METRA SUBURBAN SERVICE QUALIFYING AGREEMENT BETWEEN BNSF RAILWAY AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

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

1. BNSF shall post a bulleting pursuant to current agreement provisions advertising Suburban Services engineer training. The number of positions advertised will be determined by BNSF and positions will be awarded in seniority order.

NOTE: It is the Parties' intention that Suburban Services qualification will be a condition of assignment for Aurora, IL Board 30 (Engineer's Extra Board) by January 31, 2024. The Parties will work with local BNSF and BLET representatives to create an appropriate training plan.

- 2. The training program duration will be 30 days.
 - a. Once an engineer begins the program, the engineer must remain in the program until completion.
 - b. Any extenuating circumstances that would not allow an engineer to continue participation in the training program will be discussed between the appropriate Local Chairman and designated BNSF representative; should the parties not agree, final determination will be made between the appropriate General Chairman and the General Director of Labor Relations.

If a training engineer does not return to the program that engineer forfeits their right to this program and accepts the responsibility to qualify on their own time and expense.

c. If an engineer in the program is used in freight service prior to the end of the 30-day training, the training program will be extended by the commensurate number of days lost.

- d. At the end of the 30 day-day program, the qualified engineer will be placed to the engineer's bump board and will be held to the Chicago complex (i.e., Aurora, Eola, Cicero) for one (1) year. Following the expiration of the hold-down, engineers may exercise their seniority in accordance with Agreement rules.
- 3. BNSF will assign qualifying engineers to specific assignments while in this program and will make the determination if the engineer is properly qualified in Suburban Services.
- 4. When engineers are being trained in this service, they will be paid at the appropriate Engineers' Extra Board (currently AUROIL Board 31) Guaranteed Daily Rate of Pay for each day in the training period.
- 5. An engineer training another engineer in this service will be paid 1.22 times the regular passenger rate of pay.

This agreement shall take effect on June 1, 2023. This Agreement may be cancelled by either party by serving a 30-day written cancellation notice. It is mutually understood and agreed that this Agreement and its application is made without prejudice to either party's contentions/positions concerning the application of the agreement rules and that this proposal, and its application or acceptance thereof, will not be referred to as a precedent by either party under any circumstances, except in the enforcement of this Agreement.

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

For BNS

Sam Macedonio

Assistant Vice President, LR

For BLET:

Kent Psota

General Chairman, BLET

Andrea Smith

General Director, LR