

**MEMORANDUM OF AGREEMENT
BETWEEN
BNSF RAILWAY
AND
SMART-TD**

Section I: Self-Supporting Pools

All unassigned pools that are not currently turn removal pools will have the following options:

Option 1: Turn Removal

- A. When trainmen in a pool layoff or a turn is unoccupied, the turn will be removed from the board. When a trainman returns from layoff, or a turn becomes occupied, the turn will be placed at the bottom of the working board.
- B. Vacancies in these pools shall be protected by the next following rested pool turn. If there are no rested pool turns available, BNSF will call an extra board trainman on a "cut in" turn that will operate for one round trip and then be removed from the pool upon tie-up at the home terminal.

Option 2: Step Up to Vacant Turn

- A. When the owner of a pool turn lays off, their turn will remain on the board and will be filled in the following manner:
 - 1. The first-out or senior employee (to be determined by location) who have requested to be stepped up in the pool subject to the following:
 - a. Trainmen will have the option of making themselves available for this work electronically, and the employee may turn this option on/off at any time.
 - b. Trainmen who have volunteered to be called for step-up service will be required to protect calls for service.
 - B. If no employee has requested to be stepped up in the pool, the first-out rested employee in the pool will be stepped up to fill the vacant turn and will be required to protect the call for service.
 - C. Once the employee steps up off their turn, completes the trip and ties back up at the home terminal, they will be returned to their turn in the pool. If the employee's turn is still at the home terminal and on the working board, at the time of tie-up the employee will have the option at that time of remaining in rotation on the board or taking the foot-of-the-board.
 - D. Trainmen called for step-up service will be paid for the service they perform (i.e., no make whole).

- E. If there are no rested trainmen in the pool available, BNSF will call an extra board trainman to operate for one round trip.

Section II: Pool Regulation/Board Adjustments

Effective with the implementation of work/rest pools, and no later than _____, 2023, pool regulation will be modified as follows for through freight pools.

- A. All pool service will be regulated on starts rather than mileage. A start is defined as any outbound start made in a pool (from the home or away-from-home terminal), including deadhead, turnaround trips, etc. made by either a pool turn or make-up turn in a pool.
- B. To ensure the successful application of this provision, within three (3) months of the effective date of this Agreement, the monthly start regulation range of a specific pool will be determined jointly by the SMART-TD General Chairman and BNSF Labor Relations to ensure the regulation results in the following:

The regulation method provided is intended to meet operational obligations, achieve manpower stability, sufficient home cycle time, and provide sufficient earning opportunity for the involved trainmen. The established range may be modified if any of the below occur:

1. Consistently depressed earnings for involved trainmen;
 2. Consistent need for adjustment;
 3. Consistently excessive RSIA mandatory unavailable time;
 4. Consistently excessive make-up turns necessary;
 5. Trains consistently held for trainmen;
 6. Less than consistently predictable time off
- C. The determined monthly starts targets may be modified by mutual agreement.
 - D. All pool and extra board adjustments will be made once a week on Mondays. BNSF may add turns to extra boards on a day of the week other than Monday only with mutual concurrence from the governing SMART-TD Local or General Chairman, or their designee.
 - E. The checking period for pool service will be calculated each Sunday for the previous fifteen (15) days running from Saturday to Saturday. The following formula will be used to determine the average monthly starts per turn:
 1. Calculate the number of monthly starts for the pool by multiplying the number of starts made by the pool during the checking period by 2.
 2. To determine the average monthly starts per turn, divide the number of monthly starts for the pool by the number of regular pool turns.

- F. If the average monthly starts per turn are outside the parameters for the pool as determined by the procedure outlined in B above, the pool will be adjusted so that the average number of monthly starts per turn is within the applicable range for the pool. When mid-range adjustment is the objective, resulting turn fractions of .50 will be rounded up and .49 and below will be rounded down.

Section III – Permanent Bid System

Scheduling agreements, schedule rules and agreements covering assignments and vacancies for conductors, trainmen and yardmen are changed, and/or standardized, as outlined in Side Letter No. 2, and as follows:

Permanent Bid System

- A. Existing service (e.g., pool service, extra boards, assigned jobs, etc.) will not be advertised.
- B. New assignments (other than increases to pool freight and extra boards) will be advertised. The senior applicant will be assigned at the time the bulletin closes, which will be 11:00 a.m. CT. An assignment that has been changed under the below provisions will be advertised as a new assignment. Advertisements will be posted for five days (defined as five (5) twenty-four (24) hour periods) with the exception that advertisements will not be bulletined to close on holidays. Any advertisement that would be scheduled to close on a holiday will be extended to close the day following the holiday.
- C. Trainmen wishing to bid on new or existing assignments must update their permanent bid to indicate such.
1. New bulletins will include information as to: nature and/or class of service, territorial limits of assignment, on-duty time, layover days, layover point, and home terminal. Bulletins for local freight service will also include information regarding the number of trips to be made per day and between what points. Bulletins for pool or irregular freight service will not include on duty time or layover days (unless applicable).
 2. Assigned road service (i.e., locals, road switchers, work trains, etc.) will be re-bulletined (subject to the provisions above) in all instances when the bulletined limits of the assignment are changed; change in class of service; the service is changed from straightaway to turnaround or vice-versa; a starting time is changed by two (2) hours or more; or if on and off duty points, layover points, or days on which service is to be performed are changed.
 3. Assigned yard service will be re-bulletined when on and off duty points or rest days are changed, change in rate of pay, or starting time of assigned jobs are changed.

4. When an extra yard assignment has been run for more than three (3) consecutive days in any rolling seven (7) day period the job must be advertised and assigned in accordance with the prevailing CBA.

Note: The extra yard assignments notated above do not need to be run on the same shift to be counted.

5. Incumbents of assignments re-advertised pursuant to Sections C(1), C(2) and C(3) above may continue to work the assignment during the period the new assignment is being advertised.
 6. A trainman absent from service during the bulletined period of a new assignment will be permitted to take such assignment upon return to duty, provided they update their permanent bid sheet accordingly, do so prior to performing any other service, their seniority entitles them to the assignment, and barring any hold-down provisions or other agreement provisions governing that assignment.
 7. A trainman who gets displaced during the period a new assignment or assignments are under bulletin will be permitted to take such new assignment at the next job assignment time provided their bid sheets are properly updated, and provided they are senior to the trainman filling such job during the bulletin period.
- D. Assignment of trainmen to permanent vacancies shall be made by BNSF's permanent bid system. A list of all assignments at each terminal (including outlying assignments) will be made available via the permanent bid system. Any trainman holding seniority as a trainman may list any trainman jobs on their seniority district(s) on their trainman bid sheet.
1. The permanent bid system will run daily so that any job changes will become effective and trainmen will be placed on those new assignments at 11:00 a.m. CT. Trainmen will receive courtesy notification of such changes but will be deemed notified at the time of the 11:00 a.m. CT assignment change. If trainmen are on duty, on FRA mandated rest, on assigned rest days (or days off) of the previous assignment, or laid off, they will be deemed notified upon tic-up, upon becoming rested, and/or upon completion of rest days or markup from lay off.
 2. If trainmen are on duty, on FRA mandated rest, on assigned rest days (or days off) of the previous assignment or laid off at the time a job change becomes effective, their new job will become effective at the time the trainman takes notification, becomes FRA rested, and/or upon completion of rest days or markup from lay off, whichever is earlier. At that time the trainman will be moved to the pool or extra board and begin working their way up the service board.

- E. A job selection option will be made available to trainmen that will permit them to indicate their preference of assignment(s), in the order of their preference choices. This order of preference will be known as the "permanent bid" sheet. A permanent bid sheet may be updated at any time and will be used in placing trainmen in the event they are displaced and/or as permanent vacancies occur. The placement of trainmen who are on duty or laid off, or otherwise unavailable (i.e., on assigned rest days of the previous assignment) at the time job selection occurs, will become effective upon completion of their tours of duty or upon becoming available. (i.e., them becoming federally rested or at the end of their assigned rest days, or upon marking up.)

NOTE: Ground service permanent bids will remain intact, but will not be considered when any employee is in engine service (subject to ATSF Flowback rules)

1. A trainman displaced from a run or assignment by a senior trainman in accordance with schedule rules and/or agreements, or by board adjustments, will be assigned to another assignment consistent with their permanent bid sheet.
2. In the event a trainman's permanent bid sheet is blank, or they do not have the seniority to hold any of their choices on their permanent bid sheet, BNSF will force assign the employee to an open position; if none, the trainman will be forced to displace the junior employee on the governing extra board of the service at the source of supply from which they were displaced. If the employee is unable to hold the extra board, they will displace the junior employee covered by that source of supply, excluding assignments covered by hold-down provisions. This will not change the demarcation between road and yard.
3. A turn added to an existing through freight pool or extra board will be considered an additional assignment, and it will be assigned to the senior trainman showing preference for the pool or extra board on their permanent bid sheet.
4. Trainmen will not be allowed to move from one turn to another within the same pool. Trainmen will be allowed to revert to the extra board or pool from a regular assignment but must then protect the extra board or pool for at least one start prior to moving to any other assignment. If the pool or extra board has a rest day or former road equity agreement, displacements will be governed by the parameters of the rest day or former road equity agreement. Trainmen will not be allowed to move from one extra board to another extra board within the same class of service within the same terminal without protecting at least one start on the previous extra board.
5. A trainman returning from a known vacancy of seven (7) days or more (e.g., vacation, leave of absence, detached service, suspension, etc.) will be permitted to take the run/assignment of their choice, provided (1) they update their permanent bid sheet prior to their return to duty, and (2) their seniority entitles them to such run/assignment.

- a. A trainman displacing into through freight or extra board service will first be placed to an open turn; if none, they will displace the junior trainman on the desired pool/extra board. If the pool or extra board has a rest day or former road equity agreement, displacements will be governed by the parameters of the rest day or former road equity agreement.
 - b. In the event a trainman's permanent bid sheet is blank, or they do not have the seniority to hold any of their choices on their permanent bid sheet, BNSF may force assign the employee to an open position; if none, the trainman will be forced to displace the junior employee on the governing extra board of the service at the source of supply from which they were displaced. If the employee is unable to hold the extra board, they will displace the junior employee covered by that source of supply, excluding assignments covered by hold-down provisions. This will not change the demarcation between road and yard.
 - c. While on vacation, the trainman will be placed to the "vacation board". In the case of a trainman who went on vacation while working a rest-cycle board, they may return to their previous rest cycle regardless of the seniority standing of the trainman who was awarded their rest cycle while they were on vacation. If the trainman's rest-cycle turn was cut while they were on vacation, they may displace the junior trainman on the same rest-cycle. If the pool does not have a rest cycle, and they wish to return to the same pool, they will displace the junior trainman in the pool.
6. If the number of pool or extra board turns is reduced, the junior trainman on that board will be removed and will be immediately assigned to the next highest position on their permanent bid sheet, seniority permitting. In the event the pool or extra board has assigned rest cycles or a former road equity agreement, BNSF may reduce the pool or extra board as outlined by the governing rest cycle agreement or former road equity agreement.
- a. In the event a trainman's permanent bid sheet is blank, or they do not have the seniority to hold any of their choices on their permanent bid sheet, BNSF may force assign the employee to an open position; if none, the trainman will be forced to displace the junior employee on the governing extra board of the service at the source of supply from which they were displaced. If the employee is unable to hold the extra board, they will displace the junior employee covered by that source of supply, excluding assignments covered by hold-down provisions. This will not change the demarcation between road and yard.
- F. In the absence of a bid for a permanent vacancy or new assignment, the position will be filled in the following sequence:

On former BN Properties:

- (1) Conductor, Brakeman or Yardman vacancy - The most junior employee working an extra board position at the source of supply.

On former ATSF Properties:

- (1) Conductor or Brakeman vacancy - The junior employee on the road (conductor, brakeman, or combo) extra board.

- (2) Yard Foreman vacancy - The most junior employee of the yard extra board or assigned helper at the source of supply.

- (3) Yard Helper vacancy - The junior employee on the yardman's extra board.

NOTE: For both BN and ATSF, when an employee is force assigned, they may at that time give notice of their desire to be relieved when a junior qualified employee becomes available on the extra board at that source of supply. It will be the obligation of the force assigned employee to notify Workforce Management within forty-eight (48) hours of a junior employee becoming available; or within forty-eight (48) hours of returning from rest days or approved layoff; or remain force assigned.

When the junior employee becomes available, the employee who had been force assigned will be released from the assignment, and the junior employee will be placed on the vacancy. No deadhead pay will be allowed to the released employee in connection therewith. The employee released will have their permanent bid sheet run and be placed in accordance with Paragraph D above.

Alternatively, a force assigned employee has the right to bid to another assignment, seniority permitting, unless not allowed under existing agreements.

- G. Known vacancies of seven (7) days or more will be considered permanent vacancies and will be assigned to the senior trainman showing the assignment on their permanent bid sheet.
- H. Vacancies other than permanent vacancies (e.g., single day layoffs, layoffs less than seven (7) days, etc.) will be filled under the prevailing collective bargaining agreement.
- I. All trainmen who have held the same assignment for a minimum of thirty (30) days are entitled to a thirty (30) day bump. Thirty (30) day bumps may be requested at any time of day but will not be executed until the next job assignment change time (e.g., 11:00 a.m. CT) as outlined above.

Section IV - Work/Rest Implementation Guidelines

Part I – Work/Rest Pools and Extra Boards

The Parties recognize that the current process for manning and scheduling pools and extra boards may be modified to provide trainmen more predictable work/rest schedules. The parties agree that work/rest schedules will be designed with the following principles in mind:

- 1) ensure availability of a sufficient number of trainmen;
- 2) provide trainmen predictable scheduled time off;
- 3) minimize fluctuation in earnings to the trainmen;
- 4) minimize cost increases to the Carrier; and
- 5) adapt to account for differences in pool/extra board size, types of assignments, and operational factors at individual locations.

A. The parties will consider alternative work/rest schedules as mutually agreed upon.

- Earned rest consisting of six (6) starts followed by three (3) rest days (6/3)
- Six (6) work days followed by three (3) rest days (6/3)
- Five (5) work days followed by two (2) rest days (5/2)
- Eleven (11) days on four (4) days off (11/4) as outlined in Sweetwater pilot agreement
- Predictive Work schedule (PWS) as currently operated on the property at select locations
- Seven (7) work days followed by three (3) rest days (7/3)
- Combination of six (6) calendar work/available days followed by two (2) rest days, then four (4) calendar work/available days followed by two (2) rest days (6/2, 4/2)
- Home Cycle rest time for pools
- For assigned service alternative work weeks such as (4/3 3/4) or (3/2 2/3)
- Other work/rest schedules as may be mutually agreed upon

B. Consistent with the above provisions, unless the parties mutually agree that a pool or extra board can work under one of the alternate work/rest schedules above, the parties agree that the preferred/primary work/rest schedule for unassigned service will be as follows:

1. For unassigned pool freight service and road extra boards, the preferred/primary work/rest schedule will be six (6) calendar days followed by three (3) voluntary rest days (6/3), wherein the rest days rotate. Trainmen will be required to give BNSF at least forty-eight (48) hours' notice of their intent to observe or not observe their rest days. (See Side Letter No. 4).
2. For unassigned yard extra boards, the preferred/primary work/rest schedule will be five (5) calendar days followed by two (2) mandatory rest days.
3. Existing pool service that naturally provides predictable time off may remain in place unless changed by mutual consent.

- C. Any pools or extra boards that have existing fatigue mitigation programs in place before the signing of this Agreement will have the ability to maintain their current fatigue mitigation system.
- D. If either party believes implementation or continuation of the work/rest schedule for the involved service does not meet the objectives of the work/rest principles as outlined in this Article, written objection to a Disputes Committee comprised of the SMART-TD General Chairmen and an equal number of BNSF representatives may be filed. The Disputes Committee will meet within 20 days of the objection to resolve the issues, unless other arrangements are made.
- E. If the Disputes Committee is unable to resolve the dispute, it may be submitted to expedited arbitration. The party who initiated the objection to the Disputes Committee will bear the burden of proof. The Arbitrator will determine if the current work/rest schedule meets the below listed work/rest principles; and, if not, whether the proposed work/rest schedule meets those principles:
 - 1)ensure availability of a sufficient number of trainmen;
 - 2)provide trainmen predictable scheduled time off;
 - 3)minimize fluctuation in earnings to the trainmen;
 - 4)minimize cost increases to the Carrier

Section V – Extra Board Supplementation

- A. At any location where separate road and yard extra board(s) exist, the following will apply:
 - 1. The road extra board(s) will remain the primary source of supply for road vacancies, and the yard extra board will remain the primary source of supply for yard vacancies.
 - 2. In the event the yard extra board (or straight time yard extra board employees where applicable) is exhausted, the following call order will apply:
 - a. Regularly assigned yard employees on rest days who have requested extra work will be called in seniority order and must accept the call for service. Should an employee miss a call for service under this provision they will not be subject to discipline but will be removed from the call list for thirty (30) days.
 - b. Yard extra board employees at overtime (where applicable) will be called and must accept the call for service.
 - c. Should a specific road extra board have a call list of employees for supplemental work, the first-out rested employee who has requested to be called for extra work will be called for service and must accept the call.

- d. If there are no rested employees who have requested to be called for extra work, the first-out rested employee on the applicable road extra board must accept the call.
3. In the event the road extra board(s) is exhausted, the following call order will apply:
 - a. Should a specific yard extra board have a call list of employees for supplemental work, the first-out rested employee who has requested to be called for extra work will be called for service and must accept the call.
 - b. If there are no rested employees who have requested to be called for extra work, the first-out rested employee on the yard extra board must accept the call.
 4. When an employee on the road extra board is called to fill a yard vacancy, they will be allowed the difference in pay, if any, between the road assignment missed and the yard assignment worked, and the make whole pay will offset guarantee.
 5. When an employee on the yard extra board is called to fill a road vacancy, they will be compensated for the position worked and will convert to the applicable road guarantee rate of pay for the half in which the on-duty time of the outbound trip at the home terminal occurred.
- B. At locations where no extra board currently exists, BNSF may establish new road, new yard, or new combination road/yard extra board(s), with thirty (30) days' notice. The parties will have thirty (30) days to set reasonable terms for said extra boards based on similar boards. Additionally, BNSF will not force employees from an existing source of supply to provide manpower for these extra boards.
 - C. BNSF may abolish existing road, yard, or combination extra boards with thirty (30) days' notice. It is not the intent of the parties to abolish existing separate road and yard extra boards and then reestablish new combination road/yard extra boards under Paragraph B above.
 - D. All extra boards will be regulated by BNSF based on the needs of the service.

Section VI – Paid Leave handling “PRE”

- A. It is agreed that all pre-scheduled/pre-approved personal leave days and vacation (both weekly and single-day) will begin at 9:00 a.m. and end at 8:59 a.m.
 1. Trainmen whose assignments are called to protect or assigned to protect service between 12:01 a.m. and 9:00 a.m. on the day before any pre-scheduled/pre-approved vacation or personal leave day will not be called for that service. Instead, they will be laid off “PRE” at the time of that call for their assignment and their assignment will be filled in accordance with the current CBA.

Section VII – Earned Day Off

- A. For any quarter in which a trainman achieves Perfect Attendance (as outlined below), that trainman will receive one unpaid Earned Day Off (EDO) for use within the next qualifying quarter of eligibility determination.
- B. Perfect Attendance is defined as marked up on their assignment, working regularly, observing Rest Days, Booked Rest, or other absences that are sanctioned by Agreement (e.g., vacation, PLD). Employees will be disqualified from Perfect Attendance status by taking non-compensated time off (i.e., laying off sick, missing a call for service, etc.).
 - 1. Trainmen must be in active service to qualify for the EDO.
 - 2. Trainmen who are out of active service (i.e., furloughed, leave of absence, etc.) for less than thirty (30) days will retain credit for previous months worked. Any trainman who is absent from active service in excess of thirty (30) days would not retain credit for prior months worked.
- C. Trainmen will notify the Carrier at least five (5) days in advance of the day that they intend to take an EDO.
- D. EDOs will start at 9:00 a.m. and end at 8:59 a.m. on the scheduled day. Trainmen whose assignments are called to protect or assigned to protect service between 12:01 a.m. and 9:00 a.m. will be laid off "PRE" at the time of that call for their assignment and their assignment will be filled in accordance with existing pool agreements.
- D. Trainmen who are working or away from their home terminal at the beginning of an authorized EDO may request to be tied up for 24 hours immediately upon return to their home terminal or rescind their EDO request.
- E. An EDO will not disqualify a trainman from Perfect Attendance eligibility.
- F. Any EDO that is requested more than five (5) days in advance of desired day off may only be denied in exigent circumstances by BNSF. Any EDO request that is denied by BNSF will result in payment of a basic day at the rate of the last service performed above and beyond all earnings without deduction therefrom and the employee will retain the EDO to be used at a later date in the next qualifying quarter.
- G. EDOs confer the trainman the right to be off, not the right to compensation. The EDO may be used in conjunction with a Personal Leave Day or a Vacation Day to provide the employee compensation, but the primary use of the EDO is for the trainman to secure desired time off. Use of an EDO, whether the employee chooses to use compensation or not, cannot be held against an employee for discipline, absenteeism, or attendance in any manner.

Section VIII – Turn Swap

In order to increase employee work schedule flexibility, the parties agree to the following:

- A. FRA rested trainmen on the same board may elect to swap positions utilizing the following process:
 1. Trainmen who are interested in potential turn swap opportunities must “opt-in” utilizing the applicable system (e.g., Workforce Hub).
 3. Utilizing the “Turn Swap” tool in the applicable system (e.g., Workforce Hub), a rested trainman may select the trainman with whom they want to swap board position:
 - a. Only one swap request is permitted at any time.
 - b. The trainman must select the trainman they wish to swap turns with and a time period of 10, 20, or 30 minutes for the request to be responded to.
 - c. Once the request is submitted, BNSF will present the swap offer to the selected trainman. The offer will be available for the time period selected. If no action is taken, the request will automatically deny, and the trainman may submit a new request.
 - d. If the receiving trainman declines, BNSF will notify the requestor that the swap was rejected. At this point, the trainman may submit a new request.
 - e. If the request is accepted, BNSF will swap board positions, and notify both trainmen of the swap (this move will permanently switch board positions, and there will be no restoration of turn at a later time).
 3. Moving up on the board via turn swap will not be available for trainmen who have a pre-approved layoff or rest day scheduled within 24 hours.
 4. Trainmen may only utilize the swap turn function once between working trips.
 5. Trainmen who utilize turn swap and subsequently layoff, excluding bona-fide/provable emergencies, will be shown as “laid off on call,” and handled in accordance with BNSF’s attendance policy.
 6. Trainmen who swap turns will be paid for the service protected (i.e. no make whole payments).

Section IX – Held-Away-From-Home Terminal

- A. All trainmen who are held at the away-from-home terminal will begin pay after 16 hours at the away-from-home terminal measured from the trainman's tie up time. Held-away time will be paid continuously until the trainman is called for service to the home terminal.
- B. BNSF will make every effort to get trainmen into the away-from-home terminal before or upon the expiration of their hours of service (See NOTE below). The 16-hour threshold will continue to apply even when a trainman has to observe additional rest under the Federal Hours of Service law.
 - 1. A trainman called and released at the away-from-home terminal will continue to be on held-away from the trainman's prior tie-up time until the trainman is called to perform service to the home terminal.

NOTE: In the event SMART-TD finds that this commitment is not being fulfilled at a particular location, the appropriate SMART-TD General Chairman shall promptly contact the appropriate Labor Relations Officer, in writing, stating the reasons or circumstances involved. The Director of Labor Relations will promptly schedule a conference between the parties to discuss the matter and seek a resolution. The conference will include the appropriate representatives of SMART-TD and BNSF.

Section X – Vacations

- A. Effective January 1, 2024, those employees assigned vacation under the jurisdiction of SMART-TD and who have met the requirements in accordance with the National Vacation Agreement of 1949 (with revisions) for 25 years of service to receive five (5) weeks' vacation, will receive one (1) additional week for a total of six (6) weeks.
- B. Effective January 1, 2024, those employees assigned vacation under the jurisdiction of SMART-TD will be allowed to select one additional week to "float" as single days (total of up to two weeks) and they are to be approved in the same manner as the present one (1) week of single day vacation. Nothing in this paragraph (B) increases any employee's total vacation entitlement.

Section XI - Bereavement Leave

- A. Bereavement leave will be allowed in the case of death of a trainman's brother, sister, parents, child, grandchild, spouse, spouse's parents, half-brother, half-sister, step-brother, step-sister, step-parent, step-child, or legally adopted child. The bereavement leave will not exceed three (3) calendar days to be observed within 30 days following the date of the death. The days do not need to be used consecutively, but all days must be used within the 30-day period. During bereavement leave, the trainman will be allowed a minimum basic day's pay at the rate of the last service rendered for the number of working days lost. Trainmen taking leave will make arrangements with their supervising officials in the usual manner.
- B. If there is a need to extend use beyond the 30-day period, additional supervisor approval is required.

Section XII – Certification Pay

- A. Effective with this Agreement, trainman's Certification Pay, as established by Article V of the UTU National Agreement dated September 16, 2011, will be subject to any future general wage increase and/or COLAs.

Section XIII – Away-From-Home Terminal Meals

- A. Effective with this Agreement, all away-from-home terminal meals as established by National Agreement or Local Agreement, will be subject to any future general wage increase and/or COLAs.

The purpose of this Agreement is to settle all issues related to the Article VI and VII Notices served by BNSF in final settlement of the imposed December 2, 2022 SMART-TD National Agreement.

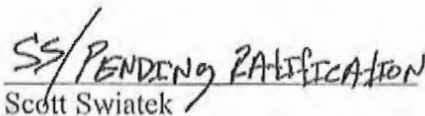
Except as modified herein, all other rules, agreements, practices and understandings remain unchanged.

FOR BNSF:

FOR SMART-TD:



Rob Karov



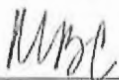
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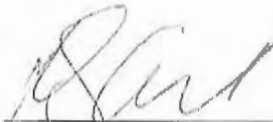
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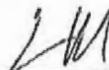
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Mike LaPresta



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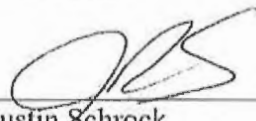
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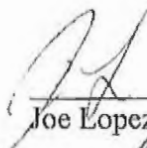


Roy Davis

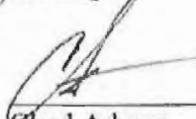


Justin Schrock

Approved by:



Joe Lopez



Chad Adams



Jamie Modesitt

Appendix 1 – New Hire Training Agreement

BNSF and SMART-TD jointly recognize the need to streamline and improve the existing conductor training programs. This Memorandum of Agreement supersedes all existing new hire conductor training agreements (including any current local agreements and practices) with which it conflicts to the extent outlined below. This Agreement only modifies other existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

I. New Hire Training Program

A. BNSF will establish and maintain an FRA-approved training program for the purpose of training, qualifying, and promoting new ground service employees as brakemen, helpers, conductors, and foremen. The training program shall consist of classroom instruction and work experience/on-the-job training (“OJT”) as determined by this agreement and parties thereto. All necessary classrooms, books, and materials shall be furnished by BNSF.

B. The current training program is contained in Attachment A.

Note: No changes to the length and/or structure of the training program will be made without agreement of the parties.

C. Classroom training / Orientation:

1. Classroom training will be scheduled for nine hours, including one hour for lunch.
2. Students will not exceed six days of training in each week of orientation and classroom instruction.
3. If the training schedule does not require attendance on a day or days of a calendar week, trainees at other than their hire location will be permitted to return to their hire location and travel back to the training location at their own expense, recognizing their obligation to report for the next scheduled training day.

D. Conductor / Foreman promotion examination

1. Testing will be conducted based upon current Attachment schedule.

E. RCO/Hostler training

1. RCO

- a. A portion of RCO training as defined in the November 18, 2003, RCO Agreement will be completed during the classroom training portion of new-hire training. The "OJT" portion of RCO will be provided for trainees dependent on hire location.
- b. Employees hired at locations with active RCO operations will receive the remaining training, including certification, to be conducted immediately at the employee hire location after successful completion of the new hire training program.

2. Hostler

- a. Employees hired at former BN locations with yard operations; or locations with active hostler operations will receive hostler training as part of their new hire training program.
- b. A portion of hostler training will be completed during the classroom training portion of new-hire training. The "OJT" portion of hostler training will be provided for trainees dependent on hire location.
- c. Employees hired at former BN locations with yard operations; or locations with active hostler operations will receive the remaining training, including certification, to be conducted immediately at the employee hire location after successful completion of the new hire training program.
 - i. If an employee who did not receive RCO and/or hostler training, including certification, following the completion of new hire training, subsequently bids or is forced to a location that requires either (or both) certifications, the following will apply:
 - a. RCO training will be conducted pursuant to the November 18, 2003, RCO Agreement.
 - b. Hostler training will be conducted as part of the employee's territorial qualification at the new location.

F. Additional Training

1. If, in the opinion of the Training Coordinator and Division General Manager (or their designee) any location's geographical (or other) requirements require that trainees be afforded additional OJT time, the training program may be extended by up to an additional five (5) weeks to address those needs.

2. If in the opinion of the Training Coordinator, any individual trainee has any deficiency that needs addressing or additional training needs at the scheduled end of the training program, the training program may be extended by up to an additional five (5) weeks to address those deficiencies or any needed additional training. This additional training may include on-the-job training, classroom instruction, or some combination of both. The structure of these additional week(s) of training shall be customized to address the needs of the affected trainee and shall be designed by the Training Coordinator.

3. Compensation

Effective as of the date of this agreement compensation will be based on the following rates subject to future wage increases:

A. Trainees

1. Training pay: \$230.28 per day / Six days per week
 - a. Should trainees exceed twelve (12) hours on-duty per day, or forty-eight (48) hours per week, they will be compensated at the overtime rate on a per minute basis of the daily rate.
2. Expenses
 - a. Trainees required to travel to the centralized training location will be allowed a one-time \$200 travel stipend. This stipend is not subject to GWI or COLA but the amount will be increased by \$20.00 every two (2) years.
 - b. Trainees will be allowed \$65.00 per day meal allowance for each day in attendance at the orientation and classroom portions of the training program or for each day the employee is at the centralized training center.
 - c. If the parties agree, training may be conducted at other than the hire location subject to travel expenses as outlined below.
3. Travel
 - a. Reasonable and necessary travel will be provided/reimbursed as follows for orientation, classroom and OJT portions of the training program (if held at other than the hire location):
 - i. Company provided airfare if trainee elects to travel to the training location via air; or

- ii. Mileage reimbursement under IRS regulations for the most direct route to and from the hire location to the location where the orientation, classroom or OJT training is conducted if trainee elects to drive to training location.
 - iii. If trainees elect BNSF will provide transportation to and from the designated terminal of hire to the designated airport of travel.
 - iv. Trainees will be provided reasonable access or transportation to / from basic necessities.
 - v. Trainees will be eligible for lodging provided the employee's hire location exceeds a thirty-mile radius from the training location.
4. All time enrolled in this training program and compensation received will be utilized to determine eligibility for vacation. Trainees will be covered under the Group Plan of Comprehensive Medical and Dental Insurance applicable to trainmen/yardmen.
5. During OJT, trainees will be eligible for all away-from-home terminal allowances including meal payments and held-away-from-home terminal time.

B. Craft OJT instructors

1. When trainees in OJT are called to work, the trainee's ground service crew member(s) will act as craft instructor(s), training the trainee in the proper performance of the duties of trainmen under actual working conditions. The trainee will be permitted to perform the functions and duties of the job, including the preparation of any required reports.
2. Craft instructors will be required to complete evaluations of trainees assigned to them as directed.
3. Craft instructors who perform training as outlined above, will receive an instructor allowance of 1.1 times (110% of) the regular basic trip rate or basic daily rate for each tour of duty that a trainee is assigned to (and working with) the Craft Instructors for training. This premium rate will not apply to duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money. If a trainee works on a crew with more than one ground crew craft instructor, all members of the ground crew will qualify for the instructor allowance. This payment will not be used to offset guarantee.
4. Trainees will not be used to supplant crew members, and the presence of a trainee in OJT will not affect the conditions and restrictions of the service as outlined in existing Crew Consist agreements.

4. Training Coordinators

- A. When there is a need for a Training Coordinator(s) at a location(s), SMART-TD will provide a list of applicants in active ground service at hire location. The Training Coordinator will be jointly selected by the local Superintendent and the appropriate SMART-TD General Chairperson(s) or other designated employee. Should there be a disagreement on the selected candidate(s), the General Manager and General Chairperson(s) will work together to make the final determination.
- B. Compensation
1. Training Coordinator(s) will be paid on a salaried basis, ensuring that they experience no loss of earnings compared to what they earned in scheduled service during the highest paid six (6) months of the previous calendar year. Lump sum payments and any other unusual payments received during that six months shall be approximately factored into their salary to prevent any windfall either to the employee or BNSF. However, Trainers will be compensated a minimum of \$6353.86 per pay half, subject to all future wage increases.
 2. Training Coordinator(s) will be allowed to observe their allotted vacation time or will have any unobserved vacation time paid out at the end of the calendar year.
 3. Training Coordinator(s) will be reimbursed for necessary business expenses under the "Travel and Entertainment Expense Policy."
- C. As determined by the Division General Manager and the appropriate General Chairperson (or their designee), locations will be able to designate a relief Training Coordinator in order to ensure vacation coverage and/or full coverage in the event the full-time designated Training Coordinator should be absent or become unable to perform their duties.
- Note: A primary Training Coordinator at an alternate location may also serve as a relief coordinator if schedules permit.
- D. Training Coordinator(s) will work with the Technical Training Center (TTC) managers to coordinate and oversee new hire classes at their location(s).

5. Establishment of Seniority

- A. At the end of the first week of the New Hire Training program, trainees will be ranked amongst themselves as follows:
1. Trainees transferring from other crafts within BNSF will be ranked highest in potential seniority amongst the trainees with the same hire date regardless of location based on their original hire date with BNSF.

2. New employees will establish seniority by drawing numbers within their class. In a class of 20, the trainee drawing number 1 will have the best seniority and the trainee drawing number 20 would have the least seniority.

Note: The trainees will first draw to determine order of draw for which trainee gets to draw first, second, etc. Then the trainees will draw to determine the actual ranking of seniority.

3. The classes that have the same hire date will all be numbered and drawn blindly by one of the involved Training Coordinators to establish the order of seniority amongst the individual class locations on the common system seniority roster (where applicable).

Note: The Training Coordinator will first draw to determine order of draw for which location gets to draw first, second, etc. Then the Training Coordinator will draw to determine the actual ranking of the classes.

Example: If there are 6 classes with the same hire date, the class drawing number 1 will have the best seniority and the class drawing number 6 would have the least seniority.

6. Completion of Program

A. Remediation Handling

1. Any employee who fails to pass the initial promotion examination will be allowed a second chance to take the test. The second test date will occur no more than 5 weeks after the initial test date.
2. Any employee who fails to pass the promotion examination after two attempts will automatically forfeit all seniority rights in train and yard service with BNSF and be removed from train and yard service.
3. If, at any point during the training program, it becomes evident a trainee will not be able to successfully complete the New Hire Training program, the Training Coordinator (or applicable General Chairperson) and the Division GM (or designee) may agree to reject a trainee's application for employment. Applications rejected by BNSF must be declined in writing to the applicant.
4. Upon completing training and protecting the first tour of compensated service, an additional sixty (60) days shall commence extending the time during which BNSF may reject the application for employment. Applications rejected BNSF must be declined in writing to the applicant during their probationary period or application shall be considered accepted.

- B. Pending FRA approval, if a trainee who has previous experience as a trainman/yardman on another railroad and has successfully completed the FRA-approved BNSF experienced conductor new hire training program proficiency and skills evaluation, they will be allowed to mark up for service prior to the scheduled end of the regular New Hire training program with sign off from Training Coordinator. This will in no way affect their seniority standing as determined during the seniority draw.
- C. If an employee is unable to complete the training program due to an illness or off duty injury verified by medical documentation, they will have their training extended by an equal number of days that they were unavailable. However, if the employee has not successfully completed the program within twenty-four (24) months, the employee's application for employment will be disapproved and the employee will not retain seniority in train service.
 - 1. In cases that may not involve personal illness or off duty injury BNSF and SMART-TD may agree to make an exception and mutually agree to extend training for an employee. In addition, with mutual agreement BNSF and SMART-TD may agree to retain an employee beyond the twenty-four (24) months discussed in (c) above if an individual situation warrants exception.

7. Primary Recall

- A. Due to BNSF's need to maintain a stable workforce at certain locations, BNSF may hire ground service employees, who establish seniority at locations after the effective date of this Agreement who are not otherwise subject to the ATSF MOA dated January 1, 2001 (Flowback Agreement), will be "primary-recall" employees. These "primary-recall" employees shall be obligated to work jobs protected by the location(s) where hired until a junior "primary-recall" employee becomes available.
- B. Once an employee who establishes primary recall under the terms of this Agreement is initially released from the location of hire account a junior "primary-recall" employee becoming available, the senior employees released shall have no further obligations pursuant to the provisions of this Section, except that for a period of three (3) years (from date of hire), should there be a subsequent manpower shortage at the employee's "primary recall" location(s), these "primary-recall" employees will stand for recall (in reverse seniority order) to the location(s) until BNSF releases them, or they are released by a junior "primary-recall" employee becoming available.
- C. Individuals hired under the provisions of this Section shall be advised, in writing, prior to being hired, of these conditions. In addition, BNSF shall, to the extent practicable, hire individuals affected by this Section at the "primary-recall" location(s).
- D. Order of recall is:
 - 1. furloughed primary recall employee;

- 2. Junior primary recall employee in active service
- 3. Once recalled, employees working in active service at other locations have 5 days to report unless additional time is approved. Recalled primary recall employees should update their bid sheet at the location recalled to for proper placement.

8. Rate Progression Elimination

- A. Entry rates (aka rate progression or service scale) are completely eliminated on the effective date of this Agreement, and thereafter all ground service employees shall be paid at 100% of the otherwise applicable rate of pay, regardless of seniority.

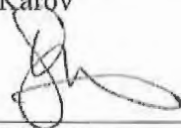
9. Paid Familiarization for Ground Service Employees

- A. Ground service employees working under former ATSF agreements will be paid for familiarization trips in accordance with current CBAs.
- B. When ground service employees working under former BN agreements are required to make territorial qualification or familiarization trips, such ground service employees will be compensated by allowance of a basic day at conductor's extra board rate of pay for each such trip or tour of duty.
- C. Once a trainman begins qualification/familiarization trips at any location they must complete all trips required to become qualified at that location and remain working at that location for a minimum of thirty (30) days, seniority permitting.

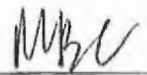
FOR BNSF:




 Rob Karov



 Sam Macedonio

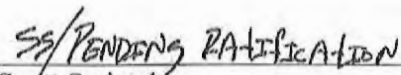


 Melissa Beasley Coke




 Andrea Smith

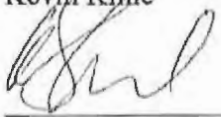
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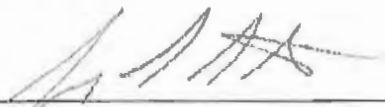
 Scott Swiatek



 Kevin Kime



 Rich O'Connell



 Mike LaPresta

KM

Kathleen Maglisceau

LM

Larry Miller

TAM

Tony McAdams

R

Roy Davis

Approved by:

JL

Joe Lopez

CA

Chad Adams

JM

Jamie Modesitt

Appendix 1 - Attachment A

Week 1: Facilitated by Training Coordinator at home location

- Safety conversation (expectations for the safety of self and others)
- Onboarding/Administrative Duties (I9, Computer Access, etc)
- Issue equipment (iPad, PPE, Boots, etc)
- Overview of Conductor New Hire Program
- Review of job duties and expectations
- Tour facility
- Fundamental safety and rules
- Rail equipment familiarization
- Fundamental skills field exercises
- Train Lineups and Tie Up Procedures
- Immediate WBT Requirements (Anti-Harassment, Cyber Security, etc)
- Cerego/RailTasker Intro- Assignment Review and Expectations
- SMART-TD Local Chairman (or designee) session and seniority draw

Weeks 2-5: Facilitated by Mgr Transportation Training at the TTC- OPKS

- Classroom training and associated exams
 - TYE Safety Rules
 - GCOR
 - ABTH
 - SSI/Timetables/GN/GO
 - Hazmat
 - Hostler/RCO (classroom portion and applicable simulation)
- Lab exercises
- Hands on training at the TTC and Lenexa training yards
 - Identify Car and Locomotive Components
 - On/Off/Riding Equipment
 - Use of hand/radio signals
 - On/around/through/between equipment
 - Switch/Derail Identification and Operation
 - Use of Dual Control Switch/Swing Nose Frog
 - Adjust Drawbars
 - Air Hoses/Angle Cocks/Cutting in Air
 - Hang and ARM ETD
 - TWD Identification and Overview
 - Air Brake Test and Initial PBL Hands On
 - Switching Scenarios
 - Core skills evaluation

Weeks 6-14: Completed at home location

- OJT requirements
- Skills evaluation to include qualifying OPT

Appendix 1 Side Letter No. 1 – Retention of Side Letters from Previous NH Training Agreements

The Side Letters listed in, and attached, as Appendix 1 Addendum A to this Agreement are retained.

Appendix 2 – Paid Sick Days and Modernization

Appendix 2 is only applicable to employees working under the jurisdiction of SMART-TD committees GO-001 (Former CB&Q, FWD, GN-Yard, NP and SLSF) and GO-009 (Former ATSF Eastern & Western).

A. Paid Sick Leave

1. Ground service employees working under the jurisdiction of these SMART-TD committees will be provided five (5) days of paid sick time annually.
2. In addition to the above annual paid sick time, each ground service employee working under the jurisdiction of SMART-TD who meets the qualifying vacation requirements of the April 29, 1949 National Vacation Agreement (as amended), and the qualifying paid personal leave requirements of the respective Crew Consist Agreements (as amended and as updated by Article IV of the imposed December 2, 2022 National Agreement), will be permitted to:
 - a. Annually convert and utilize up to a maximum of three (3) paid personal leave days as paid sick time off; OR
 - b. Annually convert and utilize up to a maximum of three (3) single vacation days as paid sick time off; OR
 - c. Annually convert and utilize up to a maximum combination of up to three (3) personal leave days and single vacation days as paid sick time off; and

Use of paid sick time off will be subject to the reporting requirements of this Agreement as described below. There will be no duplication of payment for the utilization of paid personal leave days/single vacation days converted to and used for paid sick leave.

3. Each ground service employee will be permitted to use paid sick days in a minimum of one (1) day increments. All paid sick days or personal leave days converted into sick time will be compensated at the rate of one (1) basic day at the rate of the last service performed by the ground service employee. Single vacation days that are converted into sick time will be paid in accordance with collective bargaining agreements.
4. Where the use of paid sick days is not foreseeable, ground service employees will continue to mark-off in the manner they do currently and must do so as soon as practicable. If the need for paid sick days is foreseeable (e.g., a doctor's appointment or procedure that is scheduled at least seven (7) days in advance of the absence), the ground service employee's request, if possible, should be made by entering a future layoff request at least seven (7) calendar days in advance of the use of paid sick day(s).

In all instances, the request to use paid sick days will be treated as valid and granted upon the ground service employee's request and will not be counted in daily allocations for single day vacation/personal leave.

5. All paid sick days will be treated as a personal leave day under BNSF's Attendance Policy and will not result in a point deduction; however, paid sick days may not be utilized on holidays recognized under the National Agreements, which currently are:

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Good Friday	Christmas Eve (the day before Christmas is observed)
Memorial Day	Christmas Day
Fourth of July	New Year's Eve (the day before New Year's Day is observed)
Labor Day	

6. If BNSF identifies a possible abuse pattern, and prior to any discipline being issued, the appropriate General Chairman and the General Director of Labor Relations (or their designees) agree to meet and discuss the handling.
7. Unused paid sick days will be paid out as soon as administratively possible after the end of the calendar year, at the applicable rate of pay, or may be contributed by the ground service employee to their 401(k) account.
8. The provisions of the paid sick days have no effect on and in no way alter collective bargaining agreement terms regarding paid time off and the application thereof for the employees, including but not limited to the use of paid vacation (National Vacation Agreement and the subsequent amendments thereto), paid personal leave days when not converted and utilized as paid sick leave, paid holidays (National Holiday Agreement and the subsequent amendments thereto), or the Family and Medical and Leave Act (FMLA) and any other laws applicable to the Carrier. An employee shall not be required to first exhaust paid sick leave before using FMLA time off. Short term disability benefits, such as supplemental sickness benefits and off-track vehicle benefits provided through a collective bargaining agreement or disability and job protection benefits that are voluntary and paid for solely by the employee (e.g., Aflac), Railroad Unemployment Insurance Act (RUIA) sickness and unemployment benefits, do not count towards the required leave that must be provided under the provisions of this Agreement. The provisions of the paid sick time have no effect on and in no way alter RUIA or supplemental sickness benefits.

B. System Modernization

1. The parties agree to utilize electronic platforms for claim and grievance handling. In addition, the parties agree to discuss any future enhancements or platforms developed for claim and grievance handling. BNSF agrees to provide necessary access and training on the use of such systems, and the parties will work together on an appropriate implementation date.

2. The parties agree to utilize electronic platforms for all matters arising under the collective bargaining agreement, including but not limited to, employee notices, issuance of investigation notices, discipline letters, investigation transcripts and exhibits, and publication of bulletins and seniority rosters, etc. BNSF agrees to provide necessary access and training on the use of such systems, and the parties will work together on an appropriate implementation date.
3. The parties agree that if technical issues arise resulting in significant disruption to the claim and grievance or discipline handling process, either party may serve notice upon the other outlining the issue. The parties will meet within fifteen (15) days to discuss remedies to the issue. If the issue cannot be satisfactorily resolved within sixty (60) days following the meeting, either party may suspend the use of the electronic platform(s) until such time as the issue is resolved.
4. It is understood that the parties agree there are certain existing technical issues with the current systems and until those are resolved to the satisfaction of the general chairpersons, the system modernization will not be implemented.

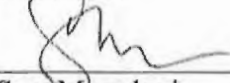
C. Expediting Discipline

1. The parties have a mutual interest to provide an expedited process for the appeal and arbitration of discipline claims and grievances involving employee termination. To that end, the parties agree to meet within the next sixty (60) days to discuss potential agreement solutions, if any, for expediting such claims and grievances. The parties agree that this does not infringe on the existing rights under the Railway Labor Act.

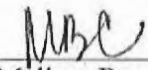
FOR BNSF:



 Rob Karov



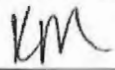
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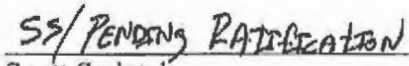


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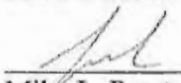


 Kathleen Maglisceau

FOR SMART-TD:



 Scott Swiatek

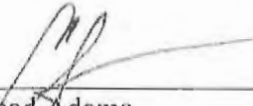


 Mike LaPresta

Approved by:



Joe Lopez



Chad Adams




Jamie Modesitt

Appendix 3 – Rest Agreement Templates

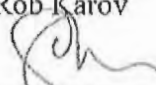
Side Letter No. 1 – Pool Regulation

If the parties are unable to agree on a start range for a specified pool (or pools) within three (3) months from the effective date of this Agreement, the current mileage range of any pool will be converted to a start range, taking into consideration changes made under Section I of this Agreement, as well as any fatigue mitigation overlay. The start range will be implemented, and those pools will then be sent to the Disputes Committee made up of an equal number of SMART-TD and BNSF representatives to determine an appropriate start range for those pools.

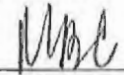
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
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
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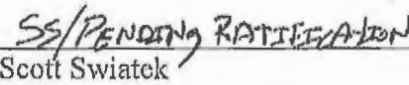


Andrea Smith

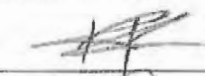


Kathleen Maglisceau


FOR SMART-TD:

SS/PENDING RATIFICATION



Scott Swiatek



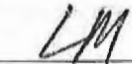
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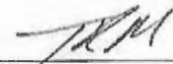
Rich O'Connell




Mike LaPresta



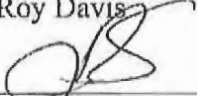
Larry Miller




Tony McAdams



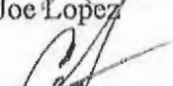
Roy Davis



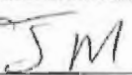
Justin Schrock



Joe Lopez



Chad Adams



Jamie Modesitt

Approved by:

Side Letter No. 2 - Standing Bid

- 1) Within sixty (60) days of ratification of this Agreement all trainmen will be governed under the provisions of this Side Letter.
- 2) Upon completion of programming, Permanent Bid as outlined in Section III will be implemented upon 10 days' notice, on or after February 1, 2024.
- 3) Following implementation system-wide of standing bid, displacement time will remain at forty-eight (48) hours until Permanent Bid is implemented.
 - A. An employee in train or yard service may exercise seniority by bidding or bumping on any position as conductor, trainman or yardman for which eligible under the current agreements.
 - B. A known vacancy (including vacation) of seven (7) days or longer in train or yard service, including extra boards, will be considered as permanent and filled by a standing bid at the time the vacancy occurs. Vacation vacancies of seven (7) days or more at outlying points where no standing bid is received will be protected by the governing extra board.
 - C. An employee whose former assignment has been filled during their absence under (B) above, upon marking up for service, must exercise seniority within twelve (12) hours of their mark-up from vacation.
 - D. When exercising seniority, a conductor, brakeman or yardman desiring to displace on a pool or extra board will displace first to an open position; if none they will displace the junior employee and then be marked to the bottom of the board. If the pool or extra board has a rest day or former road equity agreement, displacements will be governed by the parameters of the rest day or former road equity agreement.
 - E. An employee may not designate a particular pool turn on their standing bid or bid between turns in the same pool or on the same extra board.

NOTE: This Paragraph E is not applicable to pools or extra boards which are subject to an Agreement providing static (non-rotating) rest cycles or rest days, or to a pool with a former road equity agreement.

- F. New assignments (other than increases to pool freight and extra boards) will be advertised. The senior applicant will be assigned at the time the bulletin closes, which will be 11:00 a.m. An assignment that has been changed under the below provisions, will be advertised as a new assignment. Advertisements will be posted for five days (defined as five (5) twenty-four (24) hour periods) with the exception that advertisements will not be bulletined to close on holidays. Any advertisement that would be scheduled to close on a holiday will be extended to close the day following the holiday.

1. New bulletins will include information as to: nature and/or class of service, territorial limits of assignment, on-duty time, layover days, layover point, and home terminal. Bulletins for local freight service will also include information regarding the number of trips to be made per day and between what points. Bulletins for pool or irregular freight service will not include on duty time or layover days (unless applicable).
2. Assigned road service (i.e., locals, road switchers, work trains, etc.) will be re-bulletined (subject to the provisions above) in all instances when the bulletined limits of the assignment are changed; change in class of service; the service is changed from straightaway to turnaround or vice-versa; a starting time is changed by two (2) hours or more; if on and off duty points, layover points; or days on which service is to be performed are changed.
3. Assigned yard service will be re-bulletined when on and off duty points or rest days are changed, change in rate of pay, or starting time of assigned jobs are changed.

- G. Standing bids must be filed in a manner consistent with the technology in place at that time.
- H. The standing bid must designate the assignments desired in preference order, regardless of grade of service (e.g., conductor, brakeman, yardman) or class of service (e.g., through freight, local, etc.). The most desired assignment will be designated as first choice, the next most desired assignment as second, etc. In the event an applicant is the senior bidder for more than one vacancy being filled simultaneously, they will be assigned to the one for which they have indicated the greatest preference.

NOTE 1: Ground service standing bids will remain intact, but will not be considered when any employee is in engine service (subject to ATSF Flowback rules)

NOTE 2: If an applicant is the senior bidder for an assignment their entire standing bid form will remain intact. For example, an applicant with 10 choices on their standing bid is awarded choice No. 5. In this case, choices 6-10 remain but they would not be assigned to any of these choices while occupying an assignment of higher choice.

- I. A standing bid for any assignment may be changed or withdrawn at any time prior the time that job is assigned. Employees may not return to a job they just abandoned without working at least one trip on the new assignment.

NOTE: A standing bid will take effect immediately when submitted.

- J. An employee will not be permitted to voluntarily relinquish their position other than by bidding unless they have held the position for at least 30 consecutive days and will then be permitted to exercise displacement rights to any trainman position, seniority permitting. Displacements to a pool or extra board as a result of a 30-day bump are governed by Paragraph D above.

NOTE 1: This section does not apply to a supplemental extra board or a reserve board. An employee at an outlying point desiring to voluntarily relinquish their position must remain thereon until relieved under schedule rules.

- J. When the number of employees on an extra board is reduced, the junior employee(s) will be removed. When the number of turns in a freight pool is reduced, the junior employee(s) will be removed. If the pool or extra board has a rest day or former road equity agreement, reductions will be governed by the parameters of the rest day or former road equity agreement.

- L. An employee losing or displaced from their assignment, including extra board, through no fault or action of their own must exercise seniority within the forty-eight (48) hour displacement time, calculated from the time of notification or release from assignment, whichever is later. If the employee fails to make displacement within the allocated time period, they will lose their bump and be forced to displace the junior employee on the governing extra board of the service at the source of supply from which they were displaced. If the employee is unable to hold the extra board, they will displace the junior employee at the source of supply. This will not change the demarcation between road and yard.

NOTE 1: If an employee fails to make a displacement within the time frame allocated in Paragraph A(i-iv) and no one their junior is at the source of supply, the employee will be furloughed or force assigned in accordance with current agreements.

NOTE 2: If that employee wishes to place on a job over 30 miles from the home terminal, the 1996 National Agreement rule will apply.

- M. In the absence of a bid for a permanent vacancy or new assignment, the position will be filled in the following sequence:

On former BN Properties:

- (1) Conductor's, Brakeman or Yardman Vacancy - The most junior employee working an extra board position at the source of supply.

On former ATSF Properties:

- (1) Conductor or Brakeman's vacancy – The junior employee on the road (conductor, brakeman, or combo) extra board.

(2) Yard Foreman vacancy – The most junior employee of the yard extra board or assigned helper at the source of supply.

(3) Yard Helper vacancy – The junior employee on the yardman's extra board.

NOTE: For both BN and ATSF, when an employee is force assigned, they may at that time give notice of their desire to be relieved when a junior qualified employee becomes available on the extra board at that source of supply. It will be the obligation of the force assigned employee to notify Workforce Management within forty-eight (48) hours of a junior employee becoming available; or within forty-eight (48) hours of returning from rest days or approved layoff; or remain force assigned.

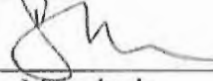
When the junior employee becomes available, the employee who had been force assigned will be released from the assignment, and the junior employee will be placed on the vacancy. No deadhead pay will be allowed to the released employee in connection therewith. The employee released will have a full exercise of seniority as outlined in Paragraph A(i-iv) above.

Alternatively, a force assigned employee has the right to bid to another assignment, seniority permitting, unless not allowed under existing agreements.

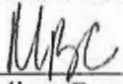
FOR BNSF:




Rob Karov



Sam Macedonio



Melissa Beasley Coke



Andrea Smith

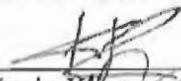


Kathleen Maglisceau

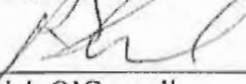
FOR SMART-TD:

SS/PENDING RATIONALE

Scott Swiatek



Kevin Kime



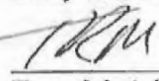
Rich O'Connell



Mike LaPresta




Larry Miller



Tony McAdams



Roy Davis



Justin Schrock

Approved by:



Joe Lopez



Chad Adams



Jamie Modesitt

Side Letter No. 3 – Routine and Preventative Medical Care Days

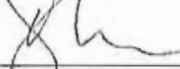
The Parties agree to amend Side Letter #3 of the 2022 National Agreement to include the following:

- A. All trainmen will be eligible for routine and preventative medical care visits in accordance the parameters set forth in Side Letter #3 of the 2022 National Agreement.
- B. Assigned service trainmen who have designated on-duty times/days off (i.e. yard, local, road switcher trainmen) are limited to observing a maximum of three (3) calendar days per year for routine and preventative medical care visits. If an individual procedure (e.g. colonoscopy) results in a trainman missing more than one shift, that event will only count as one (1) calendar day under this provision, as long as there is no break in calendar days.

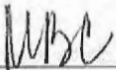
FOR BNSF:



Rob Karov




Sam Macedonio



Melissa Beasley Coke

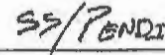


Andrea Smith



Kathleen Maglisceau

FOR SMART-TD:

SS/PENDING RATIFICATION


Scott Swiatek



Kevin Kime



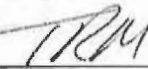
Rich O'Connell



Mike LaPresta



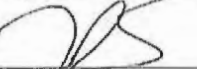
Larry Miller



Tony McAdams



Roy Davis



Justin Schrock



Joe Lopez

Approved by:



Chad Adams



Jamie Modesitt

Side Letter No. 4 – Rest Cycles

Section VII, Paragraph B(1) of this Agreement states that the “preferred/primary work/rest schedule for unassigned pool freight service and road extra boards will be six (6) calendar days followed by three (3) **voluntary** rest days (6/3), wherein the rest days rotate.” (bold added)

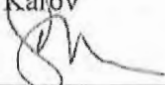
The parties agree that if any individual pool or extra board desires, the voluntary rest days cited above may be made mandatory, resulting in a work/rest cycle of six (6) calendar days followed by three (3) **mandatory** rest days.

Additionally, if any pool or extra board at a location does not wish to have the default rest days as outlined in Section IV, Paragraph B, they will have option to waive out in writing. If a pool waives out of the default rest days, the default fatigue mitigation overlay for that pool will become home cycle time.

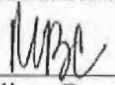
FOR BNSF:



Rob Karov




Sam Macedonio



Melissa Beasley Coke



Andrea Smith



Kathleen Maglisceau

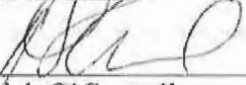
FOR SMART-TD:

SS/PENDING RATIFICATION


Scott Swiatek



Kevin Kime



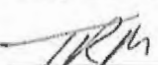
Rich O'Connell




Mike LaPresta



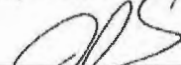
Larry Miller



Tony McAdams




Roy Davis

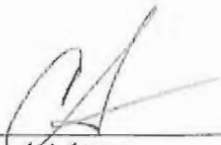


Justin Schrock

Approved by:



Joe Lopez



Chad Adams



Jamie Modesitt


Side Letter No. 5 – Discipline and Vacation Agreements

The parties agree to negotiate a single-system vacation agreement as well as a single-system discipline rule in a timely fashion. To that end, the parties agree to meet within the next sixty (60) days to discuss potential agreement solutions.

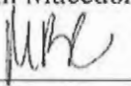
FOR BNSF:



Rob Kanoy



Sam Macedonio



Melissa Beasley Coke

AS

Andrea Smith

km

Kathleen Maglisceau

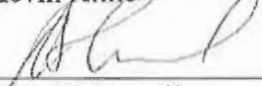
FOR SMART-TD:

~~SS/PENDING RATIFICATION~~

Scott Swiatek



Kevin Kime



Rich O'Connell



Mike LaPresta

LM


Larry Miller

TRM

Tony McAdams

RD

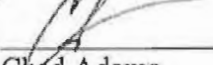
Roy Davis



Justin Schrock

JL

Joe Lopez



Chad Adams

JM

Jamie Modesitt

Approved by:

Side Letter No. 6 – Vacation Qualification for Extra Board Employees

In reference to the provisions of Article V, Section II(b) of the 1996 National Agreement that provides extra board employees may receive credit for up to ninety (90) calendar days they are assigned to an extra board and do not work. In the event any trainman working a work/rest extra board encounters any issues qualifying for vacation, the parties commit to meet and discuss necessary adjustments to the applicability of this National Agreement provision.

FOR BNSF:



Rob Karov



Sam Macedonio



Melissa Beasley Coke



Andrea Smith



Kathleen Maglisceau

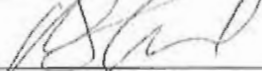
FOR SMART-TD:

SS/PENDING RATE EDUCATION

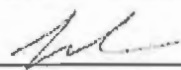
Scott Swiatek



Kevin Kime



Rich O'Connell



Mike LaPresta



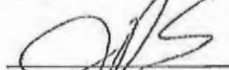
Larry Miller



Tony McAdams



Roy Davis



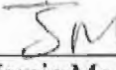
Justin Schrock



Joe Lopez



Chad Adams



Jamie Modesitt

Approved by:

Questions & Answers

Q : Will foot-of-board (FOB) be an option and/or will existing FOB agreements be preserved?

A : Pools that choose Option 1 of Section I, Self-Supporting Pools will be allowed to have a FOB option. In addition, and pools that currently have a FOB/NFB agreement will be allowed to retain that agreement.

Q : What is the definition of a seven (7) day known vacancy?

A : A seven (7) day known vacancy must be a solid block of days where an employee will be absent from their assignment in excess of seven (7) days (e.g. vacation of seven days or more, leave of absence, etc.). Single-day absences such as single vacation days or PLDs chained together to create a vacancy of seven (7) days or more would not qualify as a known vacancy under this provision.

Q : Are current daily mark systems going to remain in place?

A : Yes, this agreement changes how employees bid to rest days, but does not change any other functionality of daily mark agreements.

Q : Will existing road/yard hold downs remain in effect?

A : Yes.

Q : Will existing hold down agreements (such as Laurel Shuttle or commuter service, between existing seniority districts, etc.) remain in effect?

A: Yes.

Q : Does this agreement alter the terms of the former ATSF Flowback Agreement?

A : No.

Q : Section II, D(1) of the Agreement states that the permanent bid system will run daily at 11:00am CT. Can that time, or the time bulletins close time (Section III, B) be changed by mutual agreement?

A : Yes.

Q : Will any guarantee rules that require employees to be on the board by midnight, seven a.m., or noon be modified to account for the new assignment time rules in Section II?

A : Yes.

Q : Does the ability to establish new extra boards apply to different locations within a consolidated or extended switching limits terminal?

A: No.

Q: Will locations that have agreement provisions addressing held-away-from-home terminal payments that conflict with Section IX of this Agreement (e.g. continuous after 14 hours or pay until departure, etc.) remain in place?

A: Yes.

Q: Will BNSF be allowed to cut pools or extra boards on other than Mondays?

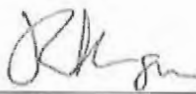
A: No, unless emergency situations exist and the cuts are agreed upon by the applicable General Chairperson (or their designee).

Q: Will extra boards be allowed to utilize Turn Swap?

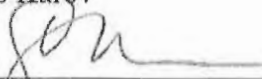
A: Initially turn swap will only apply to pool service, but once further programming is in place turn swap will be expanded to other service.

The parties agree additional Q&A's may be necessary and will be developed jointly as needed.


FOR BNSF:



Rob Karov



Sam Macedonio



Melissa Beasley Coke



Andrea Smith

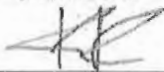


Kathleen Maglisceau


FOR SMART-TD:

SS/PENDING RATIFICATION


Scott Swiatek




Kevin Kime



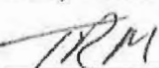
Rich O'Connell




Mike LaPresta




Larry Miller



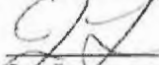
Tony McAdams




Roy Davis



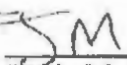
Justin Schrock



Joe Lopez



Chad Adams



Jamie Modesitt

Approved by:

Proposed Additional Q&A's

Q : In reference to Appendix 1, Paragraph 5, Establishment of Seniority, when will trainees establish their seniority date?

A: Trainees will establish a seniority date on the first day of compensated service in the training program (e.g. first day of orientation) in which the employee participated and successfully completed. Upon successful completion of the training program, the employee will be added to the applicable seniority rosters.

Q : If the New Hire Training Program needs to be adjusted, how will that be accomplished?

A : Representatives of SMART-TD will meet annually with those BNSF officers responsible for the training program to review experience under the program and discuss how the program may be changed to improve it.

Q : If BNSF determines a need to extend the classroom portion of the New Hire training program, how will that affect the OJT portion of the training program?

A : The length of the OJT portion of the training program will not be affected by any extension of the classroom portion of the training program. The program will be extended to include a minimum of nine (9) OJT weeks of training.

Q: In reference to the IA payments cited in Appendix 1, Paragraph 3(B)(3), the current ATSF IA payment exceeds 1.1% of the basic daily rate for some service. What adjustment will be made to ensure those craft instructors do not incur a decrease in payment?

A: As a remedy, on former ATSF properties, the fixed rate for craft instructors will be increased to \$40.00 for conductors/foremen and \$35.00 for brakemen/helpers, subject to all future GWIs/COLAs. Craft instructors will be paid a minimum of that rate, or 1.1 times (110% of the regular basic trip rate or basic daily rate), whichever is greater, for each tour of duty that a trainee is assigned to (and working with) the craft instructors for training.

Q : Will the SMART-TD Local Chairperson still meet with the new hire trainees during the first week of New Hire Training?

A: Yes, the SMART-TD Local Chairperson will meet with the trainees during first week orientation at the time of the seniority draw.

Q : How will Section I, Self-Supporting Pools, be implemented? How long will individual pools have to choose which option they want?

A : Upon ratification of the Agreement, BNSF will work with SMART-TD to put together an implementation schedule for pools that are not currently self-supporting. However, it is BNSF's intent to have full implementation of this provision complete within two (2) to three (3) months following ratification of the Agreement.

Appendix 1 Addendum A – Retained Side Letters

Former BN Properties

(CBQ, C&S, FWD, GN, JTD, NP, SLSF, SP&S)

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 1

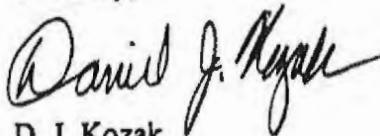
Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/ hostler training program dated March 3, 1997.

The purpose and intent of this Agreement is to provide for a partnership between the United Transportation Union and Carrier's Technical Training Group in order to provide the best possible training to new employees entering the ground service craft. This Agreement has granted significant authority and responsibility to UTU represented Training Coordinators and Craft Instructors. The parties recognize that in the interest of consistency, the Technical Training Center will work with the United Transportation Union in order to develop general guidelines as to the skills to be covered during the orientation and the on-the-job training portions of the program. These guidelines shall not address specific items such as distribution of road or yard on the job training time; rather, the intent is to assure that each trainee is exposed to certain fundamental aspects of railroad ground service employment.

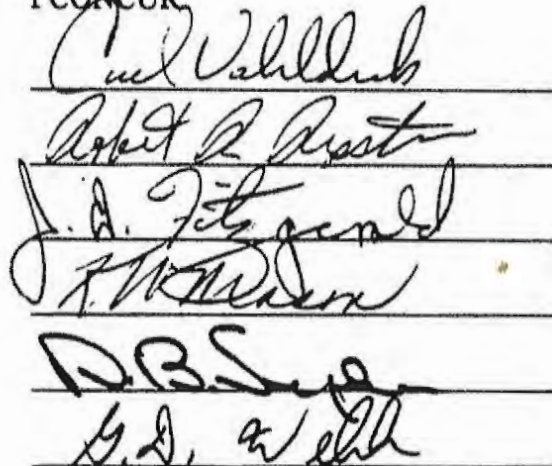
We agreed that, from time to time, UTU Training Coordinators and Craft Instructors may be required to receive information from, or participate in program design with, members of the Technical Training Center team. When this is required, the involved Training Coordinator and/or Craft Instructor will be paid lost wages, based upon the position held immediately prior to the training, as well as reimbursement for actual, necessary, and reasonable expenses.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



C. Valdez
Robert R. Austin
J. A. Fitzgerald
J. K. Mason
D. B. Swan
G. D. Welch

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 2

Gentlemen:

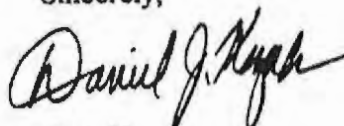
This refers to the agreement providing for a formal conductor/foreman/ hostler training program dated March 3, 1997.

This is to advise you that the Carrier will not assign trainees to Craft Instructors (conductors/foremen/hostlers) who do not wish to work with trainees, so long as there are sufficient conductors/foremen/hostlers, who volunteer to work as Craft Instructors.

The UTU will provide the Carrier with a list of local UTU officials to contact in connection with the selection of a Training Coordinator and Craft Instructors. These officials will provide the Carrier with the name of an employee willing to act as a Training Coordinator for each location trainees are assigned. The UTU will also provide the Carrier with a list of employees willing to act as Craft Instructors. The UTU will update the list from time to time, as necessary.

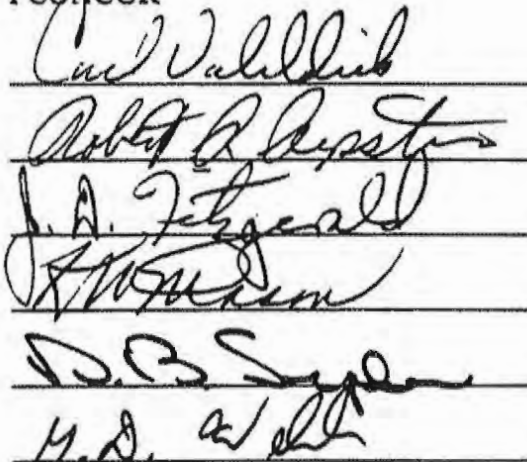
If there are not sufficient volunteers on the list provided, to meet the Carrier's need for Craft Instructors at a given location, the Carrier may designate additional employees as Craft Instructors. Before the Carrier makes such additional designations, a local Carrier officer will meet with designated UTU officers and the Training Coordinator to discuss the selection of additional Craft Instructors.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 3

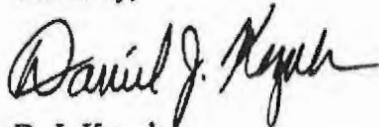
Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

Presently locomotive engineer trainees assigned to work jobs at a source of supply other than the source of supply where normally assigned are allowed to utilize lodging facilities provided for regular crews. These trainees are also allowed actual, reasonable, and necessary meal allowances while assigned to training on an assignment protected from another source of supply, as well as travel expenses to the location of the other assignment and back to the normal source of supply.

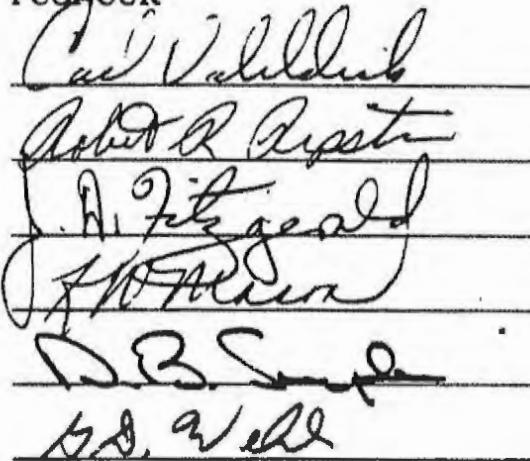
Trainees in this training program will be treated the same as trainees in the UTU engineer training program in this regard.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 4

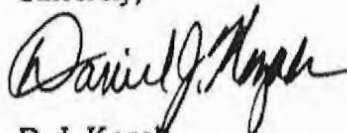
Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

In discussing the agreement, it was understood that employees who had already established ground service seniority on the effective date of the agreement are not subject to the agreement. However, we agreed that employees who have not yet been promoted to conductor would, if they request it, be allowed to attend the classroom portion of this program, before being required to accept promotion to conductor. Employees who request such classroom training will be paid for each week of classroom training on the same basis as if they were on vacation, and they will be covered by the same provisions relating to travel, meal and lodging expenses that cover trainees under the agreement signed this date.

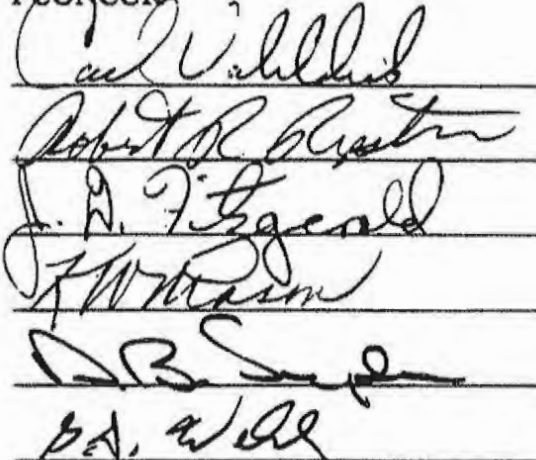
It was also understood that, once such employees who are not subject to the agreement signed this date successfully complete the requirements for promotion to conductor, they will rank ahead of any employee hired after the effective date of this agreement.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

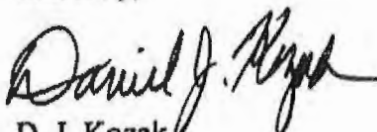
SIDE LETTER NO. 6

Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

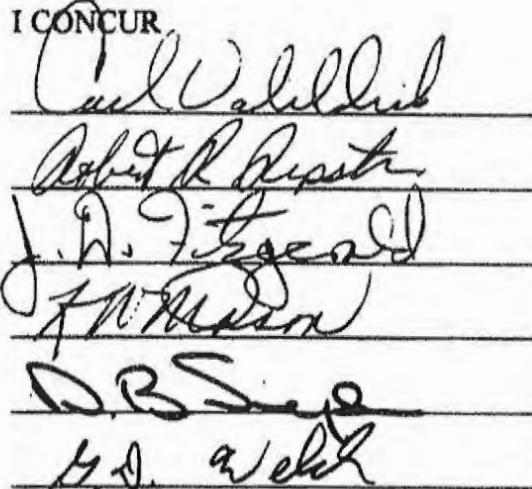
While it is understood that Craft Instructors working with trainees are responsible for acquainting the trainees with their duties, we agreed that the Craft Instructors involved in training will not be held responsible for actions of the trainees that are unavoidable or beyond the Craft Instructors' control.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



Carl Valldub
Robert R. Repate
J. A. Fitzgerald
J. W. Hudson
D. B. Sue
G. D. Welch

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 7

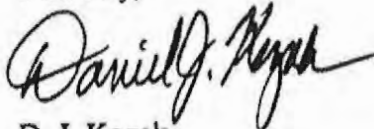
Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

In discussing the agreement, it was understood that employees who have already established conductor seniority may desire an opportunity to receive the classroom training which has been known as "conductor update class." We recognize that the introductory classroom portion of this training program was not designed for existing BN conductors, and agreed that employees with BN conductor seniority may volunteer to attend classroom training sessions held at the Technical Training Center, that are designed and intended to enhance their existing conductor work skills. We further agreed that such conductors will be reimbursed for expenses incurred while engaged in that training under the provisions of Section 6(a) of this agreement which applies to new employees. In addition to such expenses, they will be compensated for "lost wages" based on the earnings of the position the individual employee was holding prior to reporting for that training.

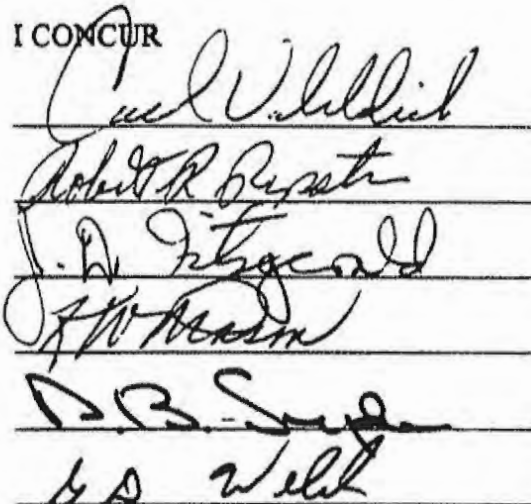
It is understood and agreed that the foregoing is also without prejudice to the Carrier and Organization's respective positions regarding existing agreement requirements, if any, which may either obligate the Carrier to provide or the employees to attend training classes, or regarding compensation for employees that attend such training classes.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

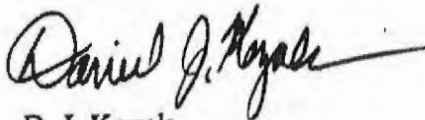
SIDE LETTER NO. 9

Gentlemen:

An employee who becomes a locomotive engineer after the effective date of this agreement will, upon promotion to engineer, be considered as having passed the conductor/foreman promotion examination. Such employee will not be able to exercise seniority as a conductor/foreman until such time as all senior trainmen/yardmen are afforded the opportunity to promote and he has satisfied the other criteria associated with promotion. At that time the promoted engineer will be assigned conductor's seniority in relative standing based on his seniority date.

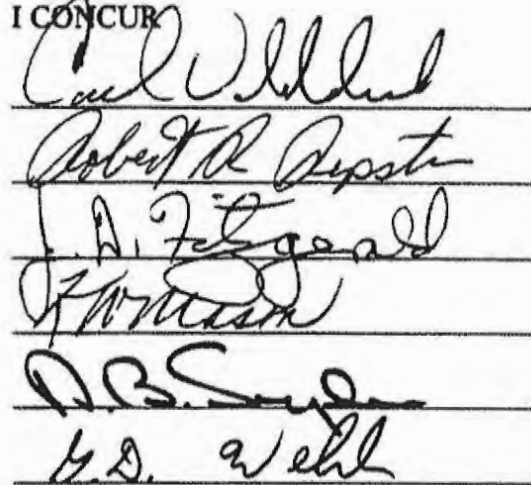
Note: "Other criteria for promotion to conductor/foreman" means such things as instruction, computer proficiency, physical plant familiarity and other skills as determined through development of this training program.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



Carl W. [unclear]
Robert R. [unclear]
J. A. Fitzgerald
[unclear]
D. B. [unclear]
G. D. [unclear]

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

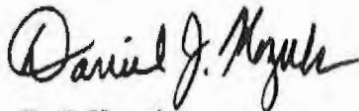
SIDE LETTER NO. 10

Gentlemen:

This is to confirm our understanding in connection with health care benefits for train service and UTU engine service employees who are suspended and their dependents.

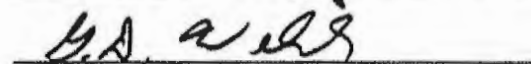
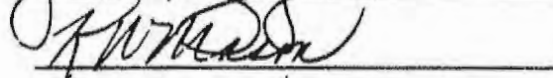
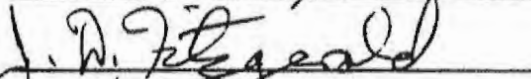
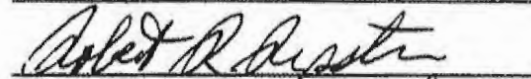
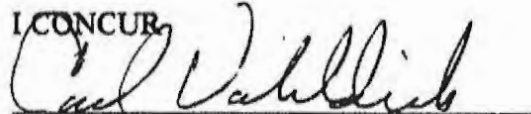
We agree that when an employee represented by this committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 11

Gentlemen:

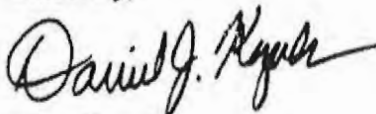
This is to confirm our understanding in connection with jury duty for train service employees.

ARTICLE XII - Jury Duty

(a) When a trainman is summoned for jury duty and is required to lose time from his assignment as a result thereof, he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging and transportation, subject to the following qualification requirements and limitations:

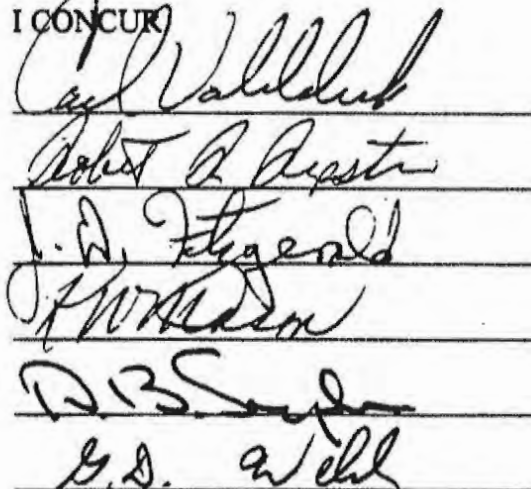
- (1) A trainman must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



Carl Valledor
Robert A. Byster
J. D. Fitzgerald
F. W. Mason
D. B. Sorenson
G. S. Welch

D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 12

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

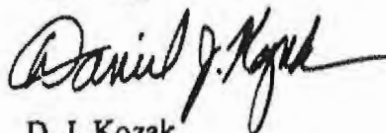
*Superseded
by
Section
3.6.14
of New
Agreement*

Throughout the above agreement, reference is made to a "Training Coordinator" and "Craft Instructors". It was discussed and understood that the "Training Coordinator" would be a qualified active ground service employee selected jointly by the Division Superintendent and the Local Chairperson(s) from applications for this position at each terminal or location where training will be done. Such choice will not be based solely upon seniority. Selection will be based, among other considerations, on experience, knowledge and ability. It is understood and agreed that the "Training Coordinator" will be made whole, as will the Craft Instructors when engaged in duties other than that of the on the job training of trainees on the Craft Instructor's assignment, for the assignment held immediately prior to the selection.

The "Training Coordinator" and the "Craft Instructors" will adhere to the curriculum set forth by the Division Superintendent (or his designee) and the training center. The "Training Coordinator" will work with the Division Superintendent (or his designee) to schedule trainees on appropriate training assignments with qualified Craft Instructors. He will assist Craft Instructors and trainees in their movement through the program on the property. He will receive and maintain daily evaluations from the Craft Instructors and monitor the trainees' progress.

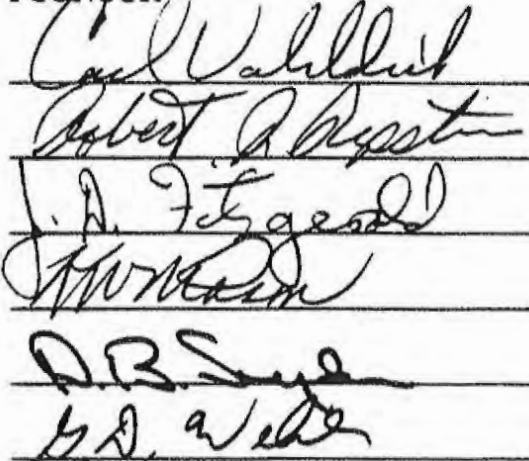
Any disputes arising between the Division Superintendent and the Training Coordinator concerning the proper scheduling of trainees or the general management of the program will be referred to and settled by the General Chairman with jurisdiction and the designated BN Labor Relations Officer.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

SIDE LETTER NO. 14

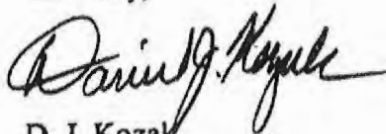
Gentlemen:

This refers to the agreement providing for a formal conductor/ foreman/hostler training program signed March 3, 1997.

During discussion addressing the application of the 3-week classroom portion of the program, the question arose concerning handling of the so-called "revenue" students, or new-hires who had already been trained at the technical training center.

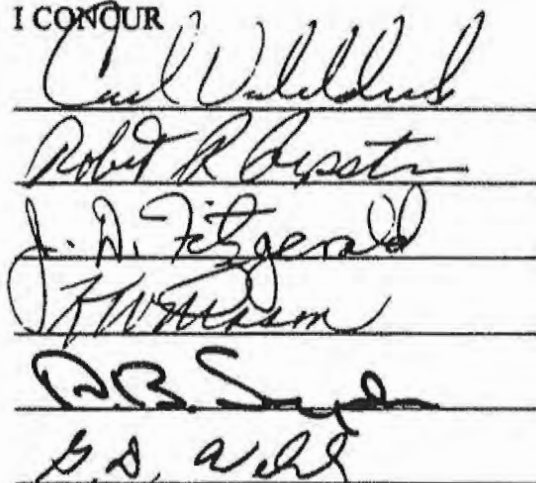
It was agreed that these employee candidates need not return to the Technical Training Center for the 3-week classroom portion of training and that this 3-week period would be utilized for additional OJT.

Sincerely,



D. J. Kozak
Asst. Vice President
Labor Relations

I CONCUR



D. J. Kozak
Asst. Vice President-Labor Relations
Burlington Northern and Santa Fe Railway Company

2600 Lou Menk Drive
P. O. Box 961030
Ft. Worth, TX 76161-0030

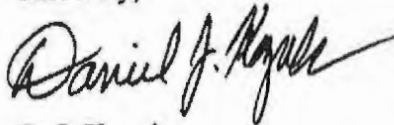
SIDE LETTER NO. 17

Gentlemen:

This refers to the agreement providing for a formal conductor/foreman/hostler training program signed March 3, 1997.

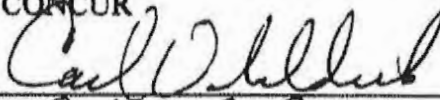
It was understood that when trainees deadhead with a trainer who is paid for the deadhead trip separate from service, and the trainer performs instruction or provides training, the trainer shall receive the premium payment provided under Section 9 of the Agreement for the deadhead trip.

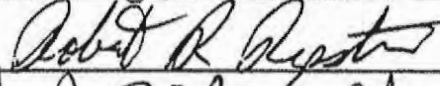
Sincerely,

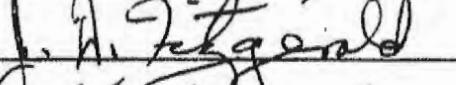


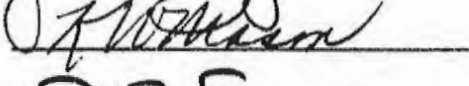
D. J. Kozak
Asst. Vice President
Labor Relations


I CONCUR

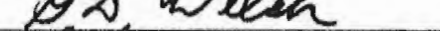












LETTER OF UNDERSTANDING

March 28, 2005

Mr. M. H. Siegele, Jr.
Assistant Vice President Labor Relations
BNSF Railway Company
P. O. Box 961030
Fort Worth, TX 76161-0030

Dear Mr. Siegele:


This refers to the January 16, 1998 Side Letter No. 1 attached to the former BN Conductor Training Agreement.

Due to the continuing problems and disputes that have arisen concerning the ranking of transferred Conductors in relation to ongoing Conductor Training Classes on former BN properties and the discrepancies between this arrangement under Side Letter No. 1 as opposed to the current agreements on former Santa Fe properties, all parties have agreed that a modification of Side Letter No. 1 is necessary for the sake of consistency and fairness.

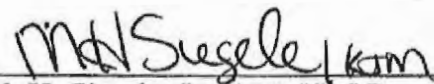
Therefore, effective immediately promoted Conductors who transfer to a seniority district where they do not have any previous seniority will establish a seniority date on their first date of compensated service, irrespective of any Conductor Training Classes which are in progress on that new seniority district.

Sincerely,

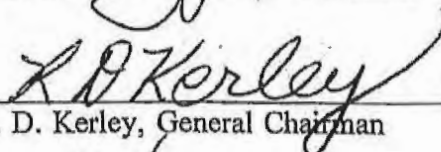
I CONCUR:



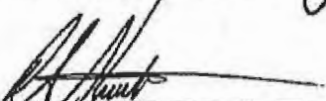
J. D. Fitzgerald, General Chairman



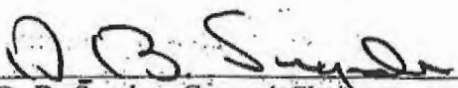
M. H. Siegele, Jr., Asst. VP-LR



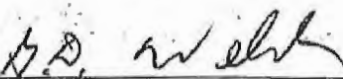
R. D. Kerley, General Chairman



R. S. Knutson, General Chairman



D. B. Snyder, General Chairman



G. D. Welch, General Chairman

RECEIVED
JUN 10 2005

Appendix 1 Addendum A – Retained Side Letters

Former ATSF Coastlines

November 22, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

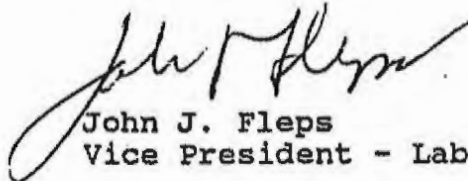
Dear Sir:

SIDE LETTER No. 3

This is to confirm our understanding in connection with health care benefits for train service employees who are suspended and their dependents.

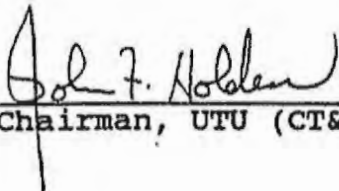
We agree that when an employee represented by your committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

Very truly yours,



John J. Fleps
Vice President - Labor Relations

Agreed:



General Chairman, UTU (CT&Y)

November 22, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

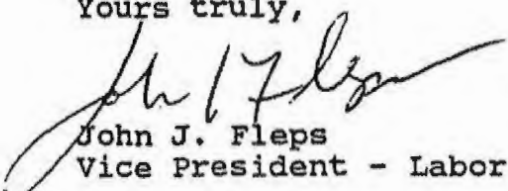
Side Letter No. 4

Without diminishing any existing rules concerning ground service employees requesting additional rest at the home terminal, the following provisions will apply in through freight service:

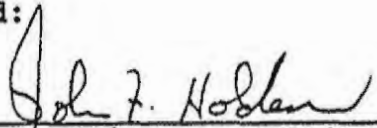
1. A trainman in through freight tying up at home terminal, who accumulated at least eight (8) consecutive hours chargeable to the Hours of Service Law, including continuous time trips of eight hours or more, may request to have prior to his next trip fourteen hours of rest at home terminal, and his request must be granted by the Carrier.
2. A trainman requesting additional rest must do so to the crew technician at the time of tieup.
3. A tieup granted by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier and must be for 14 hours.
4. When a tieup is granted under this agreement following trainmen will without penalty be run around the trainman tying up for rest.
5. A trainman tied up for additional rest under this agreement will not be considered as having missed a call if called outside of the regular calling time for 14 hours rest

This agreement will go into effect at 12:01 A.M. on December 1, 1994, and continue for thirty days. It will expire at 12:01 A.M. on December 31, 1994 unless renewed.

Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU (CT&Y)

November 22, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, CA 92705-4095

Dear Sir:

Side Letter No. 6

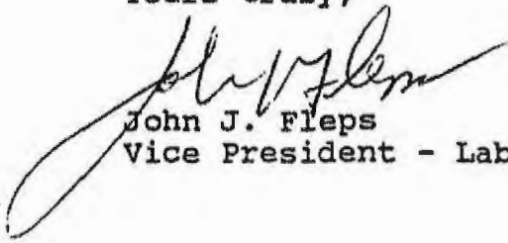
This is to confirm our understanding in connection with jury duty for train service employees.

ARTICLE XII - Jury Duty

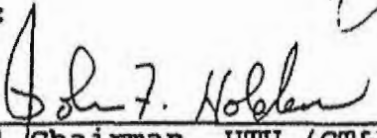
- (a) When a trainman is summoned for jury duty and is required to lose time from his assignment as a result thereof he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:
- (1) A trainman must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
 - (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

Please signify your agreement by signing below.

Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU (CT&Y)

November 22, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

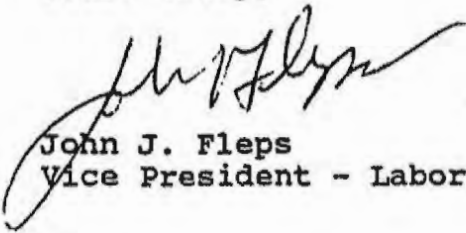
Side Letter No. 9

The following will confirm our understanding in connection with calling employees to attend classes provided for in the Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement:

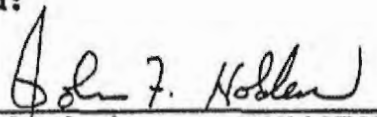
1. The Carrier will schedule classes.
2. The Carrier's representative will schedule ground service employees no later than 10:00 p.m. the day before the class begins to attend classes on a particular date and the employee will be obligated to attend such class or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day.
3. Ground service employees may volunteer to attend classes as scheduled by contacting the Crew Technician.
4. All other provisions of Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement remain intact.

If the foregoing accurately describes our understanding, please indicate by signing below.

Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU(CT&Y)

November 22, 1994

Mr. J. F. Holden, General Chairman
United Transportation Union (CT&Y)
2110 E. First Street, Suite 112
Santa Ana, California 92705-4095

Dear Sir:

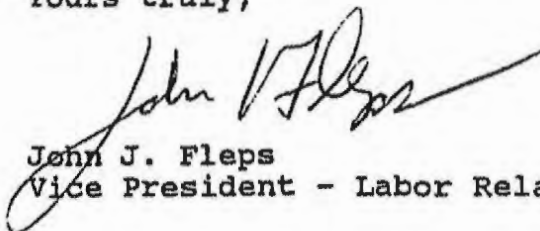
Side Letter No. 10

This confirms our understanding in connection with anniversary dates for purposes of vacation entitlement.

For purposes of determining an employee's entitlement to vacation under agreement rules, his anniversary date will be January 1 of the year in which he was first employed in the CT&Y craft. For example, an employee with a July 15, 1963 employment date will have an anniversary date for vacation purposes of January 1, 1963.

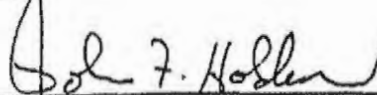
If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Yours truly,



John J. Fleps
Vice President - Labor Relations

Agreed:



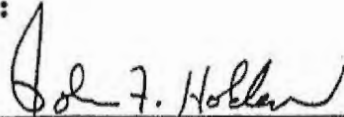
General Chairman, UTU(CT&Y)

Memorandum of Agreement between the Atchison, Topeka and Santa Fe Railway Company (AT&SF) and the United Transportation Union (CT&Y).


1. In connection with the Brakeman and Switchman Training and Conductor and Engine Foreman Promotion Agreement dated November 22, 1994, Santa Fe may use employees represented by the United Transportation Union (CT&Y) General Committee as instructors to augment the classroom training described in the Agreement including Side Letters No. 1 and 2 done by exempt employees.
2. The carrier will determine if employees represented by the UTU are necessary to augment this training. If the carrier elects to use employees represented by UTU to augment this training, all determinations related to this use will be made by the carrier.
3. When the carrier elects to use union represented employees as instructors, the instructor positions will be advertised and union represented employees used as instructors will be selected by management from applications received.
4. Santa Fe will notify the General Chairman of the name and home terminal of each employee selected as an instructor.
5. Employees selected as instructors will only be used as instructors on their respective grand divisions.
6. When used as an instructor, an employee will be paid the combination guaranteed extra board rate for each day he is off from his regular assignment serving as an instructor, plus appropriate expenses.
7. This agreement is entered into on a without prejudice basis, and it does not establish any right whatsoever for employees represented by the UTU to any instructor position.

This Agreement will become effective November 23, 1994, and will remain in effect subject to 30 days' notice of cancellation by either party.

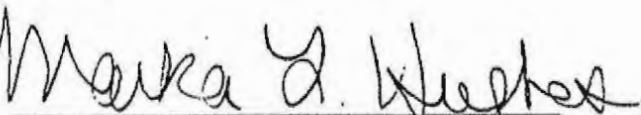
AGREED:



J. F. Holden
General Chairman
United Transportation Union (CT&Y)



Director - Labor Relations



Director - Labor Relations

Appendix 1 Addendum A – Retained Side Letters

Former ATSF Eastern & Western

October 18, 1994

Mr. J. G. Bailey, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

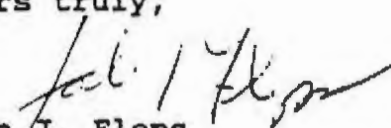
Side Letter No. 2

The following provisions prescribe how conductor/foreman seniority is established for certain employees who are currently in engineer training or have already completed engineer training and have not yet established conductor/foreman seniority.

1. An employee who became a locomotive engineer after October 31, 1985 or who is currently in engineer training who has not been promoted to a conductor/foreman will be considered as having passed conductor and foreman promotion but will not be able to exercise conductor or foreman (if not already promoted to an engine foreman) seniority until employees in his hire/promotion class are afforded the opportunity to take conductor/foreman training and promotion. At that time, the promoted engineer will not be required take the conductor promotion examination but will be assigned conductor's seniority in relative standing based on his brakeman's seniority date.
2. Should a promoted engineer who is assigned conductor's seniority under this side letter return to ground service, he will be required to go through the first three weeks of the training program format for current employees as outlined in Side Letter No. 1 except that he will not be required to take or pass the conductor's promotion examination at the end of the third week and will, therefore, will not take the fourth week of training outlined in Side Letter No. 1. All other provisions of Side Letter No. 1 will apply to employees in this three week conductor training program.

Please signify your agreement by signing below.

Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey
General Chairman
United Transportation Union
8100 Marty, Suite 100
Overland Park, KS 66204

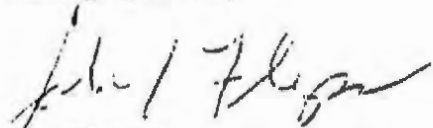
Dear Sir:

SIDE LETTER NO. 3

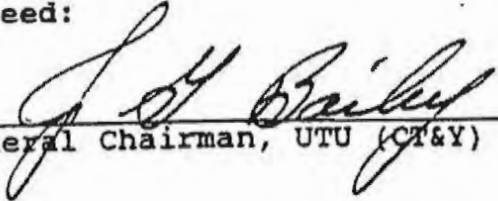
This is to confirm our understanding in connection with health care benefits for train service employees who are suspended and their dependents.

We agree that when an employee represented by your committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

Very truly yours,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J.G. Bailey
General Chairman
United Transportation Union
8100 Mary, Suite 100
Overland Park, KS 66204

Dear Sir:

Side Letter No. 4

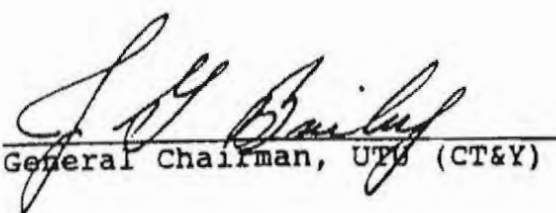
Without diminishing any existing rules concerning ground service employees requesting additional rest at the home terminal, the following provisions will apply in through freight service:

1. A trainman in through freight tying up at home terminal, who accumulated at least eight (8) consecutive hours chargeable to the Hours of Service Law, including continuous time trips of eight hours or more, may request to have prior to his next trip fourteen hours of rest at home terminal as long as allowing additional rest will not delay trains.
2. A trainman requesting additional rest must do so to the crew technician at the time of tieup.
3. A tieup granted by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier and must be for 14 hours.
4. When a tieup is granted under this agreement following trainmen will without penalty be run around the trainman tying up for rest.
5. A trainman tied up for additional rest under this agreement will not be considered as having missed a call if called outside of the regular calling time for 14 hours rest

This agreement will go into effect at 12:01 A.M. on November 1, 1994, and continue for thirty days. It will expire at 12:01 A.M. on December 1, 1994 unless renewed.

Yours truly,


John J. Fleps
Vice President - Labor Relations


General Chairman, UTP (CT&Y)

October 18, 1994

Mr. J. G. Bailey, General Chairman
United Transportation Union
8100 Marty, Suite 100
Overland Park, KS 66204

Dear Sir:

Side Letter No. 6

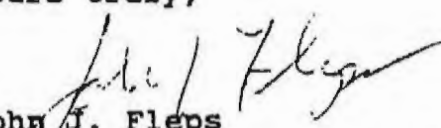
This is to confirm our understanding in connection with jury duty for train service employees.

ARTICLE XII - Jury Duty

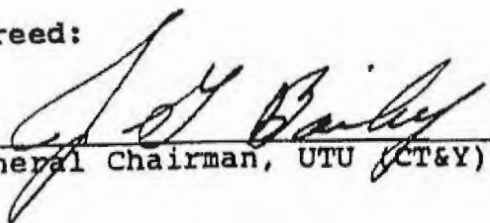
- (a) When a trainman is summoned for jury duty and is required to lose time from his assignment as a result thereof he will be paid for actual time lost with a minimum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:
- (1) A trainman must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (2) The number of days for which jury duty pay will be paid is limited to a maximum of 60 days in any calendar year.
 - (3) No jury duty pay will be allowed for any day on which the trainman is entitled to vacation or holiday pay.

Please signify your agreement by signing below.

Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU (CT&Y)

October 18, 1994

Mr. J. G. Bailey, General Chairman
United Transportation Union (CT&Y)
8100 Marty, Suite 100
Overland Park, Kansas 66204

Dear Sir:

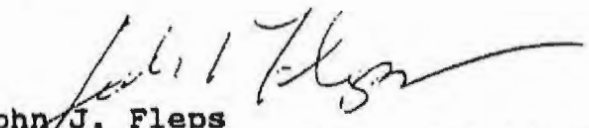
Side Letter No. 8

The following will confirm our understanding in connection with calling employees to attend classes provided for in the Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement:

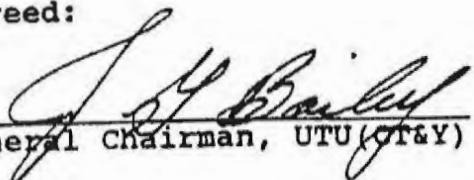
1. The Carrier will schedule classes.
2. The Carrier's representative will schedule ground service employees no later than 10:00 p.m. the day before the class begins to attend classes on a particular date and the employee will be obligated to attend such class or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day.
3. Ground service employees may volunteer to attend classes as scheduled by contacting the Crew Technician.
4. All other provisions of Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement remain intact.

If the foregoing accurately describes our understanding, please indicate by signing below.

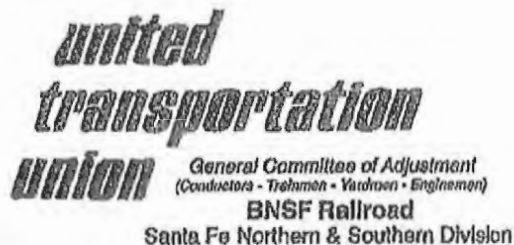
Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU (CT&Y)

C. J. Adams
General Chairman
G. D. Castoel
Senior Vice Chairman
B. J. Reid
Junior Vice Chairman
G. D. Schaaf
Vice Chairman Enginemen
S. L. Bates
Secretary
Pam Neal
Office Manager



P.O. Box 2050
Belton, TX 76513
(254) 742-1124
Fax: (254) 742-1813
email: utuadams@waco.twcbc.com

October 9, 2013

GO 393-57-13

R. L. Pence, GC GO 009
1101 E. 87th St., Ste 105
Kansas City, MO 64131-2762

D. L. Young, GC GO 017
12465 Mills Ave., Ste 85
Chino, CA 91710-2085

Sirs and Brothers,

I contacted each of you on October 9, 2013 regarding the draw of seniority under our current training agreement.

An individual in my Committee, who was formerly hired on the BNSF as a TYE employee in Nebraska on the BN portion of the railroad, resigned her seniority. She has since hired out at Alliance, Texas under my Committee.

The intention of this letter is to gain a consensus amongst our Tri-party training agreement, specifically in regard to order of seniority.

As I'm sure you are all aware there was a letter sent from Roger Boldra of BNSF Labor Relations, dated March 26, 2004. The letter was sent to each of the General Committees, stating

The 1997 Agreement provided that a trainee would establish a seniority date on the first day of compensated service in the training and promotion program. A random drawing would rank the employees. The only exception was that trainees, who have seniority in another craft with BNSF and transfer into the trainmen/yardmen craft, would be placed ahead of the rest of their class, and they would be ranked in order of years of service in the other craft.

In the history of training agreements:

The 1994 training agreement section VI Conductor/Engine Foreman Promotion and Establishment of Seniority

1. At the end of the second week of the Brakeman/Helper training program, employees from the Carrier's non operating (emphasis mine) crafts will be ranked highest in potential seniority in a class of trainees based on the employees' number of years of continuous (emphasis mine) service with the Carrier; followed by new employees from outside the Carrier with previous

railroad experience in train and/or engine service who will be ranked amongst themselves based on each one's cumulative number of years of service; followed by new employees from outside the Carrier with no train and/or engine service experience will be determined by drawing numbers.

Roger's letter confirms that the portion *followed by new employees from outside the Carrier with previous railroad experience in train and/or engine service who will be ranked amongst themselves based on each one's cumulative number of years of experience in train and/or engine service* was not retained and has no application.

This is derived from the modification to the training agreement signed December 31, 1997.

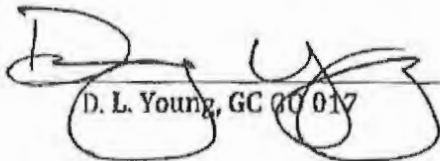
As Noted: For trainees who have previously established seniority in another craft with the BNSF and are merely transferring into the trainmen/yardmen craft, said individuals will be placed ahead of the rest of their class, and ranked in order of years of service in the other crafts.

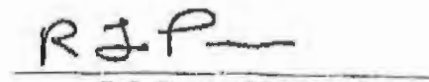
Nothing in current agreements leads me to the conclusion that former railroad experience in TYE service gives a new employee the right to be ranked at the top of their class.

Therefore it is my position that unless an individual is a craft transfer, within the BNSF, they do not get placed ahead of the rest of the class but instead will draw seniority with the general population of the class.

This Committee has upheld this position in order of seniority and will continue to do so.

If this reflects your position please affix your signature and return to each of the listed parties.


D. L. Young, GC GO 017


R. L. Pence, GC GO 009

Fraternally yours,



C. J. Adams
General Chairman, GO 393

Appendix 1 Addendum A – Retained Side Letters

Former ATSF Northern & Southern

October 18, 1994

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
807-B Center Avenue
Brownwood, TX 76801

Dear Sir:

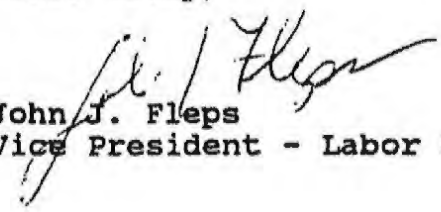
Side Letter No. 2

The following provisions prescribe how conductor/foreman seniority is established for certain employees who are currently in engineer training or have already completed engineer training and have not yet established conductor/foreman seniority.

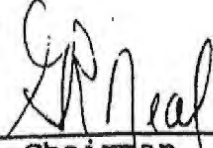
1. An employee who became a locomotive engineer after October 31, 1985 or who is currently in engineer training who has not been promoted to a conductor/foreman will be considered as having passed conductor and foreman promotion but will not be able to exercise conductor or foreman (if not already promoted to an engine foreman) seniority until employees in his hire/promotion class are afforded the opportunity to take conductor/foreman training and promotion. At that time, the promoted engineer will not be required take the conductor promotion examination but will be assigned conductor's seniority in relative standing based on his brakeman's seniority date.
2. Should a promoted engineer who is assigned conductor's seniority under this side letter return to ground service, he will be required to go through the first three weeks of the training program format for current employees as outlined in Side Letter No. 1 except that he will not be required to take or pass the conductor's promotion examination at the end of the third week and will, therefore, will not take the fourth week of training outlined in Side Letter No. 1. All other provisions of Side Letter No. 1 will apply to employees in this three week conductor training program.

Please signify your agreement by signing below.

Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:



General Chairman, UTU (CT&Y)

October 18, 1994

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
807-B Center Avenue
Brownwood, TX 76801

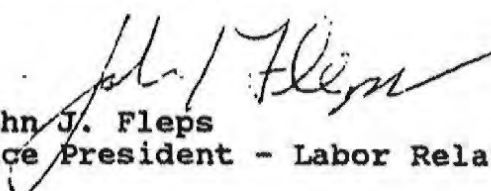
Dear Sir:

SIDE LETTER NO. 3

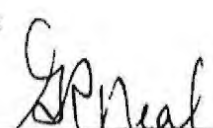
This is to confirm our understanding in connection with health care benefits for train service employees who are suspended and their dependents.

We agree that when an employee represented by your committee is suspended, the Carrier will continue to pay the premiums normally required of it to the appropriate insurance provider(s) so that the suspended employee and his dependents may retain health care coverage during the period of the suspension to the same extent which would be so if the employee were still in service.

Very truly yours,


John J. Fleps
Vice President - Labor Relations

Agreed:



General Chairman, UTU (CT&Y)

October 18, 1994

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
807-B Center Avenue
Brownwood, TX 76801

Dear Sir:


Side Letter No. 4

Without diminishing any existing rules concerning ground service employees requesting additional rest at the home terminal, the following provisions will apply in through freight service:


1. A trainman in through freight tying up at home terminal, who accumulated at least eight (8) consecutive hours chargeable to the Hours of Service Law, including continuous time trips of eight hours or more, may request to have prior to his next trip fourteen hours of rest at home terminal as long as allowing additional rest will not delay trains.
2. A trainman requesting additional rest must do so to the crew technician at the time of tieup.
3. A tieup granted by the crew technician under this agreement cannot later be revoked by the employee or taken away by the Carrier and must be for 14 hours.
4. When a tieup is granted under this agreement following trainmen will without penalty be run around the trainman tying up for rest.
5. A trainman tied up for additional rest under this agreement will not be considered as having missed a call if called outside of the regular calling time for 14 hours rest

This agreement will go into effect at 12:01 A.M. on November 1, 1994, and continue for thirty days. It will expire at 12:01 A.M. on December 1, 1994 unless renewed.

Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU (CT&Y)

October 18, 1994

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
807-B Center Avenue
Brownwood, Texas 76801

Dear Sir:

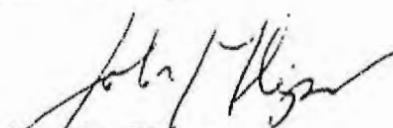
Side Letter No. 6

The following will confirm our understanding in connection with calling employees to attend classes provided for in the Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement:

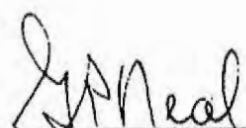
1. The Carrier will schedule classes.
2. The Carrier's representative will schedule ground service employees no later than 10:00 p.m. the day before the class begins to attend classes on a particular date and the employee will be obligated to attend such class or secure permission to be absent. Employees will not be required to attend rules classes during their assigned vacation period nor will they be required to attend when they are already laying off or on assigned rest day.
3. Ground service employees may volunteer to attend classes as scheduled by contacting the Crew Technician.
4. All other provisions of Operating Department Mandatory Rules Class Agreement and the Retraining Program Agreement remain intact.

If the foregoing accurately describes our understanding, please indicate by signing below.

Yours truly,


John J. Fleps
Vice President - Labor Relations

Agreed:


General Chairman, UTU(CT&Y)

October 18, 1994

Mr. G. R. Neal, General Chairman
United Transportation Union (CT&Y)
807-B Center Avenue
Brownwood, Texas 76801

Dear Sir:

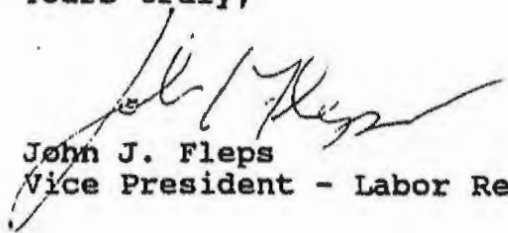
Side Letter No. 7

This confirms our understanding in connection with anniversary dates for purposes of vacation entitlement.

For purposes of determining an employee's entitlement to vacation under agreement rules, his anniversary date will be January 1 of the year in which he was first employed in the CT&Y craft. For example, an employee with a July 15, 1963 employment date will have an anniversary date for vacation purposes of January 1, 1963.

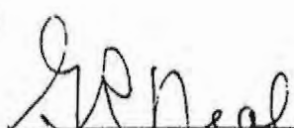
If the foregoing correctly sets forth our understanding in this regard, please so indicate by signing in the space provided below.

Yours truly,



John J. Fleps
Vice President - Labor Relations

Agreed:



General Chairman, UTU(CT&Y)

Appendix 3 – Rest Cycle Templates

MEMORANDUM OF AGREEMENT

Between
BNSF Railway
And
SMART-TD

In a joint effort to provide predictable time off to trainmen in unassigned service, the following fatigue mitigation pilot is agreed to:

Six (6) Starts followed by Elective Rest Period

- A. Trainmen in the selected pool(s) who accumulate six (6) consecutive starts (including deadheads) will be afforded the option booking of thirty-six (36) or seventy-two (72) hours rest.
- i. It is understood that if the trainman is at the away-from-home terminal following their sixth (6th) start, they will be afforded the option of thirty-six (36) or seventy-two (72) hours rest at the home terminal after their seventh (7th) start.
 - ii. Flip trips/STAS trips count as one (1) start.
 - iii. Any trainman who chooses not to book extra rest will not be afforded the opportunity again until an additional six (6) consecutive starts have been accumulated (i.e., 6, 12, 18, etc.).
 - iv. Any lay off event, paid or unpaid, that takes place will result in the trainman's start count being reset to zero (0). For purposes of this agreement only, having over twenty-four (24) hours off between starts will not reset the count.
- B. SMART-TD and BNSF will work together to ensure that the pool is properly staffed to accommodate the implementation of this pilot agreement so that no manpower shortages occur as a result.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD:

S. Macedonio
AVP, Labor Relations

General Chairman, SMART-TD

Melissa Beasley Coke
General Director, Labor Relations

DRAFT

MEMORANDUM OF AGREEMENT

Between
BNSF RAILWAY
And
SMART-TD

In a joint effort to provide our customers with a more consistent level of service by affording predictable time off to trainmen in unassigned service, the following fatigue mitigation schedule is agreed to:

The following will apply to trainmen in the _____:

1. Trainmen assigned to this pool will be allocated a 6/3 work/rest cycle. A work/rest cycle is defined as six consecutive days during which a trainman is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three consecutive rest days (the rest cycle). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and SMART-TD. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.
 - 1.1 Trainmen are expected to utilize smart rest if needed to avoid becoming RSIA unavailable during their work cycle.
 - 1.2 When turns need to be added to, or reduced from, this pool board, it will be done in a manner that balances the work/rest cycles.
 - 1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the pool the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior trainman holding the turn with that rest cycle would be cut from the pool.
2. Unless the trainman elects to not observe all, or a portion of, the rest cycle, mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the trainman is available to protect service on duty at 0900 or after on the day following the last scheduled rest day. Trainmen will be removed from and returned to the board based on advance calling times for the terminal.

Example: The calling time for Terminal A is 120 minutes. Trainmen will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Trainmen will be returned to the board at 0700 so they are available for calls at 0900 or later.

 - 2.1 Observed rest cycle days must be consecutive.

- 2.2 Trainmen who elect to not observe any portion of the rest cycle must select that option in the Workforce Hub (or similar technology) not less than forty-eight (48) hours prior to the beginning of the rest cycle.
 - 2.3 Trainmen who do elect to observe their rest cycle, but may not need to observe all of their rest cycle, may mark up at any point following the first full twenty-four (24) hours of their rest cycle.
 - 2.4 Beginning twenty-four (24) hours before the start of a rest cycle, pool trainmen who are scheduled to begin a rest day may, at their discretion, opt to place to the foot of the board (FOB) at any point prior to reaching first out.
 - 2.4.1 If, due to lack of other manpower, a trainman who has utilized FOB must be used to the AFHT in the twenty-four (24) hours prior to the beginning of their rest cycle, at BNSF's discretion the trainman may be deadheaded home upon arrival at the AFHT if possible. In the event the trainman is required to work into the start of their rest days in this instance only, trainmen will have their rest cycle adjusted to allow for the full three (3) day rest cycle (not less than seventy-two (72) hours off) upon tie-up at the home terminal.
 - 2.4.2 Trainmen who voluntarily choose not to utilize FOB and are used to the AFHT will begin their rest cycle following their tie-up at the home terminal. In order to keep the board in proper rotation, rest cycles will not be extended and will end as scheduled. Trainmen will be allowed to voluntarily work into their rest cycle on the front end as a means to increase their earning potential.
 - 2.5 Trainmen will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.
3. Successful bidders for this 6/3 work/rest service are protected from displacement for the three (3) month bid pack period. No trainman may displace these 6/3 work/rest trainmen unless the trainman meets one of the following criteria:
 - i. The trainman was headquartered at the terminal or outside locations protected by the terminal's trainman's extra board(s) when the bulletin was posted and the trainman is no longer able to hold any other road trainman job at the terminal or outside locations protected by the terminal's trainman's extra board(s).
 - ii. A trainman from a location other than the terminal (or outside location protected by the terminal's trainman's extra board(s)) is unable to hold any other position at the source of supply from which displaced (including outside locations protected by that source of supply) may displace to one of these 6/3 work/rest positions if they are unable to hold any other road trainman position at the terminal.
 - iii. The trainman was unable to access the bulletin for the duration of the bulletin period. In this case the trainman must displace the junior trainman on 6/3 pool.
 - iv. The trainman is displaced from the board as a result of board reduction but is not the junior trainman on the board. In this case the trainman must displace the junior trainman on 6/3 pool.

4. Trainmen assigned to this work/rest pool may not bid to another turn on this pool.
5. Trainmen assigned to this rest cycle pool who are scheduled to observe a vacation of seven (7) days or more will be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
 - i. Trainmen who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once trainmen return from vacations of seven (7) days or more and the trainman wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the trainman chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/3 work/rest service.
6. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD:

S. Macedonio
AVP, Labor Relations

General Chairman, SMART-TD

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT
Between
BNSF RAILWAY
and
SMART-TD

In a joint effort to afford predictable time off to trainmen in unassigned service, the following fatigue mitigation program is agreed to:

1. Extra Board trainmen at _____ will be allocated a 6/3 work/rest cycle. A work/rest cycle is defined as six (6) consecutive days during which a trainman is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three (3) consecutive rest days (the rest cycle). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and SMART-TD Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.
 - 1.1 Mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the trainman is available to protect service on duty on or after 0900 on the day following the last scheduled rest day. Trainmen will be removed from and returned to the board based on advance calling times for the terminal.

Example: The calling time for Terminal A is 120 minutes. Trainmen will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Trainmen will be returned to the board at 0700 so they are available for calls at 0900 or later.
 - 1.2 When turns need to be added to, or reduced from, this extra board it will be done in a manner that balances the work/rest cycles.
 - 1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the extra board, the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior trainman holding the turn with that rest cycle would be cut from the extra board.
2. Observed rest cycle days are optional but observed days must be consecutive.
 - 2.1 Trainmen who elect to not observe any portion of the rest cycle must select that option in the Workforce Hub (or similar technology) not less than forty-eight (48) hours prior to the beginning of the rest cycle.
 - 2.2 Trainmen who do elect to observe their rest cycle but may not need to observe all of their rest cycle, may mark up at any point following the first full twenty-four (24) hours of their rest cycle.

- 2.3 Beginning twenty-four (24) hours before the start of a rest cycle, trainmen who are scheduled to begin a rest cycle will be used, when feasible pursuant to BNSF's business needs, on assignments that are scheduled to tie up at the home terminal.
 - 2.3.1 Beginning twenty-four (24) hours before the beginning of their rest cycle, when a trainman on this extra board becomes first out, they may be run around by trainmen following that employee on the extra board if it is determined by Workforce Management that the first-out trainman could be used in service described in paragraph 2.3 of this Agreement at a later time but before the expiration of the final twenty-four (24) hours of the work cycle. Once the trainman being held first out is run around by a following trainman, the first-out trainman may only be used in service described in paragraph 2.3 of this Agreement and may not be used in regular service. When runarounds occur as described in this paragraph, there shall be no runaround penalties due for any trainman.
 - 2.3.2 In the event trainmen are required to work into the start of their rest days due to manpower needs, trainmen will begin their rest cycle upon tie-up at the home terminal and will have their rest cycle adjusted to allow for the full three (3) day rest cycle (not less than seventy-two (72) hours off) upon tie-up at the home terminal.
3. Guarantee Offsets:
 - 3.1 Trainmen shall have their guarantee reduced by one guarantee day for each rest day, or partial rest day, observed.
 - 3.2 Trainmen are expected to utilize Smart Rest in order to ensure that they do not become unavailable during their work cycle as a result of consecutive starts under RSIA. Failure to properly utilize Smart Rest as identified and becoming unavailable as a result of RSIA will result in forfeiture of guarantee for that pay half.
 - 3.2.1 Use of Smart Rest will not result in a deduction of guarantee so long as the trainman protects their next tour of duty in keeping with current RSIA agreements.
 - 3.3 Any trainman who has more than two (2) unpaid layoffs outside of their rest days in a pay half (each twenty-four (24) hour period counts a separate layoff event in this context) will forfeit guarantee for that pay half.
 - 3.4 Any trainman who observes a paid layoff during their work cycle will have their guarantee offset by 1/15th or 1/16th.
4. Trainmen exercising displacement rights to this guaranteed extra board will be handled under existing rules with regards to guarantee eligibility.
5. Trainmen exercising displacement rights, or being force assigned to this guaranteed extra board, must place to an open position if there is one. Otherwise, they must displace the junior trainman on the extra board.
6. Trainmen assigned to this extra board may not bid to another turn on this extra board.

7. Trainmen assigned to this extra board who are scheduled to observe a vacation of seven (7) days or more shall be allowed to adjust the start of that vacation to begin upon the expiration of their rest cycle.
- 7.1 Trainmen who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once a trainman returns from a vacation of seven (7) days or more and the trainman wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the trainman chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/3 work/rest service.
8. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD

S. Macedonio
AVP, Labor Relations

General Chairman, SMART-TD

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT
Between
BNSF RAILWAY
and
SMART-TD

In a joint effort to afford predictable time off to trainmen in unassigned service, the following fatigue mitigation program is agreed to:

1. Extra Board Trainmen at _____ will be allocated a 6/3 work/rest cycle. A work/rest cycle is defined as six (6) consecutive days during which a trainman is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three (3) consecutive rest days (the rest cycle). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and SMART-TD. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.

1.1 Mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the trainman is available to protect service on duty on or after 0900 on the day following the last scheduled rest day. Trainmen will be removed from and returned to the board based on advance calling times for the terminal.

Example: The calling time for Terminal A is 120 minutes. Trainmen will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Trainmen will be returned to the board at 0700 so they are available for calls at 0900 or later.

1.2 When turns need to be added to, or reduced from, this extra board it will be done in a manner that balances the work/rest cycles.

1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the extra board, the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior trainman holding the turn with that rest cycle would be cut from the extra board.

2. Rest cycle days are mandatory

2.1 Beginning twenty-four (24) hours before the start of a rest cycle, trainmen who are scheduled to begin a rest cycle will be used, when feasible pursuant to BNSF's business needs, on assignments that are scheduled to tie up at the home terminal.

2.1.1 Beginning twenty-four (24) hours before the start of their rest cycle, when a trainman on this extra board becomes first out, they may be run around by trainmen following that employee on the extra board if it is determined by Workforce Management that the first-out trainman could be used in service described in paragraph 2.1 of this Agreement at a later time but before the expiration of the final 24 hours of the work cycle. Once the trainman being held first out is run around by a following trainman, the first-out trainman may only be used in service described in paragraph 2.1 of this Agreement and may not be used in regular service. When runarounds occur as described in this paragraph, there shall be no runaround penalties due for any trainman.

2.1.2 In the event a trainman is required to work into the start of their rest days due to manpower needs, trainmen will begin their rest cycle upon tie-up at the home terminal and will have their rest cycle adjusted to allow for the full three (3) day rest cycle (not less than seventy-two (72) hours off) upon tie-up at the home terminal.

3. Guarantee Offsets:

3.1 Trainmen shall have not their guarantee reduced for observing their rest days.

3.2 Any trainman who has an unpaid layoff during their work cycle will forfeit guarantee for that pay half.

3.3 Any trainman who observes a paid layoff during work cycle will have their guarantee offset by 1/15th or 1/16th.

3.4 Trainmen are expected to utilize Smart Rest in order to ensure that they do not become unavailable during their work cycle as a result of consecutive starts under RSIA. Failure to properly utilize Smart Rest as identified and becoming unavailable as a result of RSIA will result in forfeiture of guarantee for that pay half.

3.4.1 Use of Smart Rest will not result in a deduction of guarantee so long as the trainman protects their next tour of duty in keeping with current RSIA agreements.

4. Trainmen exercising displacement rights to this guaranteed extra board will be handled under existing rules with regard to guarantee eligibility.

5. Trainmen exercising displacement rights, or being force assigned to this guaranteed extra board, must place to an open position if there is one. Otherwise, they must displace the junior trainman on the extra board.

6. Trainmen assigned to this extra board may not bid to another turn on this extra board.

7. Trainmen assigned to this extra board who are scheduled to observe a vacation of seven (7) days or more shall be allowed to adjust the start of that vacation to begin upon the expiration of their rest cycle.

7.1 Trainmen who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once a trainman returns from a vacation of seven (7) days or more and the trainman wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the trainman chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/3 work/rest service.

8. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD

S. Macedonio
AVP, Labor Relations

General Chairman, SMART-TD

Melissa Beasley Coke
General Director, Labor Relations

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MEMORANDUM OF AGREEMENT

Between
BNSF RAILWAY
And
SMART-TD

In a joint effort to provide more predictable time off to trainmen in unassigned service, the following fatigue mitigation pilot is agreed to:

For a period of two (2) months, the following will apply to trainmen on the _____ Yard extra board

- 1) BNSF will designate a schedule of rest days for each position on the switchmen's extra board at _____. The primary criterion will be the needs of service. Each extra board rest day position will then be advertised, consistent with rules governing advertisements, and awarded to the senior applicant at the close of the bulletin period. Rest days will commence at midnight on the first day of that particular extra board position (subject to the provisions listed in item #5 of this Agreement)

EXAMPLE 1 – At Terminal A, Sunday through Wednesday are identified as the days of the week with the least demand for extra switchmen. With four extra employees assigned to that extra list, two positions could be assigned Sunday/Monday rest days. The two remaining positions could have Tuesday/Wednesday rest days.

EXAMPLE 2 – Using the same scenario as Example 1, the extra board is increased by two positions. Following an increase to the extra board, the existing positions will be maintained and the two new positions added with one having Sunday/Monday rest days and the other with Tuesday/Wednesday rest days.

EXAMPLE 3 – Using the same scenario as Example 1, the extra board is reduced one position. BNSF will determine which position should be reduced. The employee holding that position will then be entitled to exercise seniority as described in Paragraph 2 of this Agreement.

EXAMPLE 4 – After several additions and subtractions to the board described in Example 1, it is determined that the rest day assignments no longer represent the needs of service. All rest day assignments may be changed. The new positions may be bulletined for the exercise of seniority as provided for in existing Agreements governing assignments of positions at this location.

- 2) Employees who exercise seniority to this extra board after the initial advertisement may displace to any unfilled position or displace the junior employee assigned to the extra board.
- 3) In order to observe the rest days assigned to one of the positions on this extra board, the employee must hold the position prior to the beginning of the assigned rest days and when a switchman holds the position prior to the beginning of the rest days, they will be entitled the appropriate compensation.
 - a) Any switchman who displaces to a position on this extra board at any time during the assigned rest days will not be entitled to observe the rest days and must be available to be called to work.

- b) Should that exercise of seniority result in the switchman working 6 or 7 days in that work week, those additional days will be paid at the straight time rate.
- 4) Assignment of regular rest days will not reduce, change, or modify existing Yardmen's Extra Board Guarantee at this location except as follows:
 - a) An extra board switchman who lays off during his assigned work days will have his guarantee reduced by 1/11th of the maximum payroll period guarantee for each "day", or portion thereof, that they are laid off in that payroll period.
 - b) The term "day" shall remain as currently defined in existing extra board agreement application to this location (e.g. 24 hour period, midnight to midnight, etc.).
 - c) If an extra board switchman has more than two (2) unpaid layoffs in a pay half, they will forfeit guarantee for that pay half.
- 5) Employees will be expected to protect service until 2359 prior to their rest day commencing. If an employee is worked into their assigned rest day, the rest time will be automatically extended to the amount necessary to ensure the employee receives 48 consecutive hours of rest.
- 6) This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____, 2023 and shall remain in effect for a minimum of 60 days. After the initial 60 days, either Party may cancel this pilot by giving 15 days' advanced written notice to the other Party. The Parties agree to discuss this pilot every 30 days for the duration of the pilot.

For BNSF Railway Company:

For SMART-TD

 S. Macedonio
 AVP, Labor Relations

 General Chairman, SMART-TD

 Melissa Beasley Coke
 General Director, Labor Relations

MEMORANDUM OF AGREEMENT
Between
BNSF RAILWAY
and
SMART-TD

In a joint effort to afford predictable time off to trainmen in unassigned service, the following fatigue mitigation schedule is agreed to:

Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and SMART-TD. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.

1. Board Definition

- A. The _____ Pool (currently board _____) and the Trainman's Extra Board(s) (currently board _____) will be combined into one _____ Service Board that will become the primary source of supply for protection of ID/pool service between _____ and all extra service at _____ (i.e., HOSR, STAS, filling of local/roadswitcher vacancies, etc.)
- i. When a pool trainman lays off, their turn will be removed from the board. When the trainman returns from layoff, their turn will be placed at the bottom of the working board.
 - ii. Layoffs resulting in permanent vacancies as defined by applicable CBAs will continue to be handled by the terms outlined in those CBAs.
- B. Any equity between terminals or former roads will continue to be handled in accordance with current CBAs.

2. Operation

- A. Trainmen will be allocated an 11/4 work/rest cycle. A work/rest cycle is defined as eleven (11) consecutive days during which a trainman is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle); and four (4) consecutive rest days (the rest cycle).
- i. Mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the trainman is available to protect service on duty on or after 0900 on the day following the last scheduled rest day. Trainmen will be removed from and returned to the board based on advance calling times for the terminal. When trainmen return from rest days, they will be placed to the foot of the board.

Example: The calling time for Terminal A is 120 minutes. Trainmen will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Trainmen will be returned to the board at 0700 so they are available for calls at 0900 or later.

B. During the eleven (11) day work cycle, trainmen are required to utilize smart rest following their fourth or fifth consecutive start in order to remain available under RSIA for the entirety of their work cycle. If trainmen fail to utilize smart rest and become unavailable as a result of RSIA, they will forfeit their guarantee for that half.

C. Beginning at 0700 on the eleventh (11th) day of the trainman's work cycle, trainmen assigned to the _____ Service Board will be placed into a "red zone" status and will be moved to a separate board that is to only be used for assignments that are scheduled to tie up at the home terminal (including but not limited to HOSR, STAS and protection of roadswitcher/local assignments). In the event there are no available non-"red zone" trainmen available, trainmen in the "red zone" may be required to work an out-of-town assignment. If so used, BNSF will deadhead the trainman home upon arrival at the away-from-home terminal if possible. In the event the trainman is required to work into the start of their rest days, trainmen will have their rest cycle adjusted to allow for the full four (4) day rest cycle (not less than 96 hours) upon tie-up at the home terminal.

Example: Trainman Smith is scheduled to begin rest cycle at 0900 on Monday. At 0900 Sunday morning, Trainman Smith is called to work a pool job as a result of the out-of-town pool being exhausted. Trainman Smith ties back up at the home terminal at 2300 on Monday night. Trainman Smith would then be off on rest cycle until marked back to the board at 2100 on Friday night.

Note: BNSF and the Organization may work together on alternative methods for employees in the "red zone" (i.e., call windows, etc.) to ensure that these employees are properly utilized for service that will tie-up at the home terminal.

D. Scheduled rest cycle days are mandatory.

E. Trainmen will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.

3. Guarantee/Pay

A. Trainmen assigned to the designated boards will be guaranteed at the _____ Service Board guarantee rate of _____ per pay half, including all future GWIs and/or COLAs.

B. Trainmen shall have not their guarantee reduced for observing their rest days.

C. Any trainman who lays off in any non-compensated status during their work cycle shall forfeit their guarantee for that half and be paid actual earnings.

D. Any trainman who lays off in a compensated status (i.e., PLD, VAC day) shall have their guarantee reduced by 1/15th for each calendar day, or portion thereof, that the trainman is unavailable for service.

4. Regulation and Exercising Seniority

A. Successful bidders for this 11/4 work/rest service are protected from displacement for the three (3) month bid pack period. No trainman may displace these 11/4 work/rest trainmen unless the trainman meets one of the following criteria:

- i. The trainman was headquartered at the terminal or outside locations protected by the terminal's trainman's extra board(s) when the bulletin was posted and the trainman is no longer able to hold any other road trainman job at the terminal or outside locations protected by the terminal's trainman's extra board(s).
 - ii. A trainman from a location other than the terminal (or outside location protected by the terminal's trainman's extra board(s)) is unable to hold any other position at the source of supply from which displaced (including outside locations protected by that source of supply) may displace to one of these 11/4 work/rest positions if they are unable to hold any other road trainman position at the terminal.
 - iii. The trainman was unable to access the bulletin for the duration of the bulletin period.
 - iv. The trainman is displaced from the board as a result of board reduction but is not the junior trainman in the board.
- C. If one of the above requirements is met, the displacing trainman must displace the junior trainman in the 11/4 work/rest service at the first available opportunity.
- D. Assigned 11/4 work/rest trainmen will be allowed to bid to other non-work/rest trainmen positions or use their 30-day bump to move out of the 11/4 work/rest service. Trainmen are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be filled in accordance with the CBA.
- i. A work/rest trainman can bid out of the service and later bid back into the work/rest service to fill subsequent permanent vacancies.
- E. Trainmen assigned to this _____ Service Board may not bid to another turn on this board during the bid-pack period.
- F. Trainmen assigned to this _____ Service Board who are scheduled to observe a vacation of seven (7) days or more will be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
- i. Trainmen who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once trainmen return from vacations of seven (7) days or more and the trainman wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the trainman chooses not to return to their rest cycle turn, they must exercise seniority outside of the 11/4 work/rest service.
- G. When turns need to be added to, or reduced from, this pool board it will be done in a manner that balances the work/rest cycles.
- i. As an example of the above, if there are 3 turns with "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle; and 4 turns with "D" Rest Cycle and 1 turn needs to be cut from the pool, the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior trainman holding the turn with that rest cycle would be cut from the pool. If that trainman was not the junior trainman in the pool, that trainman could displace the junior trainman in the pool in accordance with 4(a)(iv) above. If more

than one trainman is displaced, the senior trainman will get their first choice if the junior trainmen are on different rest cycles.

H. BNSF and SMART-TD will be jointly responsible for ensuring that the _____ Service Board is properly regulated to provide sufficient staffing to protect service.

5. Savings Clause

A. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD

S. Macedonio
AVP, Labor Relations

General Chairman, SMART-TD

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

And

SMART-TD

Should the Parties agree to put a Predictive Work Schedule (PWS) fatigue mitigation process in place in any pool, the following shall be used as a template:

1. Predictive Work Schedule (Assigned Pool Service)

- A. Some percent (to be determined by BNSF after consultation with the designated SMART-TD Representative) of the trainmen assigned to the [location] consolidated pool may be provided with a Predictive Work Schedule (PWS).
- B. PWS trainmen will be provided a schedule of their on-duty times for 8-13 weeks in advance. BNSF retains the right to call the PWS trainman to report for service up to two (2) hours prior to their scheduled on-duty time or two (2) hours after their scheduled on-duty time. If the PWS trainman receives no call from BNSF, the trainman is to report for duty at the end of this 4-hour window.

Example: PWS Trainman Jones has a scheduled on-duty time of February 1, 2024 at 1400. Trainman Jones is responsible for protecting any calls for service with an on-duty time between 1200 and 1600.

If no call for service is received, Trainman Jones is required to report for duty on February 2024 at 1600.

- C. These trainmen will not be subject to call until their next PWS on-duty window, except in an emergency:
 - i. In case of emergency or obstructions (which includes acts of God, wrecks, washouts, derailments, fires, floods, and mud slides, etc., which interfere with the operation of trains) the Parties agree to immediately discuss how best to utilize PWS trainmen if there are no trains available during their call window.
 - ii. If a PWS trainman is not used for service during the trainman's on-duty window, the trainman will be paid a round trip at the rate of their next working trip. These trainmen will not be subject to call until their next PWS on-duty window.
- D. BNSF will post the bulletins to close prior to the PWS service implementation so that all employees will be provided the necessary familiarization trips prior to implementation. The bulletins will include different starting time calendars, and the

senior trainman will be assigned their highest selected calendar. In other words, a calendar may have a preferred time off depending on a holiday or weekend.

- i. If no employee bids to a PWS turn, the PWS turn will be removed from the schedule for the length of the PWS period. No employee will be forced to a PWS turn.
- E. Successful bidders for this PWS service are protected from displacement for the 8-13 week period. No trainman may displace these PWS trainmen unless the trainman meets one of the following criteria:
- i. The trainman was headquartered at [location] or outside locations protected by the [location] road trainman extra board(s) when the bulletin was posted and the trainman is no longer able to hold any other road trainman job at [location] or outside locations protected by the [location] road trainman's extra board(s); if so the trainman may displace the junior trainman on a PWS position.
 - ii. The trainman from a location other than [location] (or outside location protected by [location]) is not able to hold any position and unable to hold any other position at the source of supply from which displaced (including outside locations protected by that source of supply) they may displace the junior trainman on a PWS position if they are unable to hold any other road position at [location] including road extra boards at [location].
 - iii. The trainman was unable to access the bulletin for the duration of the bulletin period.
 - iv. If one of the above requirements is met, the displacing trainman must displace the junior trainman in the PWS service at the first available opportunity.
- F. Assigned PWS trainmen will be allowed to bid to other non-PWS trainmen positions within the pool or use their 30-day bump to move out of the PWS service. Trainmen are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be filled in accordance with existing rules.

MEMORANDUM OF AGREEMENT

Between
BNSF RAILWAY
And
SMART-TD

In a joint effort to provide our customers with a more consistent level of service by affording predictable time off to trainmen in unassigned service, the following fatigue mitigation schedule is agreed to:

The following will apply to trainmen in the _____:

1. Trainmen assigned to this pool will be allocated a 7/3 work/rest cycle. A work/rest cycle is defined as seven (7) consecutive days during which a trainman is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three (3) consecutive rest days (the rest cycle). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and SMART-TD. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.
 - 1.1 Trainmen are expected to utilize smart rest if needed to avoid becoming RSIA unavailable during their work cycle.
 - 1.2 When turns need to be added to, or reduced from, this pool board it will be done in a manner that balances the work/rest cycles.
 - 1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the pool the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior trainman holding the turn with that rest cycle would be cut from the pool.
2. Unless the trainman elects to not observe all, or a portion of, the rest cycle, mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the trainman is available to protect service on duty at 0900 or after on the day following the last scheduled rest day. Trainmen will be removed from and returned to the board based on advance calling times for the terminal.

Example: The calling time for Terminal A is 120 minutes. Trainmen will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Trainmen will be returned to the board at 0700 so they are available for calls at 0900 or later.

 - 2.1 Observed rest cycle days must be consecutive.

- 2.2 Trainmen who elect to not observe any portion of the rest cycle must select that option in the Workforce Hub (or similar technology) not less than forty-eight (48) hours prior to the beginning of the rest cycle.
 - 2.3 Trainmen who do elect to observe their rest cycle but may not need to observe all of their rest cycle, may mark up at any point following the first full twenty-four (24) hours of their rest cycle.
 - 2.4 Beginning twenty-four (24) hours before the start of a rest cycle, pool trainmen who are scheduled to begin a rest day may, at their discretion, opt to place to the foot of the board (FOB) at any point prior to reaching first out.
 - 2.4.1 If, due to lack of other manpower, a trainman who has utilized FOB must be used to the AFHT in the twenty-four (24) hours prior to the beginning of their rest cycle, at BNSF's discretion the trainman may be deadheaded home upon arrival at the AFHT if possible. In the event the trainman is required to work into the start of their rest days in this instance only, trainmen will have their rest cycle adjusted to allow for the full three (3) day rest cycle (not less than seventy-two (72) hours off) upon tie-up at the home terminal.
 - 2.4.2 Trainmen who voluntarily choose not to utilize FOB and are used to the AFHT will begin their rest cycle following their tie-up at the home terminal. In order to keep the board in proper rotation, rest cycles will not be extended and will end as scheduled. Trainmen will be allowed to voluntarily work into their rest cycle on the front end as a means to increase their earning potential.
 - 2.5 Trainmen will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.
3. Successful bidders for this 7/3 work/rest service are protected from displacement for the three (3) month bid pack period. No trainman may displace these 7/3 work/rest trainmen unless the trainman meets one of the following criteria:
 - i. The trainman was headquartered at the terminal or outside locations protected by the terminal's trainman's extra board(s) when the bulletin was posted and the trainman is no longer able to hold any other road trainman job at the terminal or outside locations protected by the terminal's trainman's extra board(s).
 - ii. A trainman from a location other than the terminal (or outside location protected by the terminal's trainman's extra board(s)) is unable to hold any other position at the source of supply from which displaced (including outside locations protected by that source of supply) may displace to one of these 7/3 work/rest positions if they are unable to hold any other road trainman position at the terminal.
 - iii. The trainman was unable to access the bulletin for the duration of the bulletin period. In this case the trainman must displace the junior trainman on 7/3 pool.
 - iv. The trainman is displaced from the board as a result of board reduction but is not the junior trainman on the board. In this case the trainman must displace the junior trainman on 7/3 pool.

4. Trainmen assigned to this work/rest pool may not bid to another turn on this pool.
5. Trainmen assigned to this rest cycle pool who are scheduled to observe a vacation of seven (7) days or more will be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
 - i. Trainmen who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once trainmen return from vacations of seven (7) days or more and the trainman wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the trainman chooses not to return to their rest cycle turn, they must exercise seniority outside of the 7/3 work/rest service.
6. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD:

S. Macedonio
AVP, Labor Relations

General Chairman, SMART-TD

Melissa Beasley Coke
General Director, Labor Relations

MEMORANDUM OF AGREEMENT
Between
BNSF RAILWAY
and
SMART-TD

In a joint effort to provide our customers with a more consistent level of service by affording predictable time off to trainmen in unassigned service, the following fatigue mitigation schedule is agreed to:

The following will apply to trainmen in the _____:

1. Trainmen assigned to this pool will be allocated a 6/2/4/2 work/rest cycle. A work/rest cycle is defined as six (6) or four (4) consecutive days during which a trainman is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and two (2) consecutive rest days (the rest cycle). The work/rest cycle will repeat as six (6) work days followed by two (2) rest days followed by four (4) work days followed by two (2) rest days, then repeat (6/2/4/2/6/2/4/2, etc.). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and SMART-TD. Bid packs will be bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.

1.1 Trainmen are expected to utilize smart rest if needed to avoid becoming RSIA unavailable during their work cycle.

1.2 When turns need to be added to, or reduced from, this pool board it will be done in a manner that balances the work/rest cycles.

1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the extra board, the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior trainman holding the turn with that rest cycle would be cut from the extra board.

2. Rest cycle days are mandatory

2.1 Beginning twenty-four (24) hours before the start of a rest cycle, trainmen who are scheduled to begin a rest cycle will be used, when feasible pursuant to BNSF's business needs, on assignments that are scheduled to tie up at the home terminal.

2.2 Beginning twenty-four (24) hours before the start of their rest cycle, when a trainman on the board becomes first out, they may, be run around by trainmen following that employee on the board if it is determined by Workforce Management that the first-out trainman could be used in service described in paragraph 2.1 of this Agreement at a later time but before the expiration of the final 24 hours of the work cycle. Once the trainman being held first out is run around by a following trainman, the first-out trainman may only be used in service described in paragraph 2.1 of this Agreement and may not be used in regular service. When runarounds occur as described in this paragraph, there shall be no runaround penalties due for any trainman.

2.2.1 In the event the trainman is required to work into the start of their rest days due to manpower needs, trainmen will begin their rest cycle upon tie-up at the home terminal and will have their rest cycle adjusted to allow for the two (2) day rest cycle (not less than forty-eight (48) hours off) upon tie-up at the home terminal.

2.3 Trainmen will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.

3. Regulation and Exercising Seniority

A. Successful bidders for this 6/2/4/2 work/rest service are protected from displacement for the three (3) month bid pack period. No trainman may displace these 6/2/4/2 work/rest trainmen unless the trainman meets one of the following criteria:

- i. The trainman was headquartered at the terminal or outside locations protected by the terminal's trainman's extra board(s) when the bulletin was posted and the trainman is no longer able to hold any other road trainman job at the terminal or outside locations protected by the terminal's trainman's extra board(s).
- ii. A trainman from a location other than the terminal (or outside location protected by the terminal's trainman's extra board(s)) is unable to hold any other position at the source of supply from which displaced (including outside locations protected by that source of supply) may displace to one of these 6/2/4/2 work/rest positions if they are unable to hold any other road trainman position at the terminal.
- iii. The trainman was unable to access the bulletin for the duration of the bulletin period.
- iv. The trainman is displaced from the board as a result of board reduction but is not the junior trainman on the board.

B. If one of the above requirements is met, the displacing trainman must displace the junior trainman in the 6/2/4/2 work/rest service at the first available opportunity.

C. Assigned 6/2/4/2 work/rest trainmen will be allowed to bid to other non-work/rest trainman positions or use their 30-day bump to move out of the 6/2/4/2 work/rest service. Trainmen are required to work at least one compensated trip prior to being allowed to bid off. The vacated position will be filled in accordance with the CBA.

- i. A work/rest trainman can bid out of the service and later bid back into the work/rest service to fill subsequent permanent vacancies.

4. Trainmen assigned to this work/rest pool may not bid to another turn in this pool during the hold-down period.

5. Trainmen assigned to this rest cycle pool who are scheduled to observe a vacation of seven (7) days or more will be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.

- i. Trainmen who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once trainmen return from vacations of seven (7) days or more and the trainman wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the trainman chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/2/4/2 work/rest service.
6. This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD:

S. Macedonio
AVP, Labor Relations

General Chairman, SMART-TD

Melissa Beasley Coke
General Director, Labor Relations

**Memorandum of Agreement
Between
BNSF Railway
And
SMART-TD**

The Parties agree to the following in the _____ Pool:

A. Upon tying up from each tour of duty, trainmen will be allowed to observe a home cycle time of _____ hours. The home cycle time for trainmen will not be broken unless the trainman has volunteered for extra service.

1. Trainmen who want to make themselves available for extra service during their home cycle time in order to increase earning potential, may volunteer to be called for service prior to the expiration of that home cycle time as follows:
 - i. Rested trainmen on board _____ will have the ability to volunteer to be called for service prior to the expiration of their designated home cycle time.
 - ii. Trainmen will have the option of making themselves available for this work electronically, and this option may be turned on/off at any time.
 - iii. Trainmen who have volunteered to be called for additional service will be required to protect calls for service on boards _____.
 - iv. Trainmen who perform additional service will, upon tie-up from that additional service, will be placed to the bottom of their working board.
 - v. Trainmen who volunteer for extra service will be allowed to observe the home cycle time of their assigned pool upon tie-up from their extra service trip.

The home cycle time may be adjusted upon request from SMART-TD and approval by BNSF.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway:

For SMART-TD:

S. Macedonio
AVP, Labor Relations

General Chairman

Melissa Beasley Coke
General Director, Labor Relations

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MEMORANDUM OF AGREEMENT

Between
BNSF RAILWAY
And
SMART-TD

In order to increase flexibility and enhance employees' work/rest schedules, the parties agree to establish trip rate-based service on a variable work schedule at _____ as follows:

1. Assignment(s) for trip rate-based assigned trainmen may be established at _____ and may be operated in the manner prescribed hereinafter. The actual operation of this assignment will be as follows:
 - A. This agreement will only apply to designated jobs at _____.
 - B. This agreement supersedes any and all conflicting collective bargaining agreements that apply to this service at _____ terminal only to the extent outlined herein as long as this pilot is in effect.
 - C. BNSF and SMART-TD will be responsible for the following:
 - i. Coordinating on the scheduling for the designated jobs, vacation, and rest days so every necessary shift/job is filled.
 - a. A three (3) month schedule working 12-hour workdays, on a rotating schedule, will be established and provided to the mutually agreed-upon supervisor by the local chairman at least fifteen (15) days prior to the start of any bid pack. The schedule and any adjustments will be reviewed with the mutually agreed-upon supervisor ten (10) days prior to the expiration of the prior bid pack.

Note: Acceptable rotating schedules may be 3-3; 4-3 3-4; 3-2 2-3; or any other mutually agreed-to format.
 - ii. Employees who are successful bidders on this variable work schedule assignment will be assigned to a position for the entirety of the bid pack period unless they are displaced in accordance with Paragraph 2 below.
 - D. The starting time brackets as outlined in the applicable Yard Schedule will not be applicable to the yard jobs operating under this agreement, but will remain applicable to all other yard jobs, including any extra yard jobs that may be called.
2. Successful bidders for this variable work schedule service are protected from displacement for length of the bid pack. No trainman may displace these variable work schedule trainmen unless the trainman meets one of the following criteria:

- A. The trainman was headquartered at [location] or outside locations protected by the [location] trainmen's extra board(s) when the bulletin was posted and the trainman is no longer able to hold any other road trainman job at [location] or outside locations protected by the [location] trainmen's extra board(s).
- B. A trainman from a location other than [location] may displace to one of these variable work schedule positions if they are displaced and unable to hold any other position at the source of supply from which displaced (including outside locations protected by that source of supply), and they are not able to hold any other position at [location], including the trainmen's extra board(s) at [location].
- C. The trainman was unable to access the bulletin for the duration of the bulletin period.
- D. A trainman may voluntarily bid out of variable work schedule service and later bid back into the variable work schedule service to fill subsequent permanent vacancies.

3. Vacation and PLDs/Annulments

- A. Scheduled weeks of vacation:
 - i. Vacation will be taken as scheduled, with consideration for sliding vacations to coincide with scheduled rest days where possible. BNSF and SMART-TD will coordinate on the schedules to ensure assignment coverage. Weekly vacation will be paid in accordance with the current CBA. Due to the unique nature of the 12-hour day, the parties will discuss what adjustments, if any, need to be made to vacation scheduling.
- B. Single vacation days:
 - i. Trainmen are allowed under current CBAs to float one (1) week of vacation. Single-day vacations may be used for single-day layoffs and will be paid in accordance with the current CBA. Due to the unique nature of the 12-hour day, the parties will discuss what adjustments, if any, need to be made.
- C. In recognition of the unique nature of alternate schedules and the 12 hour per shift model, each shift worked under the alternate work schedule will be counted as 2.7 inflated days for the purposes of vacation qualification.
- D. All trainmen working under this alternate work schedule will be entitled to a total of up to eleven (11) personal leave days (based on years of service).

Note: If the extra day provided for in the 2022 National Agreement is taken as a PLD, trainmen may earn up to a total of twelve (12) personal leave days

- i. It is understood that no trainman will be entitled to more than eleven (11) days of paid leave under the combination of Holiday Pay and Personal Leave Days (for Holiday qualifying jobs only).

Example: Employee X has used all eleven (11) Holiday/Personal Leave Days prior to Thanksgiving. They would not be entitled to any payment under either the Holiday Rule or the Annulment Rule if their job was laid in on the holiday.

- ii. The number of personal leave days will be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road or yard service.
- iii. Any annulments will be paid at the applicable trip rate.

4. Vacancies and Layoffs

- A. Trainmen working in this service will report for duty at the bulletined time. If the assigned trainman, through no fault of their own, is not rested for the assigned bulletin time, they will not be required to report for service on that scheduled workday and will be compensated as if they had been.
- B. Variable work schedule trainmen who desire to switch shifts with another variable work schedule trainman within the same terminal may do so long as the switch does not result in either trainman's shift having to be filled by the extra board or either trainman becoming RSIA unavailable. Swaps executed under these conditions will not be considered a layoff.
- C. If a variable work schedule trainman arranges for another variable work schedule trainman to fill their vacancy on their assigned workday, they are required to inform Workforce Management no less than three (3) hours prior to start time of the job in question.
- D. If no replacement variable work schedule trainman can be found to fill the vacancy, the variable work schedule trainman must layoff prior to call time for the job in question so the extra board can be used to cover the vacancy.

5. Compensation

- A. Trainmen will be compensated the following trip rate, subject to National Agreement provisions:

	<u>Trip Rate</u>
Trainman	\$ XXX.xx

Note 1: These trip rates will remain subject to all future GWIs and COLAs.

Note 2: It is understood there will be no overtime payments for time on duty under twelve (12) hours; or arbitrary/operational penalty payments made in connection with the CA Codes listed in Attachment A.

Note 3: If there are any concerns arising out of Note 2, the General Chairman and General Director Labor Relations will discuss.

B. Trainmen will be entitled to overtime for any time on duty in excess of twelve (12) hours at the applicable rate of pay.

This agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:

For SMART-TD:

S. Macedonio
AVP, Labor Relations

General Chairman, SMART-TD

Melissa Beasley Coke
General Director, Labor Relations

Attachment A - SAMPLE

In connection with Paragraph 5(A), Note 2, there will be no arbitrary/penalty payments due to employees working under this pilot agreement in connection with the below listed CA Codes:

- 21
- 22
- 24
- 32
- 34
- CC
- CP
- HO
- MR
- PD

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