

SMART-TD & BNSF Agreed-Upon Questions & Answers

Section I – Self-Supporting Pools

- Q1: Will foot-of-board (FOB) be an option and/or will existing FOB agreements be preserved?
A1: Pools that choose Option 1 of Section I, Self-Supporting Pools will be allowed to have a FOB option. In addition, any pools that currently have a FOB/NFB agreement will be allowed to retain that agreement.
- Q2: How will Section I, Self-Supporting Pools, be implemented? How long will individual pools have to choose which option they want?
A2: Upon ratification of the Agreement, BNSF will work with SMART-TD to put together an implementation schedule for pools that are not currently self-supporting. However, it is BNSF's intent to have full implementation of this provision complete within two (2) to three (3) months following ratification of the Agreement.
- Q3: Can each pool choose their own option for either turn removal or step-up option?
For example: Pool A at a Terminal could choose the turn removal option and Pool B at the Terminal could choose the step-up option?
A3: Yes.
- Q4: If an employee on an active board lays off, or no one is rested on the active board, in a step up to vacant turn pool, how will that be handled?
A4: Unless an employee in the pool has volunteered to step up for that work, if the current handling is to replace an active board employee with the extra board, that handling will remain in place.

Section II – Pool Regulation/Board Adjustments

- Q1: Will BNSF be allowed to cut pools or extra boards on other than Mondays?
A1: No, unless emergency situations exist and the cuts are agreed upon by the applicable SMART-TD General Chairperson (or their designee).
- Q2: How are depressed earnings defined?
A2: Where a pool is run too long and the average earnings are substantially less than they should be for an extended period (e.g. more than one half), the pool regulation may be adjusted.
- Q2a: How will it be calculated?
A2a: On a per-pool basis.
- Q2b: Will it be calculated per individual?
A2b: The pool as a whole will be evaluated, not on an individual basis.
- Q2c: Won't cutting boards depress earnings for some employees yet increase for others?
A2c: No, cutting the pool should result in higher earnings for those employees remaining in the pool as they should be working more starts so long as they remain available for service.

- Q3: If the boards aren't working as intended, i.e., suppressed wages, excessive work/RSIA can we force better board management? Can BNSF force day in day out board velocity?
- A3: Section II (B) describes many reasons the board may be adjusted, including those listed here. Once the board regulation parameters are set, they must be changed by mutual concurrence, so BNSF would not be able to change them unilaterally. The checking period is every 15 days, and pools may only be adjusted on Mondays except by mutual concurrence with the appropriate SMART-TD General Chairperson (or their designee).
- Q4: Can we see an example on exactly what the checking period will be calculating for pool adjustments?
- A4: In the Kansas City to Wellington pool between 9/14/23 and 9/28/23 there were a total of 969 starts. Multiply those starts times 2 for a total of 1938 starts. If that pool were being regulated between 20 and 23 starts and currently held 88 turns, no adjustment would be made. ($1938 / 88 = 22.02$)
- Q5: Do deadheads reset a start count?
- A5: If this question is referring to RSIA, handling remains unchanged. With regard to pool regulations, deadheads will count as a start.
- Q6: With either option, turn removal or step-up, will trainmen be given the ability to layoff miles, or starts?
- A6: No. Layoff miles/starts is not available for trainmen.

Section III – Permanent Bid System

- Q1: What is the definition of a seven (7) day known vacancy?
- A1: A seven (7) day known vacancy must be a solid block of days where an employee will be absent from their assignment seven (7) days or more (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.
- Q2: Will existing road/yard hold downs remain in effect?
- A2: Yes.
- Q3: Will existing hold down agreements (such as Laurel Shuttle or commuter service, between existing seniority districts, etc.) remain in effect?
- A3: Yes.
- Q4: Section II, D(1) of the Agreement states that the permanent bid system will run daily at 11:00am CT. Can that time, or the time bulletins close time (Section III, B) be changed by mutual agreement?
- A4: Yes.
- Q5: Will any guarantee rules that require employees to be on the board by midnight, seven a.m., or noon be modified to account for the new assignment time rules in Section II?
- A5: Yes.

- Q6: Will a trainman get forced to the switchmen's extra board if that's all they can hold?
- A6: In the event a trainman's 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 there are no open positions, 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 that extra board, they will displace the junior employee covered by that source of supply.
- Q6a: Will this force be done immediately?
- A6a: It will happen when the system is run at 1100 CT.
- Q7: Will the bump board be eliminated?
- A7: Yes, the physical bump board will be eliminated. If an employee is displaced, they will be afforded displacement rights in accordance with their bid sheet.
- Q8: Does this agreement alter the terms of the former ATSF Flowback Agreement?
- A8: No.
- Q9: Will a ground-qualified trainman working in engine service be able to update their permanent bid sheet?
- A9: Yes, the employee will be able to update both their engineer and conductor bid sheets.
- Q10: How will ATSF flowback work when an employee who is working in promoted engine service and not forced wants to take a permanent bid on a trainman position? Will the Engineer/Trainmen positions be mixed so that they can request a trainman position as 1st and an engineer as 2nd, for example?
- A10: Pending programming, if an engineer wishes to flowback on the ATSF, they would need to blank their engineer bid sheet and ensure their trainman bid sheet was updated as desired. Then, at the next assignment run time (11:00 CT for trainmen) if the employee's desired assignment was available (e.g., assignments added on board change day or bulletin closing) the employee would be moved to that assignment. Otherwise, if the employee was displaced, they could go to ground assignment of their choice at the next assignment run time. All other of the requirements for legal flowback must be met in any scenario.
- Q11: If a job change occurs on an employee's rest day (for example 11:00 CT Saturday, my job changes and I was assigned to a job that works 0758 Monday thru Friday) what time will notification occur? Will notification occur on Monday morning at 0759 as I was on days off on Sat/Sun?
- A11: Pending programming, the employee would be considered notified at 0558 on Monday (assuming a two (2) hour call time) which would have been the call time for the job they were assigned to previously, and therefore what time the employee would have been considered "available" prior to permanent bid.
- Q12: In reference to Q11, above, what happens when I'm deemed notified and my job changes to a position that is on duty within the same spread of hours? For example, 0759 - 1 minute after notification? Am I required to protect the new assignment without sufficient notification?
- A12: Notification will only occur at 1100 each day – that time was chosen to avoid issues like this with yard positions. For other jobs, the employee would be subject to call after 1100.

- Q13: Similar question as above, the agreement states that placement of trainmen when the job selection occurs will become effective upon completion of rest days. When is the completion of rest days?
- A13: The time the employee would have been marked up from their rest days or considered available at the end of their rest days (assignment time minus call time for assignment).
- Q14: Do my rest days continue to be observed if I voluntarily check my assignment status by logging into the WF-HUB or the emulator to check my assignment PRIOR to end of my previously assigned rest days?
- A14: Yes, you would continue to observe your rest days. As part of the electronic/permanent agreement changes, upon new assignment the system will check to see if an employee is observing rest days (like LRC) and convert the current layoff code to PRD (“Previous Rest Day”) retaining the same markup date/time. Employees will have the option of marking up early to begin their new assignment if they so choose.
- Q15: Can I move from one pool assignment to another within the same pool if there are scheduled rest days associated with the pool?
- A15: This is defined in each work/rest agreement individually.
- Q16: If an employee is bumped from a pool and has not exercised their “FOB” option for that trip, will they be able to exercise their FOB option when assigned to a different pool through the permanent bid system?
- A16: Yes, if FOB is an option in the new pool, the employee may use it.
- Q17: If working a scheduled rest day extra board and my turn is reduced on my assigned rest day, will I be required to be IMMEDIATELY assigned to the next highest position on the permanent bid sheet? Or will my move be at the end of scheduled rest days?
- A17: The move would occur at the next job change time, but the job would not be effective until the employee was considered notified at the end of the scheduled rest days (unless the employee voluntarily marks up early to work their new assignment).
- Q18: How will a person be handled who is working on a board with 6/3 rest cycles, when returning from one week of vacation?
- A18: Employees will have the option of returning to their previous rest cycle or going to a different assignment consistent with their bid sheet (seniority permitting).
- Q19: Regarding Q20, if an employee returns to their prior 6/3 rest cycle, will they be able to take the two remaining rest days after returning from vacation?
- A19: If the person returns to their previous rest cycle and indicated that they were going to observe their rest days (in the case of voluntary rest days), then yes.
- Q20: When an employee returns from a week of vacation and resumes their previous assignment, how will the person who was working the assignment be handled? Will they get to complete their 3 rest days?
- A20: Consistent with the verbiage in Section III(D)(1), the displaced employee's new assignment would not be considered effective until they became available after those rest days, unless that employee chose to mark up earlier.

Daily Mark-Specific Q/As

Q23: Are current daily mark systems going to remain in place?

A23: Yes, this agreement changes how employees bid to rest days, but does not change any other functionality of daily mark agreements.

Q24: How will a person who is working daily mark be handled when they return from vacation? Today they are not removed from their assignment and their daily mark bid sheet is run the day before their vacation ends.

A24: If a person working daily mark indicates prior to going on vacation that they plan to return to their assignment following vacation, so long as their bid sheets are updated, their bid sheet will be marked for their "Monday" and the employee will be marked up for assignment.

Q25: Will a daily mark employee be able to work first shift on their first day back from vacation?

A25: In accordance with the answer above, if the employee has indicated that they are returning to their assignment following vacation and they have their bid sheet updated, they will be able to work on their first day back from vacation.

Q26: Will Sadie Hawkins on the former BN still be in effect?

A26: No.

Section IV – Work/Rest Implementation Guidelines

Q1: Trainmen are required to give 48hrs notice if they are going to observe voluntary rest days? Explain how that would happen.

A1: Where a work/rest schedule is implemented with voluntary rest days, trainmen will use a toggle in Workforce Hub to indicate they intend to observe their rest days at least 48 hours in advance.

Q2: Why is 48 hours necessary and requested by the company?

A2: BNSF needs some method to help plan and monitor its anticipated manpower availability, therefore, the 48-hour notification is necessary.

Q3: Can you mark up early on voluntary rest cycle boards?

A3: Yes, after 24 hours, as outlined in the specific work/rest schedule agreements.

Q4: The work/rest agreement provision says we can opt out, is that the entire board or is it per individual?

A4: The entire board/pool must opt out.

Q5: If a pool/board opts in and by passage of time realizes they don't like it, can they then opt out?

A5: For pools/boards to change their work/rest schedule once established, it would require mutual concurrence from the appropriate SMART-TD General Chairperson (or their designee) and BNSF.

Q6: If a pool/board opts out of a rest cycle and later decides they want a rest cycle, can they opt back in?

- A6: A pool could opt back in to the preferred/primary work/rest schedule. If they wanted to choose another work/rest schedule that would require mutual concurrence from the appropriate SMART-TD General Chairperson (or their designee) and BNSF.
- Q7: Could you please explain the difference between mandatory and voluntary days off?
A7: Mandatory days off must be observed and the employee cannot opt out and choose to work them.
- Q8: In either a 6-3 or a 7-3 rest cycle pool, will employees be able to smart rest?
A8: Under any work/rest schedule, employees are expected to utilize smart rest to avoid becoming RSIA unavailable during their work cycle.
- Q9: Do employees still get to earn 4 attendance points for staying marked up on either of the rest cycles we vote to keep?
A9: Yes, this agreement does not change how good attendance credits are earned.
- Q10: Will the extra board stay the same, or will the extra board have assigned rest days as well?
A10: Extra boards that do not currently have rest days will have a work/rest schedule unless the board opts out under the terms of Side Letter 4.
- Q11: If an employee is on their 6th start at the away-from-home-terminal and gets a call for short turnaround service, after the working ticket will the employee be sent back to the hotel? Or will they be sent home in a van to start their rest days?
A11: The details of the work/rest agreements will be determined as they are agreed to following ratification; however, many do have provisions to ensure employees can start their rest days on time, or as close to “on time” as possible.
- Q12: Under the agreement for the 6/3 mandatory rest days for extra boards, would laying off FMLA cause an employee to forfeit guarantee?
A12: 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.
- Q13: Under the agreement for 6/3 mandatory rest days for extra boards, how is guarantee affected if an employee is displaced while observing rest days?
A13: Guarantee will not be affected for the half if an employee is displaced while observing rest days.
- Q14: On an extra board with a 6/3 mandatory rest cycle, will a National Guard (NGD) layoff result in the forfeiture of guarantee?
A14: No, NGD will not result in the forfeiture of guarantee so long as the employee submits the required paperwork to support the NGD layoff.
- Q15: When an extra board employee on a 6/3 mandatory rest cycle is called to an outlying assignment to cover a week-long vacancy, how will they be handled when their rest cycle begins?
A15: The employee will be released and sent home to observe their rest cycle.
- Q16: Are there options for a guaranteed pool with a 6/3 mandatory rest cycle?
A16: No.

Q17: Is an employee's guarantee affected when using smart rest on a 6/3 mandatory rest cycle?

A17: Employees are expected to utilize smart rest to avoid becoming RSIA unavailable during their work cycle. Use of smart rest will not result in a deduction of guarantee so long as the employee protects their next tour of duty in keeping with current RSIA agreements.

Q18: Will an employee forfeit their guarantee on a 6/3 mandatory extra board if they lay off investigation (LOI)?

A18: No, but the employee's guarantee will be offset by 1/15th or 1/16th for the day.

Section V – Extra Board Supplementation

Q1: Does the ability to establish new extra boards apply to different locations within a consolidated or extended switching limits terminal?

A1: No.

Q2: Will the former ATSF extra boards still have a 25% minimum of the pool turns?

A2: No, per Section V(D): "All extra boards will be regulated by BNSF based on the needs of the service."

Section VI – Paid Leave Handling "PRE"

Q1: Will employees be removed from the board at 0001 if they have a scheduled vacation/PLD that starts at 0900 CST? Or would they only be removed "PRE" if their assignment is scheduled to be called between the hours of 0001-0900?

A1: Employees will be removed from the board at 0001 (minus call time if applicable) for a scheduled vacation or pre-scheduled PLD that starts at 0900, regardless of when they show to be called for service. For example: The calling time for Terminal A is 90 minutes. Employees taking a single day of vacation will be removed from the board at 2230 the night before so they are not called for an assignment at 0001 or later.

Q2: Will all pre-scheduled PLDs now start at 0900 CST?

A2: Yes, employees will be removed from the board at 0001 (minus call time if applicable) for a day that starts at 0900, regardless of when they show to be called.

Q3: Are employees who have assignments that start prior to the 0700 or 0730 markup time (dependent on call time for the location) from a single day of vacation (SDV) or pre-scheduled PLD allowed to miss two starts when they schedule one SDV or PLD?

A3: No. Employees who have start times prior to the 0700 or 0730 markup time (dependent on call time for the location) 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.

Q4: Can employees still take immediate PLDs (as opposed to pre-scheduled PLDs) or immediate SDVs? And if so, what time frame will they run?

A4: Yes, employees may still take immediate PLDs or SDVs and those would run for twenty-four (24) hours from the onset of the PLD or SDV.

Section VII – Earned Day Off

Q1: On EDO requests, are allocations being considered to take EDO?
A1: No, traditional allocations are not checked; however, if an EDO must be denied due to manpower issues, the EDO will be retained to be allowed later, and paid as described in the Agreement.

Q2: Can you use EDO on a High Impact Day?
A2: Yes

Section VIII – Turn Swap

Q1: Will all extra boards (including road, yard, and combination) be allowed to utilize Turn Swap?

A1: Initially turn swap will only apply to pool service, but once further programming is in place turn swap will be expanded to other service.

Q2: After a turn swap do employees go back to the previous spot where they were when they swapped or do they established a new turn when they return home?

A2: They remain in their newly-established position from the swap.

Q3: If the swap occurs and the trainman who took the swap goes out, is the other trainman forced to go out on the newly given turn that he is swapped to or may he layoff?

A3: If the employee accepts the swap and then lays off, it is treated as a layoff on call except in an emergency situation. The employee may, however, decline the swap request.

Q4: Can the trainman use FOB or NFB?

A4: If a trainman utilizes turn swap, they will not be able to utilize FOB/NFB unless they have a working start. In other words, turn swap and FOB/NFB may not both be utilized without being separated by a working start.

Q5: Will employees who utilize turn swap and subsequently lay off using a pre-approved layoff be shown as “laid off on call”?

A5: No, pre-approved layoffs are excluded and will not be considered a layoff on call.

Q6: Is turn swap available for employees on an 11/4 rest cycle who are in the “red zone status”?

A6: No.

Q7: What is meant by the term “board”?

A7: Employees must be in the same pool or on the same extra board (rested and available) in order to swap turns. For example, current programming will not allow an extra board employee to swap turns with a pool employee.

Section IX – Held-Away-From-Home Terminal

Q1: Will locations that have agreement provisions addressing held-away-from-home terminal payments that conflict with Section IX of this Agreement (e.g. continuous after 14 hours or pay until departure, etc.) remain in place?

A1: Yes.

- Q2: Section IX states held-away time will be paid continuously until the trainman is called for service to the home terminal. Does pay for continuous held-away end when the employee receives an on-duty call or when the employee goes on duty?
- A2: Held away ceases when compensation for service begins.

Appendix I – New Hire Training Agreement

- Q1: In reference to Appendix 1, Paragraph 5, Establishment of Seniority, when will trainees establish their seniority date?
- A1: Trainees will establish a seniority date on the first day of compensated service in the training program (e.g. first day of orientation) in which the employee participated and successfully completed. Upon successful completion of the training program, the employee will be added to the applicable seniority rosters.
- Q2: If the New Hire Training Program needs to be adjusted, how will that be accomplished?
- A2: Representatives of SMART-TD will meet annually with those BNSF officers responsible for the training program to review experience under the program and discuss how the program may be changed to improve it.
- Q3: If BNSF determines a need to extend the classroom portion of the New Hire training program, how will that affect the OJT portion of the training program?
- A3: The length of the OJT portion of the training program will not be affected by any extension of the classroom portion of the training program. The program will be extended to include a minimum of nine (9) OJT weeks of training.
- Q4: In reference to the IA payments cited in Appendix 1, Paragraph 3(B)(3), the current ATSF IA payment exceeds 1.1% of the basic daily rate for some service. What adjustment will be made to ensure those craft instructors do not incur a decrease in payment?
- A4: As a remedy, on former ATSF properties, the fixed rate for craft instructors will be increased to \$40.00 for conductors/foremen and \$35.00 for brakemen/helpers, subject to all future GWIs/COLAs. Craft instructors will be paid a minimum of that rate, or 1.1 times (110% of the regular basic trip rate or basic daily rate), whichever is greater, for each tour of duty that a trainee is assigned to (and working with) the craft instructors for training.
- Q5: Will the SMART-TD Local Chairperson still meet with the new hire trainees during the first week of New Hire Training?
- A5: Yes, the SMART-TD Local Chairperson will meet with the trainees during first week of orientation at the time of the seniority draw.
- Q6: Will travel days to and from the TTC Kansas training facility be considered as days the meal allowance is payable?
- A6: No. The agreement states the meal allowance is due for days “at the centralized training center”. The travel stipend provided in 3(A)(2)(a) is intended to pay for travel day expenses.
- Q7: Is the meal allowance payable on weekends when the student is not in training, but still staying at the TTC for the next week’s classes?
- A7: Yes.

- Q8: The language states the craft instructor will receive an instructor allowance that is 1.1 times the regular basic day. Does this mean the pay will be the regular basic day PLUS 1.1 times the basic day as an allowance for a total of 2.1 times of the basic daily rate?
- A8: No, there is a 10% incentive when a craft employee is instructing an OJT employee. For comparison, the current agreement states, "A conductor/foreman instructing an on-the-job trainee will receive \$15.00 in addition to other earnings. A brakeman/helper on a ground crew instructing an on-the-job trainee will receive \$12.00 in addition to other earnings." In addition, see Q&A No. 4 above.
- Q9: While new hire trainees are in the classroom portion of training, will the relevant training coordinator(s) remain in detached service?
- A9: Yes.
- Q10: Is the selected training coordinator(s) required to be a member of the relevant SMART-TD General Committee?
- A10: Yes.
- Q11: Will the appropriate SMART-TD General Committees be provided with the name, home point and seniority date when employees establish seniority in accordance with the New Hire Training Agreement?
- A11: Yes

Appendix II – Paid Sick Days and Modernization

- Q1: If an employee works in both engine and train service during the year, how many total sick days will they receive?
- A1: 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.
- Q2: If an employee is on an assigned third shift job, will they be able to use a paid sick day for their shift prior to the holiday, so long as they are marked up to protect their shift on the holiday? For example: A third shift employee lays off on the day before Thanksgiving but is marked up to protect their third shift job on Thanksgiving. Is this permissible?
- A2: Yes.
- Q3: Can an immediate paid sick layoff overlap into a holiday?
- A3: Paid sick days are not to be used on holidays; however, there are no attendance ramifications if employee is marked up by 0600am.