for bereavement.

ARTICLE 27 CALL-IN/REPORT-IN PAY

SECTION 1: REPORT-IN PAY

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Employees who report to work at their regular starting time and have not been given at least two and one half (2.5) hours' notice not to report shall be guaranteed hours two and one half (2.5) hours of work or pay.

When an employee reports to work at his or her regularly scheduled time, or a road driver has accepted a dispatched trip, but the Employer finds it necessary to send the employee home because there is no work, or the trip has busted or been cancelled, the employee must be paid two and one half (2.5) hours at the employee's regular rate of pay (RDHR for road drivers). Any road driver whose trip is busted or cancelled shall return to the number one position on the road board.

If the driver's busted trip was more than 8 hours and the driver does not receive another trip that day despite remaining on the board for at least 10 hours, they shall be eligible to receive an additional 1.5 hours of pay. The Union will submit notice within 14 calendar days to Labor Relations if such situation occurs, for review and compensation if appropriate.

If an employee reports for work a second time in any one workday and is furnished less than 2 hours of work, the employee shall be paid for two and one half (2.5) hours at the employee's regular rate of pay.

SECTION 2: CALL-IN PAY

Yard Drivers and all Road Drivers who are directed to work outside of their regular shift shall be guaranteed two and one half (2.5) hours work or pay therefore at their applicable straight time rate of pay, regardless of whether the work is started or completed.

ARTICLE 28 PTO--PAID TIME OFF

PTO shall be awarded on the employees' anniversary dates. An employee may carry over PTO from year-to-year or may be paid for any or all accrued PTO at any time.

Full time employees (employees who average 30 hours of work per week over the past calendar year) shall accrue PTO as follows*:

Years of Service	PTO days	Unpaid days
90 Days	3 days***	
6 months	1 day	0 days
1 year	5 days	5 days
3 years	**7 days**	8 days
5 years	**8 days**	6 days
8 years	10 days	5 days
10 years	14 days	5 days
13 years	15 days	5 days
16 years	16 days	5 days
20 years	17 days	5 days
		****California drivers only*

The Employer in determining PTO schedules will respect seniority and the wishes of employees. For all employee PTO requests made at least five days in advance, the Employer shall respond in writing within 48 hours. If management fails to respond to the request within 48 hours of the request being made, then management shall automatically grant the PTO request and shall not issue a denial. This will not prevent employees from requesting paid time off with less than five (5) days' notice which must be approved by management.

As of the first payroll after ratification, despite any practice to the contrary, Road drivers shall be paid PTO at their road rate. Hybrid drivers (drivers who are regularly scheduled at least 1 day on the road) shall be paid PTO at the road rate.

Part time employees who average between 15 hours per week and 30 hours per week over the past calendar year shall be eligible for ½ of the above number of personal days (listed in the above chart) with each full day representing 8 hours of paid personal time off and each ½ day representing 4 hours of paid personal time off.

For purposes of calculating the 30 hours of work per week in the past calendar year, work hours missed due to an approved absence under the terms of this agreement, including approved medical leave, bereavement leave, Union leave, jury duty leave, Family and Medical Leave or use of accrued paid personal time off, shall not count as hours of work missed nor shall it count as hours worked for the purposes of computing an employee's eligibility for paid time off.

For example, if an employee actually worked 1800 hours in a calendar year and none of the employee's time off was excused for any of the reasons set forth above, for the purpose of computing employee eligibility for paid time off, this employee would have averaged 34.62 hours of work (1800 hours/52 weeks). If the employee worked 1800 hours but took 40 hours of time off (1 week) for paid time off and 160 hours (4 weeks) was time off on Family Medical Leave and 200 hours was unexcused time off, for the purpose of computing eligibility for time off, the employee would have averaged 38.30 hour of work for the year (1800 hours/47 weeks (as 5 weeks of the 52 weeks were excused time off)).

If an employee is scheduled to work 30 hours a week and works all hours this would equal 1664 hours for the year. If the employee takes off 3 excused days (or 3/4 of a week for this employee) the employee actually works 1640 hours. This time would be divided by 51.25 as the employee took off excused 3/4 of their work week (3 of the 4 days). This averages 32 hour per week.

Finally, for the purpose of determining whether an employee is eligible for paid time off only, the Employer shall round up the average hours worked so that 29.1 hours would be rounded to 30 hours and the employee would be eligible to receive paid time off in accordance with the other provisions of this Article.

PTO hours are not considered time worked and thus does not count towards overtime calculation. For each paid day off, employees shall receive 8 hours of pay at their hourly rate.

Part-time employees shall be entitled to ½ of the above stated allotment as set out in the Agreement, but any such ½ allotment will be subject to a 24-hour minimum grant on an employee's date of eligibility.

Any employee who is discharged, quits, is laid off shall be paid their whole PTO allotment within the next pay period. PTO may be rolled over year to year or cashed out by the employee at their discretion.

ARTICLE 29 HEALTH, DISABILITY, AND LIFEINSURANCE

SECTION 1: COVERAGE

The Employer shall continue to provide the current medical insurance plans. If there is a substantial change, the Employer and the Union will meet 90 days prior or earlier to discuss changes.

SECTION 2: INSURANCE AND HOURS ELIGIBLITY

The Employer shall not reduce employees' hours in order to avoid tax penalties and employee exchange access because of the Patient Protection and Affordable Care Act.

For the purposes of determining full-time eligibility for health insurance benefits, the Employer shall use a twelve-month lookback period to determine full-time eligibility.

All drivers shall be allowed the option to continue coverage for insurance benefits at their cost in the event of sudden changes to eligibility.

SECTION 3: TELEHEALTH

Beginning January 2027, the Company will provide employees with at least threemonths service, the existing telehealth benefit (or an equivalent) that is provided in the current MEC plan (at no cost to employees). Drivers will have an option to pay for family members to access Telehealth service. Details of the Telehealth plan will be made available to employees on UE portal for benefits.

ARTICLE 30 JURY DUTY PAY

An employee called to serve on a jury shall receive, as a minimum for all such service during the term of this Agreement, the difference between eight (8) hours' straight time pay and the jury pay. Hours spent on or paid for jury duty will not count as hours worked for overtime purposes. The Employee must supply documentation for jury duty and hours compensated by the State.

ARTICLE 31 HOLIDAYS

The holidays recognized by this Agreement shall be as follows: Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve, New Year's Eve.

Employees who do not work the holiday do not receive holiday pay for the holiday. However, if an employee works the holiday, the employee shall receive time and one-half for all hours worked on such holidays. The holiday period is midnight to midnight and employees shall be paid for all time worked in the holiday period at time and one-half or higher where applicable. This means when an employee is already in the state of receiving overtime, they shall receive Holiday pay at the time and one half of time and one-half rate of their regular rate of pay. For example, an employee that earns $12 an hour and is paid $18 per hour at their time and one-half rate. If the employee has worked 40 hours or more in a week and the Holiday comes up and they work the Holiday, they shall be paid time and one half of time and one half which would equal to $27 per hour.

ARTICLE 32 RETIREMENT

Employees are currently offered the same 401(k) plan as non-bargaining unit employees. For the duration of this Agreement, all bargaining unit employees shall be eligible to participate in the same retirement plan as that offered to non-bargaining unit employees and shall receive such improvements. The Employer reserves the right to change the terms of the plan for bargaining unit employees so long as the plan is the same as that offered non-bargaining unit employees, however, prior to any implementation of such new plan, upon request the Employer shall meet with Union to discuss any such changes. The employer shall make reasonable efforts to notify the Union prior to any changes in 401(k) plan matching or vesting that may affect bargaining unit employees.

ARTICLE 33 PAID SICK LEAVE

The Employer shall abide by specific City, County or State Sick Leave requirements where applicable.

ARTICLE 34: AGREEMENTS IN WRITING

No provision of this Agreement, including any supplemental or side agreements, shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the UE and sent electronically to railcrew@ueunion.org.

ARTICLE 35 WAGES

SECTION 1: BARGAINED WAGE INCREASES

The Employer shall not give additional or unscheduled increases to bargaining unit employees without first bargaining with the Union over any such increase.

All mid-term increases bargained by the parties shall maintain the wage difference above a location rate obtained by an employee through contractual raises. Stated another way, drivers with years of service that have received wage increases above their location rate shall maintain their rate of pay above the other wage rates in that location when raises are given to all employees of that location. For instance, an employee earns $12.30 per hour in a location where the base rate is $12.00. There is then an increase of $.50 to the base rate making it $12.50. The employee earning $12.30 shall then earn $12.80.

Location rates shall remain 2% or above the minimum wage of any given location during this contract.

SECTION 2: TRAINING

Bargaining unit employees will not normally be required to train other employees. However, if a bargaining unit employee is required to train other employees during his or her shift, he/she shall receive a $50.00 training bonus, in addition their wages, following the completion of training each trainee in addition to their normal pay for the yard shift, or road or shuttle trip.

Bonuses are paid on the pay date following the training date.In the event that two drivers participate in the training of a new employee, each driver shall receive a $25.00 bonus as set forth above.

Should a driver be assigned a trainee during their regular yard or trip work, the training bonus will be on top of their regular hourly wage. Should a driver be asked to accompany a driver for training purposes, that driver will be paid as "company business" and also receive the training bonus. This section does not apply to Lead Driver time.

The Employer will retain sole responsibility for selecting trainers, who will typically be selected from the department where the training will take place. It will, however, periodically circulate a sign-up sheet to determine which employees are interested in becoming trainers, and in selecting new trainers will fairly consider previous training experience and overall qualifications of the candidate(s).

All bargaining unit employees are encouraged to receive at least 24 hours of paid training with a driver trainer.

Within 45 days of the ratification of this contract, the Union and Employer shall meet to discuss develop criteria for trainers in all locations.

SECTION 3: REIMBURSEMENT OF EXPENSES

Drivers shall be reimbursed for all expenses incurred in performing their assigned duties: this includes any and all expenses related to cleaning or maintaining vans, tolls or other expenses incurred at work. The Employer shall reimburse the driver within 5 days of the submission of receipts. Employees shall be allowed to submit receipts electronically.

SECTION 4: PAYCHECKS

Employees covered by this CBA will be paid biweekly, except when specified otherwise. California employees are paid every other Friday. Nevada employees are paid every other Tuesday. Illinois and Ohio employees are paid every other Thursday. New Jersey employees are paid weekly on Fridays. All employees will have the choice of receiving a paper check, direct deposit, or a pay card.

Paychecks will be mailed to the employee’s home address on file with the Employer and the Employer will mail the checks at a minimum two days before the scheduled pay date. Pay checks will normally be mailed three days in advance of the pay date. The employee will hold the Employer harmless if a check does not arrive on the scheduled pay date as long as the Employer mailed at least two days in advance of the scheduled pay date. In addition, the Employer will not re-issue any lost check until three days after the scheduled pay date.

The employer shall provide employee paystubs electronically. If an employee is unable to receive electronic paystubs, the employer shall mail their paystubs to the home address on file, upon request. Employees are responsible for ensuring the employer has accurate home address on file.

SECTION 5. RETROCACTIVE WAGES

Increases shall be paid to all drivers active at the date of ratification for all wage increases granted in year 1, retroactive to the first payroll period after August 23, 2026 so long as the Agreement is ratified prior to October 15, 2026.

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SECTION 6. SHIFT DIFFERENTIAL

The Employer will pay a daily (9pm--6am) and weekend (9pm Friday--6am Monday) shift differential of 0.40/hour effective the first pay period following the ratification of this Agreement for hours worked at the appropriate yard or road rate during these window period hours. The shift or weekend differential will be triggered by the start trip/shift time in the window period. Once the differential is triggered the entire yard shift and the entire road trip will include the differential.

SECTION 7. ROAD RATES

The Road Rate premium paid on top of the drivers yard rate for performing unscheduled work shall be maintained for the duration of this contract. Should the minimum wage or location rate in a city, county, or state change, the Employer shall maintain the wage difference above a location rate obtained by an employee through minimum or location rate wage increases. For instance, if the differential in the Road Rate premium is $1.00 per hour and minimum wage or location rate increases by $.50 per hour and the Employer raises the Yard Rate by $.50 per hour, the Road Rate premium shall also increase by $.50 per hour.

SECTION 8. LOCATION RATES

Hire Rates are also called Location rates and are outlined in **Appendix A** and shall be implemented on the first day of the first pay period following August 23rd each year unless otherwise noted.

SECTION 9. ACROSS THE BOARD INCREASES

Are outlined in Appendix A shall be in effect on the first day of the first pay period following August 23rd of each year.

2026 – all drivers shall receive increases listed in appendix A.

2027 – all drivers shall receive a $0.45 increase

2028 – all drivers shall receive a $0.50 increase

2029 -- all shall receive a $0.55 increase

SECTION 10. LONGEVITY PAY

Employees that reach the Years of Service outlined in chart below shall receive the percentage increase to their yard and road rate on the first day of the second pay period following August 23rd of each year. All drivers shall receive the Across the Board Increases outlined in Article 35.9. All drivers with 3 or more years of seniority shall receive longevity adjustments upon ratification in addition to any relevant change to their location's base rate that may affect their pay.

Longevity

3 years through 10 years: 1.5%

11+ years: 2.5%

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SECTION 11. MINIMUM WAGE ZONES

Where minimum wage affects the Location rate (or for that matter if minimum wage goes up in the future during the term of the contract), the Employer shall ensure that the lowest rate paid to the employees would be at least 2**%**above the minimum wage rate.

When a driver is required to pick up or drop off crews inor drive through a geographical area(s) where the minimum wage is higher than their assigned pay rate, the Employer shall pay that driver at the higher minimum wage rate for the entire trip.

The Employer will pay all trips that require crews to be picked upor dropped off, a higher minimum wage area at the increased minimum wage rate without regard for the length of time a driver spends in the zone by the pay period following the payroll period when the trip was closed.

SECTION 13. TIMING OF WAGE INCREASES

Wage increases shall be effective on the first day of the first pay period following August 23rd of each year of the contract.

SECTION 14. DAYFORCE WALLET

Starting with the second full pay period after the contract is ratified, the Company will make the Dayforce Wallet program available to all bargaining unit members. Eligible employees who wish to participate must enroll in the Program.

The Program will allow participating employees access to up to fifty percent (50%) of their earned wages, after required deductions, in advance of their regular weekly or biweekly payday. The Company may, at its discretion, increase the percentage of earned wages available through the Program above fifty percent (50%).

The Program will remain available for so long as Dayforce remains the Company's Human Resources Information System (HRIS), subject to the continued availability of the Dayforce Wallet program through Dayforce.

ARTICLE 36 RAILROAD BAN

If any driver is banned from railroad property, the Employer will:

1. Notify the Union and the Employee of the ban as soon as possible, generally within 72 hours the written notification by Railroad at railcrew@ueunion.org.

2. Fully investigate the ban,

3. Share with the Union with all information related to the ban, including written confirmation of the ban from the railroad and any other information provided by the railroad regarding the ban within 48 hours' notice from the railroad.

4. Make reasonable efforts to retain employees that have been banned from a Railroad, including encouraging the railroad to overturn/reconsider bans and relocating banned employees to other railroad properties within 50 miles from the Employees' home

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address. Drivers who are banned from railroad property due to commission of a terminable offense under the Employers' policies may be ineligible for such retention.

ARTICLE 37 FEDERAL & STATE DRIVER CERTIFICATIONS, LAWS & REGULATIONS

Where federal or state regulations require driver certifications and medical exams beyond what a driver needs for a standard driver's license, the Company shall notify drivers and may require applicants and new Employees to obtain these certifications and medical exams at their own expense. The Company will pay reasonable fees and costs for standard compliance procedures during employment.

ARTICLE 38 OUT OF TOWN WORK

SECTION 1. WORKING AWAY FROM HOME TERMINAL

For drivers working away from Home Terminal-Out of Area (OOA): Drivers will be selected from the volunteer list in seniority order from the terminal specified by the Director of Operations. Management shall use and maintain a regular out of area (OOA) list to be used for each terminal. Drivers must request in writing to be on the OOA list or to be taken off the OOA list. Interested employees will be awarded the positions in seniority order on a terminal-by-terminal basis. The per diem for OOA drivers shall be no less than $35 per day.

SECTION 2. WHILE AWAY FROM HOME TERMINAL

For Drivers Working Away from Their Home Terminal: OOA drivers shall not receive more favorable trip assignments by virtue of the fact they are out of area and shall be part of the regular board rotation. OOA drivers shall continue to earn their regular rate of pay of their home terminal or the minimum wage of the area they are working in or the location rate of the area they are working in, whichever is higher and shall continue to pay Union dues to their home terminal Local Union. Hallcon maintains its commitment to make every reasonable effort to provide 40 hours of work to employees.

ARTICLE 39 MANAGEMENT AND NON-BARGAINING UNIT EMPLOYEES DOING BARGAINING UNIT WORK

Union employees shall perform all work regularly assigned to the bargaining unit, including regularly assigned administrative lead driver work.

Management and non-bargaining unit employees shall not do bargaining unit work (road trips, yard shifts, and lead driver admin work) except in the case of emergency; or when all other Union options have been exhausted. The Union may utilize the Grievance Procedure in Article 9 of this Agreement if it believes management is unjustified in using non-bargaining unit employees to conduct bargaining unit work.

ARTICLE 40 CELL PHONE USE DURING WORK

SECTION 1: CELL PHONE EQUIPMENT

The Employer shall make available a cell phone upon request for those drivers that do not own a cell phone for use in the van while on Employer business. Cell phones should be requested a week in advance.

Employees shall be responsible for Employer provided cell phone equipment during their shift or trip, and shall immediately report all missing, damaged, or non-functional equipment.

SECTION 2: CELL PHONE PAY

The Employer shall include on the paystub of each affected employee notice of the sum that is intended to provide cellular phone expense reimbursement.

The Employer shall reimburse road drivers $.50 per trip (which may have more than one leg) for use of their personal cell phone for business use and $0.40 per shift for yard drivers. However, the rate or road drivers shall be $.55 per trip (which may have more than one leg) in the following areas:

1. Hillside/Cicero/Aurora/Joliet, IL (Chicago)
2. Houston/Galveston, TX
3 Needles/San Bernardino/Barstow/Bakersfield, CA

Shuttle and Radius Drivers shall receive $0.50 per shift.

SECTION 3: CELL PHONES AND WORK REQUIREMENTS

While it is not a mandatory condition of employment for employees to have a cell phone for use during shifts and/or trips, it is expected that employees with cell phones use them when required based on the absence of Employer provided equipment, and that employees who do not have a cell phone for use in this circumstance use every reasonable effort to immediately (or as soon as practicable) so notify the Employer when they learn of the absence of the Employer provided equipment. and make arrangements to be relieved from duty, to obtain a Employer provided cell phone or communications device, or to make other arrangements.

Should the Employer determine that use of employee-owned cell phones shall become a condition of employment it will provide the Union with at least ninety (90) days' notice, and the parties will negotiate a mutually acceptable reimbursement plan.

ARTICLE 41: EMPLOYEE ASSISTANCE PROGRAM

The Employer shall provide to each bargaining unit employee free of cost, an Employee Assistance Program (EAP), the same that is currently offered to management at Hallcon.

ARTICLE 42: LEAD DRIVER

SECTION 1: LEAD DRIVER POSITIONS

During the term of this Agreement, the Employer shall have the right to establish one or more Lead Driver positions at the covered locations. Lead Drivers will be considered bargaining unit

employees covered under this Agreement in all respects. Lead drivers are not supervisory and shall have zero supervisory powers, including making hiring decisions, administering or recommending discipline, making decisions on scheduling, or selecting others for work.

SECTION 2: SELECTION OF LEAD DRIVERS

Employees shall not be required to accept the designation of Lead Driver. The selection of employees to be designated as Lead Drivers is left to the sole discretion of the Employer and shall be based on the Employer's evaluation of the employees' respective qualifications, except that where the Employer deems two or more employees equally qualified, the most senior employee shall be offered the designation. Drivers are encouraged to notify Management of their interest to be considered for a Lead Driver position at any time. The Lead Driver Job Description is in Appendix B. However, that Job Description shall in no way require a bargaining unit employee to engage in supervisory activities such as hiring, firing, responsibly directing, scheduling work or effectively recommending discipline for other bargaining unit employees.

SECTION 3: LEAD DRIVER PREMIUM

Employees designated as Lead Drivers shall be entitled to their regular hourly rate of pay plus a premium of no less than $**0.50**/hour for all administrative hours worked. Employees who are divested of the Lead Driver designation, either at their request or on the Employer's decision, shall forfeit the Lead Driver premium.

SECTION 4: LEAD DRIVER JOB DESCRIPTION

Job Title: Lead Driver

Department: Field Operations

Reports To: Regional Manager

FLSA: Nonexempt

SUMMARY OF POSITION:

The primary duty of this individual(s) is to ensure safe and timely service to customers by assisting Field Management with vehicle maintenance and cleanliness, assuring drivers understand Employer policy and procedures, and assisting in scheduling road and yard drivers. The position also requires that the individual be able to identify future employees when needed and the ability to assist the RM in ensuring employees receive proper instruction.

SUMMARY OF POSITION: ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Employment Responsibilities

    a. Treat drivers in a FAIR and CONSISTENT manner. The Lead Driver position is in the Union.

    b. Lead Drivers shall adhere to the Collective Bargaining Agreement and Drivers Handbook in their area.

c. Provide orientation and administrative duties for new applicants including assistance with online application process, schedule of drug screens, and classroom training to perform job functions.

d. Assist RM to schedule drivers to assure adequate coverage of yard and road vehicles. Assist RM to contact road drivers who have placed themselves onto an overtime list to obtain coverage.

e. Assist RM in ensuring that employees receive any Employer related documentation and have access to a computer if needed. The Lead Driver shall have no access to Employees Confidential Records.

2. Maintenance

a. Ensure all vehicles receive preventative maintenance per Employer policy and maintain good relations with third party repair facilities.

b. Schedule unplanned maintenance (i.e. door latches, torn seats, baggage restraints, etc.) in a timely manner as reported by drivers or found in review of daily inspections.

c. Ensure daily van inspections are completed and drivers are aware of the preventative maintenance schedule.

d. Conduct physical van inspections as required.

e. Notify dispatch or update lineup for vehicles out of service for maintenance. Notify RM of vehicles that will be out of service for more than 4 hours.

f. Keep vans clean and safe.

3. General and Customer Service

a. Maintain interactions with client representatives regularly and as required by management. Keep RM informed of any mechanical problems in area.

b. Help ensure safe and efficient transportation of crews by ensuring safe vans exists in the area. Maintain open communications with RM and drivers

c. Follow Employer rules and regulations as outlined in Employee Handbook and Union Collective Bargaining Agreement.

d. Report all accidents to Dispatch and RM immediately. All other job duties, paperwork and administrative duties as assigned.

QUALIFICATIONS:

To perform this position successfully, an individual must be able to meet each essential duty and responsibility to a satisfactory level. The requirements listed below are representative of the knowledge, skills, and/or experience required.

1. Must have strong interpersonal skills and maintain positive working environment

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2. Must be well organized with the ability to self-manage
3. Must meet all qualifications as a driver for the Employer
4. Must have a strong written and spoken proficiency with the English language

EDUCATION and/or EXPERIENCE:

High School diploma or G.E.D. and a minimum of six months related experience.

LANGUAGE SKILLS:

Ability to read and interpret a variety of instructions furnished in written or oral form. The ability to effectively communicate with others.

MATHEMATICAL SKILLS:

This position requires an individual with average mathematical skills. This includes the following skills; addition, subtraction, multiplication and division of whole numbers, common fractions and decimals.

REASONING ABILITY:

This position requires an individual to use reasonable judgment when making decisions that would concern the safety of the passengers and the general public and affect the quality of the Employer's service to its customers.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job and are listed below. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Other administrative functions have low physical demands.

1. Ability to potentially lift up to 70 lbs. to change a tire
2. Ability to bend to inspect the undercarriage of a vehicle and/or the tires
3. Ability to climb in and out of vehicles

WORK ENVIRONMENT:

This business is a 24 hour and 7 day a week operation. Employees may be required to work weekends, holidays and overtime as need to ensure that our clients receive the highest level of service. This position will also require the employee to be on-call as needed.

PERSONAL ATTRIBUTES:

Safety Minded	Dependability
Good Customer Service skills	Dedication
Good organizational skills	Good interpersonal skills
Good customer service skills	A strong sense of urgency

ARTICLE 43 DEATH BENEFIT

The Employer shall pay a $3,000 per member death benefit to employees that have accepted a trip and or they are in route to a scheduled shift or on the shift or heading home.

ARTICLE 44 INACTIVE LOCATIONS

The Union and Employer agree that as of the ratification of this agreement, the Employer lists no Employees as working at the following locations.

- Port Newark NJ CRSA
- Port Reading NJ CRSA
- Metuchen NJ CSX
- Houston TX BNSF Casey
- Herington KS UP
- La Place LA CN
- Topeka KS UP
- Chippewa Falls WI CN
- Taylor WI CN
- Aurora IL BNSF Hill
- Chicago IL CP
- South Bend IN CSSB
- Pokegama WI CN
- Blue Island IL CN
- Brookfield IL BNSF
- Hillside IL BNSF
- Albuquerque NM
- Tucumcari NM UP

Should the Employer restart business, hire employees, or transfer employees at any of the above locations, it shall pay any drivers hired at each location the corresponding yard and road rate for the nearest active location listed in Appendix A**.**

ARTICLE 45. DISPATCHERS AND STARTERS

SECTION 1: PAY AND POSITION DETERMINATION

Chicago/Cicero Dispatchers and Galesburg Starters shall receive $2.00/hour over their yard rate when performing the work of dispatch.

Starter positions shall be awarded by Regional Manager based on qualifications and customer needs.

SECTON 2: JOB DESCRIPTION

Position Summary:

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The Dispatcher/Starter serves customer by dispatching vans to transport crews safely and on time. The Galesburg Starter serves customer by dispatching yard vans to transport crews safely and on time.

Duties and Responsibilities:

- Determines condition of equipment by inspecting vehicle prior to each shift including checking fluid levels and tire pressure. Accurately complete van inspection forms, documenting any physical damage, mechanical or vehicle concerns.
- Ensures operation of vehicle by completing preventative maintenance as required
- Report any needed repairs or safety concerns to supervisor or manager
- Maintains customer relations by dispatching vans safely and efficiently.
- Documents trip by maintaining dispatch logs. Distributes supplies or performs other tasks as requested by the customer.

Qualifications:

To perform this position successfully, an individual must be able to meet each essential duty and responsibility to a satisfactory level. The requirements listed below are representative of the knowledge, skills, and/or experience required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Strong judgment and decision making abilities.
- Have a clear understanding of the English language.
- Clean controlled substance screen.
- Valid Driver’s License with no more than 2 moving violations within the last 3 years, no driving-related alcohol or drug related convictions within the last 3 years, no careless/reckless driving conviction with the last 3 years.
- Must be at least 21 years of age.
- Ability to safely operate a motor vehicle.

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ARTICLE 46 SCOPE OF THE AGREEMENT

The Agreement shall become effective upon ratification October 12, 2026 and shall remain in full force and effect through September 1st, 2030 at 11:59 pm. Otherwise it shall automatically renew itself and remain in full force and effect unless written notice of election to modify or terminate any provision of this Agreement is given by one party and received by the other no later than July 3, 2030, (or 60 days prior to expiration) or (July 3rd) of any succeeding year.

Such written notice shall be deemed given when emailed or mailed by certified mail and addressed as follows:

To the Union: 429 Fourth Avenue, Suite 805, Pittsburgh PA 15219

To the Employer: Hallcon Corp, 14325 West 95th Street, KS 66215

For the Employer 10/15/2026	For the Union 10/15/20265
Kaitlyn Girard	Diana Martinez
	Larry Hopkins
	Erin Frimpong

In memoriam:

The parties recognize and remember Nandell Baines of Houston Texas, beloved UE sister and leader and dedicated Hallcon road driver, who passed away on August 16th, 2026.

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Appendix A: Wage Schedule

UE Local	State	Locations	Yard Rate 08-23-2025	Road rate 08-23-2025	Yard Rate 08-23-2026	Road Rate 08-23-2026	2026 Yard Raise	2026 Road Raise
155	NJ	Newark Oak Island NJ CSX	16.37	17.56	16.90	18.10	0.53	0.54
155	NJ	Camden NJ Pavonia	16.37	18.00	16.90	18.50	0.53	0.50
977	KY	Corbin KY CSX	11.19	12.40	12.30	13.51	1.11	1.11
977	KY	Loyall KY CSX	12.11	13.43	12.80	14.12	0.69	0.69
977	LA	Baton Rouge	10.93	11.73	12.30	13.15	1.37	1.42
977	LA	Lafayette LA	10.93	11.73	12.30	13.15	1.37	1.42
977	LA	New Orleans LA CN	10.93	11.73	12.30	13.12	1.37	1.39
977	LA	Avondale LA BNSF	11.14	11.96	12.30	13.15	1.16	1.19
977	LA	Avondale LA UP	11.14	11.96	12.30	13.15	1.16	1.19
977	LA	Shreveport LA	12.72	14.13	13.55	14.96	0.83	0.83
977	OK	Chickasha OK UP	10.88	11.96	12.30	13.38	1.42	1.42
977	OK	Enid OK UP	10.88	11.96	12.30	13.50	1.42	1.54
977	TN	Memphis TN CN	12.72	14.13	13.61	14.99	0.89	0.86
977	TN	Memphis TN CSX	12.72	14.13	13.61	14.99	0.89	0.86
977	TN	Chattanooga TN CSX	13.7	15.21	14.39	15.93	0.69	0.72
977	TN	Etowah TN CSX	13.7	15.21	14.30	15.85	0.60	0.64
977	TX	Galveston TX BNSF	13.7	15.21	14.39	15.93	0.69	0.72
977	TX	Houston TX BNSF South	13.7	15.21	14.39	15.93	0.69	0.72
977	TX	Pearland TX BNSF	13.7	15.21	14.39	15.93	0.69	0.72
1077	CA	Bakersfield CA BNSF	18.59	18.99	19.10	19.50	0.51	0.51
1077	CA	Barstow CA	18.59	18.99	19.59	19.99	1.00	1.00
1077	CA	Fontana CA BNSF Kaiser	18.59	18.99	19.59	19.99	1.00	1.00
1077	CA	Fresno CA BNSF	18.59	18.99	19.10	19.50	0.51	0.51
1077	CA	Keddie CA BNSF	18.59	18.99	19.10	19.50	0.51	0.51
1077	CA	Marysville CA BNSF	18.59	18.99	19.10	19.50	0.51	0.51
1077	CA	Needles CA BNSF	18.59	19.37	19.59	20.37	1.00	1.00
1077	CA	Riverbank CA BNSF	18.59	18.99	19.10	19.50	0.51	0.51
1077	CA	San Bernardino CA BNSF	18.59	18.99	19.59	19.99	1.00	1.00

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UE Local	State	Locations	Yard Rate 08-23-2025	Road rate 08-23-2025	Yard Rate 08-23-2026	Road Rate 08-23-2026	2026 Yard Raise	2026 Road Raise
1077	CA	Stockton CA BNSF	18.59	18.99	19.10	19.50	0.51	0.51
1077	CA	San Diego CA BNSF	18.94	19.89	19.70	20.65	0.76	0.76
1077	CA	LA CA BNSF Watson	19.71	20.02	20.71	21.02	1.00	1.00
1077	CA	Los Angeles CA AM	19.71	20.02	20.71	21.02	1.00	1.00
1077	CA	Los Angeles CA BNSF	19.71	20.02	20.71	21.02	1.00	1.00
1077	CA	Los Angeles CA PH	19.71	20.02	20.71	21.02	1.00	1.00
1077	CA	Richmond CA BNSF	19.59	20.52	20.25	21.15	0.66	0.63
1177	IA	Clinton IA	12.72	14.13	13.59	15.00	0.87	0.87
1177	IA	Fort Dodge IA	12.72	14.13	13.59	15.00	0.87	0.87
1177	IA	Waterloo IA	12.72	14.13	13.59	15.00	0.87	0.87
1177	IA	Ottumwa IA	14.13	15.77	14.68	16.33	0.55	0.56
1177	IA	Fort Madison IA BNSF	14.56	16.25	15.20	16.85	0.64	0.60
1177	IL	Benton IL	15.76	16.58	16.39	17.28	0.63	0.70
1177	IL	Champaign IL	15.76	16.58	16.39	17.28	0.63	0.70
1177	IL	Decatur IL CN	15.76	16.58	16.39	17.28	0.63	0.70
1177	IL	Barstow IL	17.49	19.02	18.15	19.70	0.66	0.68
1177	IL	Galesburg IL BNSF	17.49	19.02	18.20	19.75	0.71	0.73
1177	IL	Aurora IL BNSF Eola	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Bensenville IL CP	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Chicago IL AM	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Chicago IL BNSF Corwith	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Chicago IL BRC	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Chicago IL CN Glen	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Chicago IL CP	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Chicago IL CSX	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Chicago IL CSX Riverdale	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Cicero IL BNSF	18.10	20.00	19.10	21.00	1.00	1.00
1177	IN	Hobart IN NS	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Joliet IL BNSF	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Joliet IL CN	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Markham IL CN	18.10	20.00	19.10	21.00	1.00	1.00
1177	IN	Fort Wayne IN CFER	13.10	14.56	13.80	15.26	0.70	0.70
1177	IN	Elkhart IN	16.62	18.48	17.20	19.03	0.58	0.55

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UE Local	State	Locations	Yard Rate 08-23-2025	Road rate 08-23-2025	Yard Rate 08-23-2026	Road Rate 08-23-2026	2026 Yard Raise	2026 Road Raise
1177	IL	Peoria IL BNSF	17.56	19.02	18.15	19.70	0.59	0.68
1177	IN	Gary IN Kirk CN	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Schiller Park IL CN	18.10	20.00	19.10	21.00	1.00	1.00
1177	IL	Willow Springs IL BNSF	18.10	20.00	19.10	21.00	1.00	1.00
1177	MN	Keenan MN CN	16.08	17.93	16.68	18.55	0.60	0.62
1177	MN	Proctor MN CN	16.08	17.93	16.68	18.55	0.60	0.62
1177	MN	Ranier MN CN	16.08	17.93	16.68	18.55	0.60	0.62
1177	MN	Two Harbors MN CN	16.08	17.93	16.68	18.55	0.60	0.62
1177	MO	Saint Louis MO CN	15.30	16.61	15.85	17.16	0.55	0.55
1177	OH	Carey OH WLER	13.59	13.87	14.15	14.65	0.56	0.78
1177	OH	Brewster OH WLER	13.59	14.64	14.15	15.20	0.56	0.56
1177	OH	Crestline OH CSX	13.59	14.64	14.27	15.34	0.68	0.70
1177	OH	Mansfield OH	13.59	14.64	14.15	15.20	0.56	0.56
1177	OH	Willard OH CSX	13.59	14.64	14.18	15.24	0.59	0.60
1177	OH	Youngstown OH CSX	13.59	14.64	14.15	15.20	0.56	0.56
1177	OH	Cleveland OH CSX	14.67	16.30	15.50	17.15	0.83	0.85
1177	OH	Cleveland OH NS	14.67	16.30	15.50	17.15	0.83	0.85
1177	WI	Green Bay WI CN	13.15	14.56	13.75	15.15	0.60	0.59
1177	WI	Ladysmith WI CN	13.15	14.56	13.75	15.15	0.60	0.59
1177	WI	Fond du Lac WI CN	14.56	16.25	15.10	16.75	0.54	0.50
1177	WI	Portage WI CP	14.56	16.25	15.21	16.86	0.65	0.61
1177	WI	Stevens Point WI CN	14.56	16.25	15.21	16.86	0.65	0.61
1477	NM	Gallup NM BNSF	14.46	16.25	15.17	16.98	0.71	0.73
1477	NM	Lordsburg NM	14.46	16.25	15.17	16.98	0.71	0.73
1477	NM	Vaughn NM UP	16.89	19.24	17.50	19.85	0.61	0.61

Appendix B: Road Board Bonus Memorandum of Agreement

MEMORANDUM OF AGREEMENT (MOA) ON ROAD BOARD BONUS PROGRAM

Between

UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE) LOCALS 155, , 977, 1077, 1177 & 1477

And

HALLCON CORPORATION

The parties, Hallcon Corporation and UE Locals, agree that they shall start the following bonus program three months following ratification of the contract :

Drivers, with at least six months of work experience with Hallcon, who meet the following requirements for a full pay period:

1. Are classified as active road drivers who are expected to work full-time hours;
2. Remain available on the road board outside of their two scheduled days off;
3. Achieve an 85% trip acceptance rating for non-ASAP trips; AND
4. Commits no chargeable accidents.

Shall receive the following:

1. One-hundred dollar ($100) bonus, minus taxes and deductions, paid through regular payroll for the pay period in question.

After six (6) months of running the bonus program the parties shall meet to assess its success, based on improvement in trip capture, safety, trip acceptance ratings across the bargaining unit, and other available metrics. After the six (6) month period, the parties shall negotiate and sign a second MOU to memorialize any necessary changes to the criteria of the bonus. The parties agree that the second MOU will not reduce or weaken any requirements for bonus eligibility.

The parties shall meet within 45 days of ratification of the parties' 2026-2030 Collective Bargaining Agreement to determine the process for implementing hours of availability, based on seniority, in states where Hours of Availability can be implemented.
The company shall fairly and transparently rotate drivers through the road board. Drivers at the top of the board will be called first for work. Once a driver completes a trip, they shall be placed at the bottom of the board, unless specified below. The following rules apply to the road board rotations.

The company shall assign 12-hour windows of availability by seniority in van park areas. Drivers shall bid on their preferred window of availability. Available windows shall be staggered by at least 30 minute intervals. For example, drivers will be able to bid on a 5:30am to 5:30pm window or a 6:00am to 6:00pm window. Drivers shall be automatically booked on the board at the beginning of their window of availability and booked off automatically at the end of their

window of availability. Drivers on their days off, or outside their window of availability, shall be removed from the board entirely. Drivers on their days off may elect to go on the back-up board, in accordance with the CBA.

If a driver is offered a trip that will take them more than one hour past their scheduled window, they have the option to refuse the trip with no discipline assessed and without losing their position on the board. Such offered trips shall not count in the denominator of drivers' biweekly trip acceptance rates.

Appendix C: Van Hub Home Locations

There shall be only one physical address assigned to any location for the road drivers home location. The Employer shall not change this location without first notifying the Union at least 30 days prior to a change. For purposes of defining home locations, the home location will be considered any trip that originates or ends in the California: UP Yard at Glendale, for Glendale employees, the UP Yard in Long Beach for Long Beach employees, the UP yard in San Jose for San Jose employees, the UP Yard in Oakland/Richmond for Oakland employees, the BNSF Yard in Oakland/Richmond for Richmond employees, and 410 J Street or other location in the vicinity of 9th-10th and Chestnut for Marysville employees; Keddie 200 Crescent St Quincy, CA In Illinois: Chicago IL, Bedford Park IL CSX 6620 S Lavergne Bedford Park, Cicero F74 5601 West 26th St Cicero, IL, Hillside F74A drivers 4400 Frontage Rd Hillside, IL, 85 McClure Rd Aurora for Aurora drivers, and LPC for Joliet drivers 26664 S. Elwood International Port Rd Elwood, IL, Benton drivers 604 S Du Quoin St Benton the Benton Yard, Champaign IL, 2905 N Oak St Urbana CN Railroads Kirk yard -1 N Buchanan St. Gary IN. 46402, Hawthorne- 3239 S 51st Ave, Cicero IL 60804, Joliet – 801 E Jackson St. Joliet IL 60432, Markham- I-294 CN Markham Yard. Hazel Crest IL 60429, Schiller Park- 4839 Ruby St, Schiller Park IL 60176, ; in Indiana: Elkhart, 2600 West Lusher Ave Elkhart IN, Hobart IN 2000 E State Rd Hobart, IN; in Missouri: St. Louis the Luther Yard ; in Oklahoma: Enid UP Depot for Enid drivers, Chickasha UP Depot for Chickasha drivers; in Louisiana: Shreveport-621 Lake, Baton Rouge- 1401 Foss St Baton Rouge, 2400 N River Rd., Avondale-2123 Hwy 90 & UP-5245 Red River Road Avondale, New Orleans-2351 Hickory Ave, Lafayette, LA BNSF 110 Sunbeam Ln Lafayette LA, ; in New Mexico: Lordsburg drivers, Lordsburg Yard 409 East E St, Tucumcari, NM 100 West Railroad Ave Tucumcari; in Ohio: Brewster 100 1st St SE Brewster, OH, Carey OH, 1225 Township Road A Carey, OH, Youngstown OH, 1900 Poland Youngstown, OH; in Wisconsin: Portage Yard, 400 West Oneida St Portage, WI; in Kansas: Topeka 801 NW Norris St, Topeka KS

Appendix D: Emergency Illness Fund

The Company shall set aside $20,000 for the life of the agreement to establish an emergency illness fund for bargaining unit members. Drivers can petition the Company for up to $1,500, subject to taxes and withholdings, to cover an emergency personal medical expense. The Company and Union shall make a determination on the request. If the $20,000 set aside during the agreement is exhausted, the parties will reconvene to determine if additional funds should be allocated for this benefit.