

**BNSF SUBURBAN SERVICE QUALIFYING  
AGREEMENT BETWEEN  
BNSF RAILWAY  
AND  
SMART-TD**

The Parties to this Agreement desire to establish procedures that govern BNSF Suburban Services qualification. This Agreement is only applicable to employees working under SMART-TD agreements in BNSF Suburban service, and the following terms will apply:

*(For the purposes of this agreement "Trainman" will be understood to mean Brakeman, and, or Conductor)*

1. When an employee exercises their seniority to Aurora extra board(s) 10,20, or 21, BNSF will hold a suburban training class for the purpose of training the aforementioned employee for suburban services.
  - a. The employee will be temporarily assigned to Aurora Suburban Training Board, #723 immediately upon marking to Aurora boards 10, 20, and 21, and will remain on board 723, until final completion of suburban training.
  - b. At the completion of training, the qualified employee will be placed back to the original board they placed onto. If the employee can no longer hold the original board, they will have full displacement rights (i.e.: a "bump")
  
2. The training program duration will be 21 days. One week of classroom training, and two weeks on the job training.
  - a. Once a Trainman begins the program, the Trainman must remain in the program until completion.

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  - b. Any extenuating circumstances that would not allow a Trainman to continue participation in the training program will be discussed between the appropriate Local Chairman and designated BNSF representative; should the parties not agree, final determination will be made between the appropriate General Chairman and the Chicago Division General Manager.

If an in-training Trainman does not return to the program, that Trainman forfeits their right to this program and accepts the responsibility to qualify on their own time and expense.

- c. At the end of the 21-day program, the qualified Trainman will be placed back to the original board they marked to and will be held to Aurora Terminal for one (1) year. Following the expiration of the hold-down, Trainman may exercise their seniority in accordance with Agreement rules.
3. BNSF, and the SMART-TD Suburban training coordinator will assign qualifying Trainman to specific assignments while in this program and will make the determination if the Trainman is properly qualified in Suburban Services.
4. When Trainman are being trained in this service, they will be paid at the appropriate Suburban Brakeman's Extra Board (currently AUROIL Board 21) Guaranteed Daily Rate of Pay for each day in the training period.
5. All Trainman training another Trainman in this service will be paid 1.22 times the regular passenger rate of pay.
6. BNSF Suburban Superintendent and SMART-TD Suburban training coordinator will designate craft facilitators for the purpose of this training.
7. At the completion of the employee training there will be a 30-, 60-, and 90-day review period where the current Suburban Superintendent and the SMART-TD Suburban training coordinator will determine if the employee shall remain Suburban qualified.
  - a. If the employee is determined to not be fit to remain qualified for suburban service, the employee will be disqualified for a period of one (1) year. The employee will have full displacement rights but will not be allowed to hold a position on Aurora boards, 10,20,21, and 62.
  - b. If the disqualified employee again desires to work suburban service, he /she may do so after the 12-month period has expired, subject to another 30,60,90-day review period, at the discretion of the BNSF Suburban Superintendent, and the SMART-TD Suburban training coordinator. The procedure for this will be followed if the employee exercises his/her seniority to Aurora Extra boards 10,20,21, or a regular suburban assignment on board 62.

This agreement shall take effect on \_\_\_\_\_, 2023. This Agreement may be cancelled by either party by serving a 30-day written cancellation notice. It is mutually understood and agreed that this Agreement and its application is made without prejudice to either party's contentions/positions concerning the application of the agreement rules and that this proposal, and its application or acceptance thereof, will not be referred to as a precedent by either party under any circumstances, except in the enforcement of this Agreement.

If the foregoing accurately reflects your understanding of our agreement, please sign where indicated and return one copy to this office.

For BNSF

For SMART-TD:

