

**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 tie-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 1 – 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**

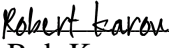
- A. Effective with this Agreement, all away-from-home terminal meals as established by National Agreement or Local Agreement, will be subject to any future general wage increase and/or COLAs.

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:

DocuSigned by:  
  
 Robert Karan

DocuSigned by:  
  
 Scott Swiatek

DocuSigned by:  
*Sam Macedonio*  
Sam Macedonio

DocuSigned by:  
*Kevin Kime*  
Kevin Kime

DocuSigned by:  
*Melissa Beasley Coke*  
Melissa Beasley Coke

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*Rich O'Connell*  
Rich O'Connell

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*Andrea Smith*  
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*Mike LaPresta*  
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DocuSigned by:  
*Larry Miller*  
Larry Miller

DocuSigned by:  
*Tony McAdams*  
Tony McAdams

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*Ray Davis*  
Ray Davis

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Jamie Modestitt

## **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.

### **1. 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.

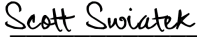
9. **Paid Familiarization for Ground Service Employees**


- 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.

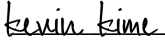
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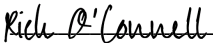
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Jamie Madesitt



## **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:

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 Robert Karan

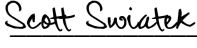
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 Melissa Beasley Coke

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 Andrea Smith


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FOR SMART-TD:

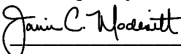
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Jamie Moebsitt

**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.

FOR BNSF:

DocuSigned by:  
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*Sam Macedonio*  
Sam Macedonio

DocuSigned by:  
*Melissa Beasley Coke*  
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Kathleen Maglisceau

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Kevin Kome

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*Jamie Modisitt*  
Jamie Modisitt

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.

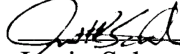
FOR BNSF:


- DocuSigned by:  
Robert Karov  
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- DocuSigned by:  
Sam Macedonio  
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Melissa Beasley Coke  
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Kathleen Maglisceau  
Kathleen Maglisceau

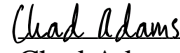
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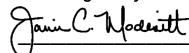
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Tony McAdams  
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Rory Davis  
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Justin Schrock

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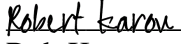
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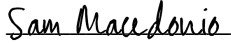
**Side Letter No. 3 – Routine and Preventative Medical Care Days**

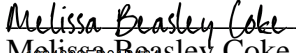
The Parties agree to amend Side Letter #3 of the 2022 National Agreement to include the following:


- 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.

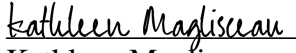
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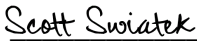
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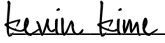
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 Melissa Beasley Coke


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 Andrea Smith

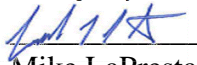
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 Kathleen Maglisceau

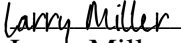
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 Scott Swiatek


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 Kevin Kime

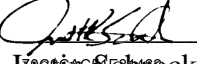
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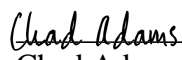
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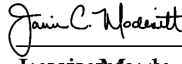
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 Joe Lopez

Approved by:

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Chad Adams

DocuSigned by:

  
Jamie Madesitt

**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:

FOR SMART-TD:

DocuSigned by:  
Robert Karon  
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DocuSigned by:  
Kevin Kime  
Kevin Kime

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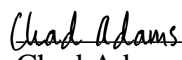
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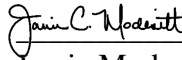
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Joe Lopez  
Joe Lopez



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Chad Adams

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Jamie M. Modcitt

### 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:**

DocuSigned by:

Robert Karov  
Robert Karov

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Sam Macedonio

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Andrea Smith  
Andrea Smith

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Kathleen Magfisciau  
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**FOR SMART-TD:**

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Kevin Kime  
Kevin Kime

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Rich O'Connell  
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Mike LaPresta  
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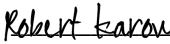
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**Side Letter No. 6 – Vacation Qualification for Extra Board Employees**


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:

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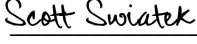
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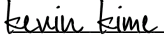
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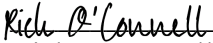
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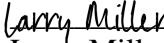
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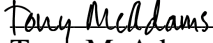
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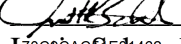
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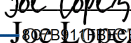
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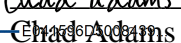
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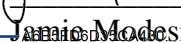
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 Chad Adams

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 Jamie Modcitt

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