

**AGREEMENT**

**DATED NOVEMBER 1, 2023**

**between**

**BNSF Railway**

**and**

**THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN**

## Section I: Self-Supporting Pools

All unassigned pools will be handled as follows:

- A. When the owner of a pool turn lays off, their turn will be removed from the board. When the owner of the pool turn returns from layoff, their turn will be placed to the bottom of the working board.
- B. Temporary vacancies in 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 employee on a make-up turn that will operate for one round trip and then be removed from the pool upon tie-up at the home terminal.

NOTE: Layoffs resulting in permanent vacancies as defined by applicable collective bargaining agreements (e.g., vacations of 7 days or more) will continue to be handled by the terms outlined in those CBAs.

## Section II: Pool Regulation/Extra Boards

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, the monthly start regulation range of a specific pool will be determined jointly by the appropriate BLET 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, and provide a sufficient earning opportunity for the involved engineers. The established range may be modified if any of the below occur:

- 1. Consistently depressed earnings for involved engineers;
  - 2. Consistent need for adjustment;
  - 3. Consistently excessive RSIA mandatory unavailable time;
  - 4. Consistently excessive make-up turns necessary;
  - 5. Trains consistently held for engineers; or
  - 6. Less than consistently predictable time off
- C. The determined monthly starts targets may be modified by mutual agreement.
  - D. 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, any remaining pool (or pools) will be sent to the Disputes Committee made up of an equal number of BLET and BNSF representatives to determine and appropriate start range for those pools.

- E. Pools and extra boards will be adjusted once per week. All pool and extra board adjustments will be made on Mondays. If any adjustments need to be made on other than Monday, they may only be done with the concurrence of the BLET Local or General Chairman.
- F. 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 pool turns currently assigned to the pool.
- G. If the average monthly starts per turn are within the parameters for the pool as determined by the procedure outlined in B above, no adjustment is necessary. 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, as close as possible to the middle of the range. When mid-range adjustment is the objective, resulting turn fractions of .51 will be rounded up and .50 and below will be rounded down.
- H. The parties maintain their rights under existing agreements to establish combined guaranteed road/yard extra boards.

### **Section III – Permanent Bid System**

- A. Existing service (e.g., already established pool service, extra boards, assigned jobs, etc.) will not be advertised.
- B. Any new service or change in service (as defined below) will be bulletined for a period of seven (7) days and shall state the closing date and time, which shall be at 1000 CT on the seventh day after the date of issue. Engineers wishing to bid on new or existing assignments must update their permanent bid to indicate such.
  - 1. Assigned road service (or other mileage-based assigned service) will be re-bulletined in all instances when the assignment mileage is increased or decreased by 300 miles or more per month; the service is changed from straightaway to turnaround or vice-versa; a starting time is changed by two hours or more; if on and off duty points, layover points, or days on which service is to be performed are changed.

2. Assigned yard service (or other hourly-based assigned service) will be re-bulletined when on and off duty points, rest days or starting time of assigned jobs are changed by one (1) hour or more.
  3. When an extra yard assignment has been run for four (4) consecutive days on the same shift, the job must be advertised and assigned.
  4. Incumbents of assignments re-advertised pursuant to Sections B(1), B(2) and B(3) above may continue to work the assignment during the period the new assignment is being advertised.
  5. An engineer 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 and do so prior to performing any other service and provided further that their seniority entitles them to the assignment.
  6. An engineer who is 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 (either 1000CT or 2000CT) provided their bid sheets are properly updated, and provided they are senior to the engineer filling such job during the bulletin period.
- C. Assignment of engineers 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 engineer holding seniority as an engineer may list any engineers' jobs on their seniority district(s) on their engineer bid sheet. The list of assignments will allow access to all information from the bulletin for the job assignment.
1. The permanent bid system will run so that any job changes will become effective, and engineers will be placed on those new assignments, at 1000CT and 2000CT. Engineers will receive courtesy notification of such changes. Engineers who are on duty or laid off, or otherwise unavailable (e.g., on assigned rest days of the previous assignment) will be deemed notified 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.)
  2. If engineers are observing FRA rest at the time a job change becomes effective, their new job will become effective at 1000CT or 2000CT. If the engineer is assigned to a pool or extra board, the engineer will be moved to that pool or extra board and begin working their way up the service board. Engineers will be provided a method to choose, up to one (1) hour after becoming FRA rested, to remain at their current spot in the pool or extra board or to take the foot-of-the-board.

D. A job selection option will be made available to engineers 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 engineers in the event they are displaced and/or as permanent vacancies occur. The placement of engineers 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.)

1. An engineer displaced from a run or assignment by a senior engineer in accordance with schedule rules and/or agreements, or by board adjustments, will be assigned to another assignment consistent with their permanent bid sheet.
  - a. In the event an engineer'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, they will displace the junior engineer in the terminal (including outlying locations), seniority permitting.
2. 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 engineer showing preference for the pool or extra board on their permanent bid sheet.
3. Engineers will not be allowed to move from one turn to another within the same pool. If there are assigned rest cycles or equity agreements, movement within the pool will be handled in accordance with the rest cycle or equity agreement. Engineers will not be allowed to voluntarily move from one extra board to another extra board within the same terminal without protecting at least one start on the previous extra board.
4. An engineer returning from a 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. An engineer displacing into through freight or extra board service will first be placed to an open turn; if none, they will displace the junior engineer on the desired pool/extra board and be placed to the bottom of the board.
  - b. In the event an engineer'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, they will displace the junior engineer in the terminal (including outlying locations).

- c. While on vacation, the engineer will be placed to the "vacation board". In the case of an engineer 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 engineer who was awarded their rest-cycle while they were on vacation. If the engineer's rest-cycle turn was cut while they were on vacation, they may displace in accordance with the prevailing rest cycle agreement. If the pool does not have a rest-cycle, and they wish to return to the same pool, they will displace the junior engineer in the pool, seniority permitting.
5. If the number of pool or extra board turns is reduced, the junior engineer 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, BNSF may reduce the rest cycle tracks as outlined by the governing rest cycle agreement.
- a. In the event an engineer'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, they will displace the junior engineer in the terminal (including outlying locations).
- E. Known vacancies of seven (7) days or more will be considered permanent vacancies and will be assigned to the senior engineer showing the assignment on their permanent bid sheet.
- F. 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.
- G. All engineers 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 (i.e., 1000CT or 2000CT) as outlined above.

#### **Section IV – Held-Away-From-Home Terminal**

- A. All engineers who are held at the away-from-home terminal will begin pay after 16 hours at the away-from-home terminal measured from the engineer's tie up time. Held-away time will be paid continuously until the engineer is called for service to the home terminal.
- B. BNSF will make every effort to get engineers 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 an engineer has to observe additional rest under the Federal Hours of Service law.

1. An engineer called and released at the away-from-home terminal will continue to be on held-away from the engineer's prior tie-up time until the engineer is called to perform service to the home terminal.

NOTE: In the event BLET finds that this commitment is not being fulfilled at a particular location, the appropriate BLET General Chairman shall promptly contact the appropriate Director of Labor Relations, 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 BLET and BNSF.

#### **Section V – Away-From-Home Meals**

- A. When BNSF ties up a road engineer at a terminal other than their designated home terminal(s) for four (4) hours or more, each engineer so tied up shall receive a meal allowance of \$15.00. A second meal allowance of \$15.00 will be paid when an engineer is held an additional eight (8) hours. A third allowance of \$15.00 will be paid after being held an additional ten (10) hours. These rates will be subject to all future General Wage Increases and Cost of Living Adjustments.

#### **Section VI – Paid Leave Handling “PRE”**

- A. It is agreed that all pre-scheduled/pre-approved vacation and personal leave days will begin at 9:00 am and end at 8:59am.
  1. Engineers whose assignments are called to protect or assigned to protect service between 12:01am 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 – Paid Sick Days**

- A. Engineers working under the jurisdiction of BLET will be provided five (5) days of paid sick time annually.
- B. In addition to the above annual paid sick time, each engineer working under the jurisdiction of BLET who meets the qualifying vacation requirements of the April 29, 1949 National Vacation Agreement (as amended), and the qualifying paid personal leave requirements of 2003 Memorandum of Agreement (as updated by Article IV of the November 21, 2022 National Agreement), will be permitted to:
  1. Annually convert and utilize up to a maximum of three (3) paid personal leave days as paid sick time off; OR

2. Annually convert and utilize up to a maximum of three (3) single vacation days as paid sick time off; OR
3. 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.

- C. Each engineer 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 engineer. Single vacation days that are converted into sick time will be paid in accordance with collective bargaining agreements.
- D. Where the use of paid sick days is not foreseeable, engineers 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 engineer'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 engineer's request and will not be counted in daily allocations for single day vacation/personal leave.

- E. 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	

- F. 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.
- G. 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 engineer to their 401(k) account.



- H. 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 engineers, 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 engineer 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 engineer (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.

### **Section VIII - Work/Rest Implementation Guidelines**

#### **Section 1 – Work/Rest Pools and Extra Boards**

The parties recognize the current process for manning and scheduling pools and extra boards should be modified to provide engineers 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 engineers;
  2. provide engineers predictable scheduled time off;
  3. minimize fluctuation in earnings to the engineers;
  4. minimize cost increases to BNSF; and
  5. adapt to account for differences in pool/extra board size, types of assignments, and operational factors at individual locations.
- A. Consistent with the above provisions, the parties agree that the preferred/primary work/rest schedule for unassigned pool freight service will be six (6) calendar days followed by three (3) voluntary rest days (6/3), wherein the rest days rotate. Engineers 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. 1)
- B. The preferred/primary work/rest schedule for extra boards (road and combination road/yard) will be six (6) calendar days followed by three (3) mandatory rest days (6/3), wherein the rest days rotate.
- C. The parties will consider alternative work/rest schedules as outlined below:

- Earned rest consisting of six (6) starts followed by three (3) rest days (6/3)
  - Eleven (11) days on four (4) days off (11/4)
  - Seven (7) days on and three (3) days off (7/3)
  - Predictive Work schedule (PWS), as currently operated on the property, at select locations where traffic permits
  - Combination of six (6) calendar days followed by two (2) rest days, then four (4) calendar 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
- D. Existing pool service that naturally provides predictable time off may remain in place unless changed by mutual consent.
- E. The parties will discuss work/rest conditions for unassigned pool service and extra boards prior to implementation of any work/rest condition changes. The parties may consider work/rest schedules as outlined in paragraph C above. If the parties cannot agree, the six (6) calendar days followed by three (3) voluntary rest days (6/3) rest cycle schedule will be established.
- F. Any pools or extra boards that currently have an existing fatigue mitigation program currently in place will have the ability to maintain their current fatigue mitigation system.
- G. If either party believes implementation, denial, 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 BLET 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.
- H. 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, does the proposed work/rest schedule meet those principles:
1. ensure availability of a sufficient number of employees;
  2. provide employees predictable time off;
  3. minimize fluctuation in earnings to the employees; and,
  4. minimize cost increases to BNSF.

## Section IX – Turn Swap

In order to increase employee work schedule flexibility and ensure adequate staffing to meet customer expectations, the parties agree to the following:

- A. FRA rested engineers on the same board may elect to swap positions utilizing the following process:
1. Engineers who are interested in potential turn swap opportunities must “opt-in” utilizing the applicable system (e.g., Workforce Hub).
  2. Utilizing the “Turn Swap” tool in the applicable system (e.g., Workforce Hub), a rested engineer may select the engineer with whom they want to swap board position:
    - a. Only one swap request is permitted at any time.
    - b. The engineer must select the engineer 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 engineer. The offer will be available for the time period selected. If no action is taken, the request will automatically deny, and the engineer may submit a new request.
    - d. If the receiving engineer declines, BNSF will notify the requestor that the swap was rejected. At this point, the engineer may submit a new request.
    - e. If the request is accepted, BNSF will swap board positions, and notify both engineers 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 engineers who have a pre-approved layoff or rest day scheduled within 24 hours.
  4. Engineers may only utilize the swap turn function once between working trips.
  5. Engineers who utilize turn swap and subsequently lay off (excluding pre-approved layoffs), excluding bona-fide/provable emergencies, will be shown as “laid off on call,” and handled in accordance with BNSF’s attendance policy.
  6. Engineers who swap turns will be paid for the service protected (i.e., no make whole payments).

## Section X – Earned Day Off

For any quarter in which an engineer achieves Perfect Attendance (as outlined below), that engineer will receive one unpaid Earned Day Off (“EDO”) for use within the next qualifying quarter of eligibility determination.

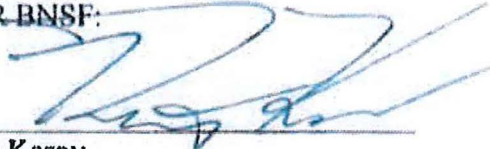
- A. Perfect Attendance is defined as marked up on their assignments, working regularly, observing Rest Days, Booked Rest, or other absences that are sanctioned by Agreement (e.g., vacation, PLD). Engineers will be disqualified from Perfect Attendance status by taking non-compensated time off (i.e., laying off sick, missing a call for service, etc.).
  - i. Engineers must be in active service to qualify for the EDO.
  - ii. Engineers 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 engineer who is absent from active service in excess of thirty (30) days would not retain credit for prior months worked.
- B. Engineers will notify BNSF at least 5 days in advance of the day that they intend to take an EDO.
- C. EDOs will start at 9:00 a.m. and end at 8:59 a.m. on the scheduled day. Engineers whose assignments are called to protect or assigned to protect service between 12:01am 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. Engineers 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 an engineer from Perfect Attendance eligibility.
- F. Any EDO that is requested more than five (5) days in advance of desired day off will not be denied by BNSF. Any EDO 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 engineer 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 engineer 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 XI - Bereavement Leave

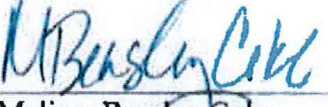
- A. Bereavement leave will be allowed in the case of death of an engineer's brother, sister, parents, child, grandchild, spouse, spouse's parents, half-brother, half-sister, step-brother, step-sister, step-parent, step-child, or legally adopted child. The bereavement leave will not exceed three (3) 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 engineer will be allowed a minimum basic day's pay at the rate of the last service rendered for the number of working days lost. Engineers 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.

The purpose of this Agreement is to settle all issues related to the Article V, VI and VII Notices served by either BNSF or BLET and in final settlement of the November 21, 2022 BLET National Agreement.


FOR BNSF:

  
Rob Karov  
Vice President, LR


  
Sam Macedonio  
Vice President, LR


  
Melissa Beasley Coke  
Assistant Vice President, LR

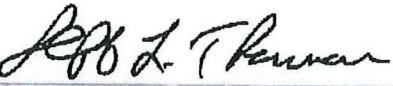
  
Andrea Smith  
General Director, LR

  
Kathleen Magliscau  
Director, LR

FOR BLET:

  
R. Cunningham  
Former ATSF

  
K. Psota  
Former NP, GN, CBQ and SP&S

  
J.L. Thurman  
Former SLSF

  
T. Martin  
Former JTD, FWD, and C&S

**Side Letter No. 1 – 6/3 Rest Cycle**

Section VII, Paragraph 1(A) of this Agreement states that the “preferred/primary work/rest schedule for unassigned pool freight service 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 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**.

FOR BNSF:



Rob Karov  
Vice President, LR



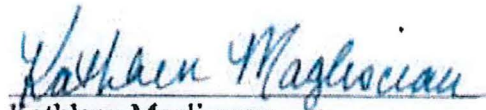
Sam Macedonio  
Vice President, LR



Melissa Beasley Coke  
Assistant Vice President, LR



Andrea Smith  
General Director, LR



Kathleen Maglisceau  
Director, LR

FOR BLET:



R. Cunningham  
Former ATSF



K. Psota  
Former NP, GN, CBQ and SP&S



J.L. Thurman  
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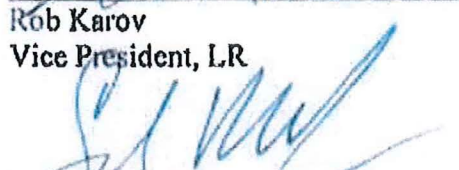
T. Martin  
Former JTD, FWD, and C&S


**Side Letter No. 2 – Lay Off Miles**


On former ATSF properties, the ability to Lay Off Miles will be maintained. In accordance with the changes discussed in Section II of this Agreement, this right will be transitioned to a “Lay Off Starts” provision and language surrounding that transition will be developed by the parties.

FOR BNSF:

  
Rob Karov  
Vice President, LR


  
Sam Macedonio  
Vice President, LR


  
Melissa Beasley Coke  
Assistant Vice President, LR

  
Andrea Smith  
General Director, LR


  
Kathleen Maglisceau  
Director, LR

FOR BLFT:

  
R. Cunningham  
Former ATSF

  
K. Psota  
Former NP, GN, CBQ and SP&S

  
J.L. Thurman  
Former SLSF

  
T. Martin  
Former JTD, FWD, and C&S

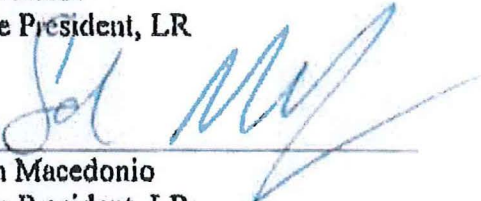
**Side Letter No. 3 – Vacation Qualification for Extra Board Employees**

In reference to the provisions of Article V, Section II(b) of the 1996 National Agreement that provides that 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 engineer 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  
Vice President, LR



Sam Macedonio  
Vice President, LR



Melissa Beasley Coker  
Assistant Vice President, LR

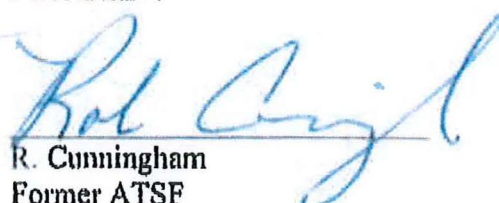


Andrea Smith  
General Director, LR



Kathleen Maglisceau  
Director, LR

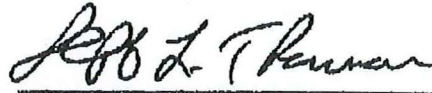
FOR BLET:



R. Cunningham  
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Former NP, GN, CBQ and SP&S



J.L. Thurman  
Former SLSF



T. Martin  
Former JTD, FWD, and C&S



**Side Letter No. 4 – Use of UNB (Union Business) on Rest Cycle Extra Boards**

Except where agreements provide otherwise, Local Union Officers who mark off on Union Business, who fail to perform any service during the bi-weekly period, will forfeit all guarantee for that bi-weekly period. Local Chairmen and union officers (where appropriate) marking off on Union Business will otherwise only be charged 1/15<sup>th</sup> or 1/16<sup>th</sup> of the full bi-weekly rate for each twenty-four (24) hour period, or portion thereof, they are unavailable.

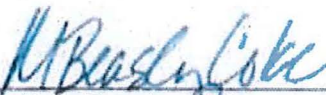
FOR BNSF:



Rob Karov  
Vice President, LR



Sam Macedonio  
Vice President, LR



Melissa Beasley Coke  
Assistant Vice President, LR



Andrea Smith  
General Director, LR



Kathleen Maglisceau  
Director, LR

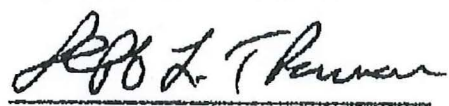
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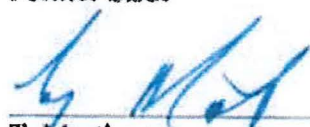
R. Cunningham  
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K. Psota  
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J.L. Thurman  
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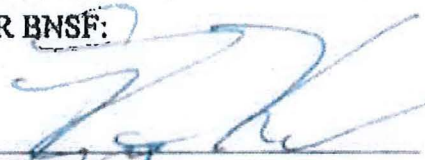
T. Martin  
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**Side Letter No. 5 – Routine and Preventative Medical Care Days**

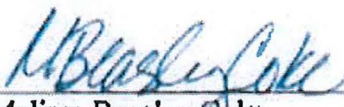
The Parties agree to amend Side Letter #3 of the 2022 National Agreement to include the following:


- A. All engineers 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 engineers who have designated on-duty times/days off (i.e. yard, local, road switcher engineers) are limited to observing a maximum of three (3) calendar days per year for routine and preventative medical care visits.

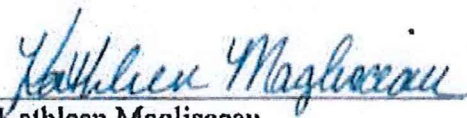
FOR BNSF:

  
Rob Karov  
Vice President, LR

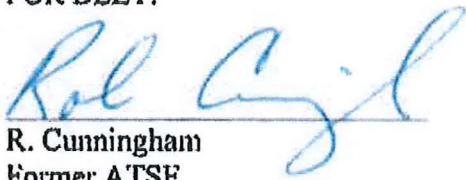
  
Sam Macedonio  
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Melissa Beasley Coke  
Assistant Vice President, LR

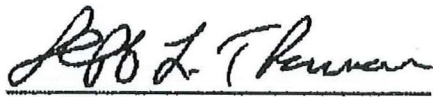
  
Andrea Smith  
General Director, LR

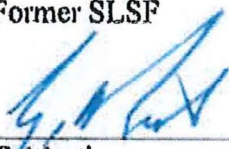
  
Kathleen Maglisceau  
Director, LR

FOR BLET:

  
R. Cunningham  
Former ATSF

  
K. Psota  
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J.L. Thurman  
Former SLSF

  
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Former JTD, FWD, and C&S

**Side Letter No. 6 – System Modernization and Expediting of Discipline**


**System Modernization**

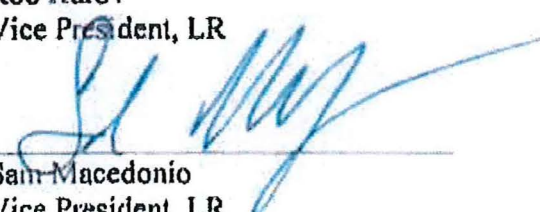
- A. The parties agree to utilize electronic platforms for claim and grievance handling. In addition, the parties agree to discuss any future enhancements or platforms developed for claim and grievance handling. BNSF agrees to provide necessary access and training on the use of such systems, and the parties will work together on an appropriate implementation date.
- B. The parties agree to negotiate a single system discipline rule in a timely fashion that will utilize electronic platforms for all matters arising under the collective bargaining agreements, including but not limited to, employee notices, issuance of investigation notices, discipline letters, investigation transcripts and exhibits. 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.
- C. 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.
- D. 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 chairmen, the system modernization will not be implemented.

**Expediting Discipline**

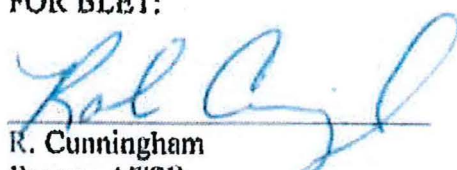
- A. The parties have a mutual interest to provide an expedited process for the appeal and arbitration of discipline claims and grievances involving employee termination. To that end, the parties agree to meet within the next sixty (60) days to discuss potential agreement solutions, if any, for expediting 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  
Vice President, LR

  
\_\_\_\_\_  
Sam Macedonio  
Vice President, LR

FOR BLET:

  
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Kathleen Maglisceau  
Director, LR

**Side Letter No. 7 – Mark-up from Vacations of 7-days or More**


The Parties agree that the mark-up time for vacations of seven (7) continuous days or more will be adjusted from 0900 to 1100. Engineers will not be marked up prior to the 1000 job assignment time as discussed in Section III of this Agreement unless they voluntarily desire to mark up early in order to expedite their return to service.

It is understood that this provision does not apply to single-day vacations in any manner.

FOR BNSF



Rob Karov  
Vice President, LR



Sam Macedonio  
Vice President, LR



Melissa Beasley Coke  
Assistant Vice President, LR



Andrea Smith  
General Director, LR



Kathleen Maglisceau  
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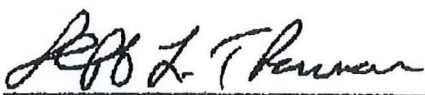
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## **Agreed-To Questions and Answers**

### **Section II – Pool Regulation**

- Q1: If an engineer makes a trip and makes it within 10 miles of the away-from-home terminal and is turned back to the home terminal, does that trip count as one start or two starts under start regulation?
- A1: That would count as one start for board regulation purposes. An engineer must actually make it all the way to the GSL's of the AFHT in order for it to be counted as two starts.
- Q2: Are combined service (deadhead to train or train to deadhead) flip trips counted as one start or two starts?
- A2: Combined service flips would be counted as two starts for board regulation purposes.
- Q3: When regulating pools, should outbound or inbound starts be used?
- A3: All outbound starts from the home and away-from-home terminal in the pool should be counted for purposes for pool regulation.
- Q4: Do starts made by make-up turns (sometimes referred to as "9999" turns or cut-in turns) count toward pool regulations starts?
- A4: Yes.
- Q5: May local chairmen work with BNSF to establish shorter check periods during periods of unusual traffic patterns (e.g., holidays, service interruptions, etc.)?
- A5: Yes, so long as their calculations are provided to BNSF.

### **Section III – Permanent Bid**

- Q1: In reference to Paragraph C(2) how will employees choose whether they will remain in rotation on the pool or extra board, or drop to the foot of the board upon becoming FRA rested?
- A1: Employees will be given an option in the workforce hub (or similar technology) to make their selection. The selection will be available for one (1) hour after the employee is deemed notified.
- Q2: What is the definition of a seven (7) day known vacancy as noted in Paragraph E?
- A2: 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.

## **Section VI – Paid Leave Handling “PRE”**

Q1: Are employees who have assignments that start prior to the 0700 or 0730 (dependent on call time for the location) markup time from a single-day of vacation (SDV) or pre-scheduled PLD allowed to miss two starts when they schedule one SDV or PLD?

A1: No. Employees who have start times prior to the 0700 or 0730 (dependent on call time for the location) markup time from a single-day of vacation or a pre-scheduled PLD will be automatically marked up from that layoff in time to protect their start time following their SDV or PLD. In other words, employees who schedule one SDV or one PLD will be allowed to miss one start.

Q2: Can employees still take immediate PLDs as opposed to pre-scheduled PLDs? And if so, what time frame will they run?

A2: Yes, employees may still take immediate PLDs and those would run for twenty-four (24) hours from the onset of the PLD.

## **Section VII – Paid Sick Days**

Q1: How many paid sick days will each employee receive in 2023?

A1: Each employee will receive one paid sick day as well as the ability to convert up to three personal leave and/or single vacation days to paid sick days.

Q2: If an employee works in both engine and train service during the year, how many total sick days will they receive?

A2: Employees will not receive more than a total of five (5) paid sick days, plus the ability to convert a maximum of three (3) personal leave days (PLD) or single vacation days (SDV) per year regardless of craft worked in.

### **Qualification**

Q1: How many paid sick days will each employee receive?

A1: Beginning in 2024, each employee will receive five paid sick days per year. Additionally, employees will be able to convert up to a maximum of three personal leave (PLD) or single vacation (SDV) days (or combination of PLDs and SDVs) to paid sick days. The number of PLD or SDV days that can be converted are subject to how many days the employee qualifies for under the Agreement.

Q2: How does an employee earn the paid sick days provided in the Agreement?

A2: An employee must be an active employee in the calendar year to qualify for the paid sick days for that year.

Q3: If an employee does not qualify for vacation and/or personal leave days, do they still receive the 5 paid sick days?

A3: Yes, the employee would receive 5 paid sick days; however, they would not have any PLDs/SDVs to convert.

Q4: Do employees working on assigned service jobs (i.e., yard jobs, locals, road switchers, etc.) qualify for the paid sick days?

A4: Yes, so long as the employee is working on an assignment under the jurisdiction of the signatory BLET general committees.

Q5: Are paid sick days considered as "qualifying" days for purposes of holiday qualification?

A5: No, layoffs taken as paid sick time are disqualifying days for purposes of holiday pay qualification.

Q6: Do paid sick days count towards next year's vacation qualification?

A6: A compensated sick day is not considered compensated service for purposes of vacation qualification.

Q7: Will paid sick days transfer if employees do a craft transfer (e.g., TYE to BMWED)?

A7: Sick days will only transfer if employees are transferring to a craft with sick days, otherwise, the unused days will be paid out at the end of the calendar year.

#### Layoff Process

Q1: Can I take a partial paid sick day?

A1: No, compensated sick days must be paid in minimum one (1) day increments.

Q2: Is there a maximum number of paid sick days that can be taken consecutively, so long as they are in one (1) day increments?

A2: No.

Q3: Are paid sick days counted in the daily layoff allocations?

A3: No, paid sick days are granted over and above daily layoff allocations.

Q4: What steps does an employee need to take to utilize a paid sick day?

A4: An employee must be assigned to a job covered by the paid sick day agreement.

Where the use of paid sick days is not foreseeable, engineers 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 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 cases, employees should utilize the Layoff Sick Paid (LSP) layoff code and then submit a claim for payment within 3 days of the layoff; failure to do so will result in a deduction of points under Hi-Viz.

Q5: Do employees have to utilize their paid sick days prior to using an unpaid layoff (e.g., LOS, SIF, FEM, etc.)?

A5: No.



## Compensation

Q1: What is the compensation for paid sick days?

A1: 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 engineer.

Single vacation days that are converted into sick time will be paid in accordance with collective bargaining agreements.

Q2: How will a paid sick day affect extra board guarantee?

A2: Paid sick days will count as a paid day layoff and will not trigger guarantee forfeiture.

Q3: Are paid sick days payable in the event of an employee resignation, termination, death, or retirement?

A3: If an employee has qualified for sick days in a calendar year and retires, compensation will be provided for unused days. If an employee is terminated or resigns, the sick days will not be paid out. If an employee dies, compensation for unused sick days will be paid to the employee's estate.

Q4: What happens to unused paid sick days at the end of the year? Can those days be carried over or "banked" for future use?

A4: Unused sick days may be contributed by the employee to their 401(k) account or paid out at the end of the year at the rate of one (1) basic day at the rate of the last service performed by the engineer. Unused sick days cannot be carried over to the following calendar year or "banked" for future use.

Q5: What steps does an employee need to take to get compensated for a paid sick day?

A5: Until such time that automated programming becomes available, employees must submit a special claim via the 1B option in the Paperless Timekeeping system within 3 days of their paid sick day layoff. Failure to do so will result in a deduction of points under Hi-Viz.

Q6: What does an employee need to do to convert either personal leave or single vacation days to paid sick days?

A6: Until such time that automated programming becomes available, employees must submit an Ask Comp Systems (ACS) question indicating the number of either personal leave days or unscheduled floating vacation days to convert. Employees will receive a response, indicating your request has been received and processed.

Q7: Can BNSF decline an employee's request to convert either PLDs or SDVs to paid sick days?

A7: No, however, once an employee converts their PLDs/SDVs to paid sick days, they cannot be converted back and will remain paid sick days.

Q8: If an employee has converted their extra leave day to be used on their birthday, can it later be converted into a paid sick day?

A8: No.

Q9: When can an employee convert either their personal leave or vacation days to paid sick days?

A9: At any time, so long as they follow the request process determined by Payroll; once converted, the days cannot be converted back to PLDs/SDVs.

Q10: If an employee converted personal leave days (PLDs) to paid sick days, how does that affect holidays during the calendar year?

A10: Any PLDs converted to sick days will offset the 11-day maximum PLD/holiday combination.

Q11: How will paid sick days impact RUIA sickness benefits?

A11: A compensated sick day will delay an employee's eligibility for sickness benefits under the RUIA as it would be considered a compensated day.

Q12: An employee missed work due to sickness earlier in the year. Can the paid sick days be applied retroactively to cover those days?

A12: No; as previously indicated, employees must submit a special claim via the 1B option in the Paperless Timekeeping system within 3 days of their paid sick day layoff. Failure to so will result in a deduction of points under Hi-Viz.

Q13: Can paid sick days be donated?

A13: No.

#### Attendance

Q1: Under what circumstances can an employee use a paid sick day?

A1: Compensated sick days are available to employees who are absent from work due to a bona fide case of sickness or prescheduled medical appointment. This includes cases of bona fide sickness of an immediate family member.

Q2: Are paid sick days subject to points under the Hi-Viz Attendance Policy?

A2: 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 cannot be used on recognized National Holidays and, where pattern abuse is identified, employees may be held accountable.

Q3: Will employees be required to provide a doctor's note to substantiate a paid sick layoff?

A3: BNSF may request a doctor's note under certain circumstances.

Q4: The Agreement prohibits use of a paid sick day on a Nationally Recognized Holiday. What happens if an employee's sickness spans multiple days, overlapping a holiday?

A4: Employees are prohibited from using paid sick days on the Nationally Recognized Holidays and will receive points under Hi-Viz for an uncompensated layoff. However, if there are extenuating circumstances, employees should contact their local supervisors to address concerns/corrections related to point deductions; BNSF may require a doctor's note.

### **Section VIII – Work/Rest Implementation Guidelines**

Q1: In Paragraph E it states that pools or extra boards that have current fatigue mitigation systems in place may maintain those systems. Are current daily mark systems going to remain in place?

A1: Yes.

Q2: Under the agreement for the 6/3 mandatory rest days for extra boards, would laying off FMLA cause an employee to forfeit guarantee?

A2: Yes, unless at the time of the layoff the employee chose to use earned paid time off for that layoff (e.g. paid sick day, SDV, PLD). An employee who did not choose that option at the time of the layoff would forfeit guarantee for the half.

### **Section X – Earned Day Off**

Q1: Would the use of a preventative care day (LDR) disqualify an employee from earning an EDO?

A1: Yes. Any unpaid layoff during the quarter in question would disqualify an employee from earning an EDO.