

**AGREEMENT BETWEEN
BNSF RAILWAY COMPANY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

This Agreement is between BNSF (BNSF or the Carrier) and the International Brotherhood of Electrical Workers as representative of employees in the electrician class or craft. In an effort to modernize agreements and create a better work life balance, the parties agree to paid sick days for employees pursuant to the terms below.

Effective January 1, 2023 and continuing on an annual calendar year basis each year thereafter, each employee will be provided four (4) days of paid sick time per year. In addition to the annual paid sick time, each Employee who meets the qualifying paid personal leave requirements of Article X of the December 11, 1981 National Agreement and the qualifying paid personal leave requirements of Article IV of the September 28, 2022 National Agreement, shall be permitted to annually convert and utilize up to a maximum of three (3) paid personal leave days per year as paid sick time off. Employees that convert and utilize paid personal leave days as 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 converted to and used for paid sick leave.

Each Employee shall be permitted to use paid sick time in a minimum of one (1) day increments. All paid sick time shall be paid at the respective straight time hourly rate of pay of the position currently held by the Employee (but no greater than the rate of pay for a Personal Leave Day). If the Employee is unassigned at the time of use of paid sick time, the paid sick time off shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated for (but no greater than the rate of pay for a Personal Leave Day).

Employees must report to their appropriate available ranking personnel their use of paid sick time at the time of mark-off, or if that is not possible then as soon as practicable, in all instances where the use of paid sick leave was not foreseeable. However, an Employee's request must be made at least seven (7) calendar days in advance of the use of paid sick leave, when the need for such paid sick leave is foreseeable. Reporting shall be made by the Employee orally (e.g., via telephone) or in writing (e.g., email or text message), except for instances of the Employee's physical incapacity or other emergent conditions that do not permit the timely reporting. Requests to use paid sick time will be granted subject to certain conditions described in the paragraph below, and such granting will be communicated by the carrier to the Employee either verbally or in writing (e.g., via email or text message) as soon as is practicable. BNSF may require an Employee to provide a note from a healthcare provider to document the need of paid sick leave. Unused paid sick time will be cashed out at the end of the year at the employee's straight time hourly rate of the position currently held by the employee.

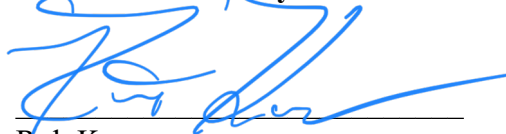
Paid sick time absences will be handled in accordance with BNSF's attendance policy in effect at the time of the absence. Employees who are dismissed or suspended from service but whose discipline is subsequently removed or overturned through arbitration, voluntary settlement, or other means, shall receive pay for paid sick time lost, to the extent applicable. The employee will be provided paid sick time, as set forth herein, to be used in the year of reinstatement that the Employee would have otherwise received if not for such improper discipline, to the extent applicable. In the event of the

death of the Employee, payment of all unused accumulated paid sick time will be issued to the estate of the Employee.

The provisions of the paid sick time 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 sickleave, 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.

AGREED, this 20th day of April, 2023.

FOR BNSF Railway:



Rob Karov
Vice President, Labor Relations



Derek Cargill
General Director, Labor Relations

FOR IBEW:



Jeff Allred
General Chairman
IBEW



Derek Cargill
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Fort Worth, TX 76161-0030
2600 Lou Menk Drive
Fort Worth, TX 76131-2830
Phone: (817) 352-1046

April 20, 2023

Mr. Jeff Allred
General Chairman, IBEW
7306 SW 34th Ave, Ste 1 - 371
Amarillo, TX 79121

Re: Letter of Understanding – Paid Sick Days

Dear Mr. Allred:

This letter will memorialize our understanding regarding paid sick days provided under the April 20, 2023 Paid Sick Day Agreement between the parties. It is agreed that unused paid sick time (including converted personal leave days) may be contributed by the Employee to his/her 401(k) account or cashed out at the end of the year at the employee's straight time hourly rate (paid at 8 hours per day) of the position currently held by the employee. Employees must elect the type of payment based on one of two options; (1) receive a cash payment, or (2) deposit the amount into the employee's 401(k) account. Sick leave buy back cannot be split between the two options.

If this correctly reflects our understanding, please sign in the space provided below, and return to this office.

Sincerely,

Derek Cargill

Agreed:

Jeff Allred
General Chairman
IBEW

Paid Sick Time Q&As

Q: When is the Agreement effective?

A: January 1, 2023

Q: How many sick days will each employee receive?

A: Each employee will receive four paid sick days per year. Additionally, employees will be able to convert up to three personal leave days to paid sick days. The number of PL days that can be converted are subject to how many days the employee qualifies for under the Agreement.

Q: What is the compensation for Sick Days?

A: All paid sick time shall be paid at the respective straight time hourly rate of pay of the position currently held by the employee, but no greater than the rate of pay for a Personal Leave Day. If the Employee is unassigned at the time of use of paid sick time, the paid sick time shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated, but no greater than the rate of pay for a Personal Leave Day.

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

A: An employee must provide compensated service in the calendar year to qualify for the paid sick days for that year.

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

A: 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.

Q: Are paid sick days considered excused absences under the Attendance Guidelines?

A: While paid sick days are not considered excused absences under current policies, BNSF's supervisors have the ability to examine the circumstances of each absence and exercise discretion. Specifically, paid sick leave agreements state that paid sick absences will be handled in accordance with the applicable BNSF attendance policy. That means that under the current Mechanical Attendance Guidelines, paid sick day absences may be considered as part of an employee's total absenteeism record. As set forth in the Attendance Guidelines, an employee will not be subject to progressive discipline unless the employee's unexcused absences become excessive.

Q: Can I be required to provide a doctor's note to substantiate a paid sick layoff?

A: Yes.

Q: Under what circumstances can an employee use a compensated sick day?

A: 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. An employee falsely claiming sick time will be subject to disciplinary action under the BNSF Policy for Employee Performance Accountability.

Q: Can I take a partial compensated sick day?

A: Compensated sick days must be paid in minimum one (1) day increments. If an employee misses a partial shift due to sickness, the employee will still be paid for a full sick day, in addition to any time actually worked.

Q: When will paid sick days be visible in the Workforce Hub?

A: Programming changes will be needed to incorporate paid sick days. Additional information will be provided when a more definitive timeline is known.

Q: Are paid sick days considered as “qualifying” days for purposes of holiday qualification?

A: No. Layoffs taken as paid sick time are disqualifying days for purposes of holiday pay qualification.

Q: Do sick days count towards next year’s vacation qualification?

A: A compensated sick day is not considered compensated service for purposes of vacation qualification; however, for employees covered under the Non-Ops National Vacation Agreement, employees may be eligible to receive credit for sick days, consistent with the terms of Section 1 (H) of the Non-Ops National Vacation Agreement.

Q: What happens to unused sick days at the end of the year? Can those days be carried over or “banked” for future use?

A: Unused sick days will be automatically paid out at the end of the year at the employee’s straight time hourly rate of the position currently held by the employee. Unused sick days cannot be carried over to the following calendar year or “banked” for future use.

Q: What steps does an employee need to take in order to get compensated for a sick day?

A: Paid sick days will be paid out automatically when an employee lays off sick. Employees may be required to provide a doctor’s note to substantiate a claim of sickness.

Q: How will compensated sick days impact RRB supplemental sickness benefits?

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

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

A: Yes. In order to be compensated for a layoff sick earlier in the year, you should send a request to Mechanicaltimekeepingspecialists@bnsf.com.



Derek Cargill
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
Fort Worth, TX 76161-0030
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April 20, 2023

Mr. Jeff Allred
General Chairman, IBEW
7306 SW 34th Ave, Ste 1 - 371
Amarillo, TX 79121

Re: Letter of Understanding regarding holiday pay qualification

Dear Mr. Allred:

This Letter of Understanding will memorialize our understanding regarding holiday qualification for electricians working under the April 1, 1983 Agreement between BNSF and its Mechanical Department Employees represented by the IBEW (the former BN Mechanical Department Agreement) and the September 1, 1974 Agreement between BNSF and the IBEW (the former ATSF Agreement).

Section 3(a) of the Non-Operating (Shop Crafts) National Holiday Agreement states that, "A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days." There have been issues that have arisen in the past regarding amount of "compensation" that must be credited to the workdays immediately preceding and following the holiday for an employee to qualify for holiday pay, and the purpose of this Letter of Understanding is to clarify the parties' understanding regarding the application of that provision.

The parties agree that the phrase "compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday..." in Section 3(a) above shall mean that in order to qualify for holiday pay, an employee must have a minimum of three hours of compensation credited to the workdays immediately preceding and following the holiday in order to qualify for holiday pay.

It is understood that this Letter of Understanding is intended to address the narrow issue of the amount of compensation required pursuant to the language in the National Holiday Agreement set forth above, and has no impact on any other aspect or current application of the National Holiday Agreement.

It is mutually understood and agreed 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, or 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.

Mr. Jeff Allred
April 20, 2023
Page 2

If this correctly reflects our understanding, please sign in the space provided below, and return to this office.

Sincerely,

Derek Cargill

Derek Cargill

Agreed:

Jeff Allred

Jeff Allred
General Chairman
IBEW



Derek Cargill
General Director
Labor Relations

BNSF Railway Company
P.O. Box 961030
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April 20, 2023

Mr. Jeff Allred
General Chairman, IBEW
7306 SW 34th Ave, Ste 1 - 371
Amarillo, TX 79121

Dear Mr. Allred:

This letter of understanding will memorialize our discussions regarding the time period for displacements for IBEW represented electricians working under the April 1, 1983 Agreement between BNSF and its Mechanical Employees represented by the IBEW (the former BN Mechanical Department Agreement) and the September 1, 1974 Agreement between BNSF and the IBEW (the former ATSF Agreement).

The parties agree that the following rule will be apply with respect to displacements. This rule amends Rule 44 of the September 1, 1974 Agreement and Rule 22 (f) of the April 1, 1983 Agreement. It is understood that the purpose of LOU is to set forth the process and timelines for displacements.

Displacements

The exercise of seniority to displace junior employees, also referred to as “bumping”, will be permitted only in the following circumstances and subject to the following timelines:

- (a) When existing assignments are abolished due to force reductions or the realignment of forces, five calendar days advance notice will be provided before the position is abolished.
- (b) The incumbent of the position to be abolished must, within five calendar days from the date of the abolishment notice, displace any junior employee whose position he or she is qualified to fill. The displacement will not become effective until the position is actually abolished.
- (c) An employee who is displaced by a senior employee exercising displacement rights must displace any junior employee whose position he or she is qualified to fill within 24 hours of notification of the displacement. To the extent an employee is displaced during his or her shift, the 24-hour period will begin at the end of that shift.
- (d) If an employee does not exercise his seniority rights within the applicable time period set forth in Section (b) or (c) above, the employee will relinquish their right to bump a junior

employee and will be placed on an open position, if one available. If an open position is not available, the employee will be placed in furloughed status.

- (e) A displacement will not become effective until the end of a shift if a bump is placed after the beginning of the shift.

Unless specifically modified by the language of this Agreement, no other language in the former BN Agreement or former ATSF Agreement is considered modified. It is mutually understood and agreed 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, or 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 this correctly reflects our understanding, please sign in the space provided below, and return to this office.

Sincerely,



Derek Cargill

Agreed:



Jeff Allred
General Chairman
IBEW



Derek Cargill
General Director
Labor Relations

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April 20, 2023

Mr. Jeff Allred
General Chairman, IBEW
7306 SW 34th Ave, Ste 1 - 371
Amarillo, TX 79121

Dear Mr. Allred:

This letter of understanding will memorialize our discussions regarding IBEW leadman positions. The parties agree that the bulletined start and stop times for electrician leadman positions may be staggered to start up to one hour before the start time of other craft employees at each location where leadman positions are bulletined. Any changes to start/stop times under this Agreement will result in the position being re-bulletined, unless otherwise agreed to by the IBEW General Chairman and Labor Relations. Nothing in this Agreement shall require a shift longer than eight hours of straight time, and any shift in excess of eight hours will be paid pursuant to the overtime rules in the applicable controlling agreement.

It is mutually understood and agreed that this Agreement is specific to the unique nature of leadman positions, and 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, or 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 this correctly reflects our understanding, please sign in the space provided below, and return to this office.

Sincerely,

Derek Cargill

Agreed:

Jeff Allred
General Chairman
IBEW



Derek Cargill
General Director
Labor Relations

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General Chairman, IBEW
7306 SW 34th Ave, Ste 1 - 371
Amarillo, TX 79121

RE: System Modernization

Dear Mr. Allred:

This letter of understanding is intended to address the parties' mutual interest in addressing the modernization of existing agreements through the use of electronic processes.

The parties agree to utilize electronic mailing, and/or other electronic handling for claim and grievance handling, including those currently in use as well as future enhancements or platforms developed for claim and grievance handling. BNSF agrees to provide necessary training on the use of such systems, and the parties will work together to determine an appropriate implementation.

Additionally, the parties agree to utilize electronic mailing, and/or other electronic handling, 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 will provide necessary training on the use of automated systems utilized for the transmission of documents and, to the extent such electronic methods are not already in use, the parties will work together to determine an appropriate implementation.

Please sign in the space provided below if this correctly reflects the parties' agreement on these matters.

Sincerely,

Derek Cargill

Agreed:

Jeff Allred
General Chairman
IBEW



Derek Cargill
General Director
Labor Relations

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General Chairman, IBEW
7306 SW 34th Ave, Ste 1 - 371
Amarillo, TX 79121

RE: Expedited Discipline Handling

Dear Mr. Allred:

This letter is to memorialize the parties' discussions regarding an expedited process for adjusting and deciding discipline claims and grievances resulting from an employee termination. The parties have a mutual interest in exploring ways to expedite the process for the adjudication of such cases; accordingly, we have agreed to meet within the next 90 days to discuss potential solutions.

Please sign in the space provided below if this correctly reflects the parties' understanding.

Sincerely,

A handwritten signature in cursive script that reads "Derek Cargill".

Derek Cargill

Agreed:

A handwritten signature in cursive script that reads "Jeff Allred".

Jeff Allred
General Chairman
IBEW