Between

Burlington Northern Santa Fe Railway

and

SMART-TD

The purpose of this Agreement is to provide a dedicated extra board of conductors and brakemen at Aurora, Illinois to protect passenger conductor and brakeman vacancies and extra work exclusively in suburban passenger service.

- 1. The designated management representative and the local chairman will regulate the number of positions on the Suburban Combo (Conductor/Brakeman) Extra Board. Initially, a minimum number of fifteen (15) positions will be assigned to the Suburban Combo Extra Board. Thereafter, the minimum number will not be changed unless the parties meet and agree to change the minimum number. The parties agree that they will meet and modify the number if Metra service is reduced by 25% or more.
 - a. Any adjustments to the Suburban Combo Extra Board will be made on Monday. No adjustments will be made on other than Monday without concurrence from the local or general chairman.
- 2. Employees will not be assigned to the Suburban Combo Extra Board unless qualified to protect all suburban service assignments. To be assigned to this Board, employees must maintain FRA operating employee certifications.
- 3. Employees assigned to the Suburban Combo Extra Board will operate on a rotating basis. This extra board will be used for filling all suburban passenger trainman vacancies. (Conductor and Brakeman)
- 4. If the Suburban Combo Extra board is exhausted, Aurora employees requesting extra service (the "call list") will be canvassed.

If no "call list" employees are available, the following will apply:

For Suburban Brakeman vacancies:

The Aurora Freight Brakemen's Extra Board (currently board 20) will be utilized to fill vacancies in suburban service. If the Freight Brakemen's Extra is exhausted, the Freight Conductor's Extra Board (currently board 10) at Aurora will be used to fill the vacancies. If the Freight Conductor's Extra Board is also exhausted, the Yardmen's Extra Board at Aurora (currently board 40) will be used to fill the vacancies.

For Suburban Conductor vacancies:

The Aurora Freight Conductor's Extra Board (currently board 10) will be utilized to fill vacancies in suburban service. If the Freight Conductor's Extra is exhausted, the Freight Brakeman's Extra Board (currently board 20) at Aurora will be used to fill the vacancies. If the Freight Brakeman's Extra Board is also exhausted, the Yardmen's Extra Board at Aurora (currently board 40) will be used to fill the vacancies.

- 5. The Parties will agree to a work/rest arrangement in accordance with the 2024 Article VI/VII Agreement between SMART-TD and BNSF.
- 6. Guarantee for the Suburban Combo Extra Board will be \$492.00 per day and the entire guarantee will be subject to all applicable wage increases as well as cost of living allowances. Guarantee will be paid seven days per week.
 - a. Guarantee payments will be made in the payroll period in which the guarantee was incurred.
 - b. If an employee's payroll period compensation guarantee, computed pursuant to the provisions of this agreement, exceeds the employee's actual compensation for a payroll period (including benefits payable under any federal or state unemployment insurance program), the employee shall be paid the difference. Special allowances, penalty payments, and payments for attending operating rules classes, training classes, and physical examination shall be paid in addition to the guaranteed amount.
- 7. There shall be no duplication or pyramiding of benefits to any employee(s) under this Agreement and/or other agreements or rules.
- 8. An employee voluntarily placing on the Suburban Combo Extra Board will be required to remain on this extra board for a period of at least thirty (30) days unless they can no longer hold the board as a result of displacement. Employees assigned-to or reduced-from the Suburban Passenger Extra Board, regardless of the time of day, shall utilize that calendar day in the computation of the amount of the employee's payroll period compensation guarantee.
- 9. Either party may cancel this Agreement by serving a thirty (30) day written notice on the other party. If so cancelled, protection of suburban passenger brakeman vacancies will revert back to the provisions of the November 23, 1951 agreement and all other previous provisions in effect at Aurora, Illinois prior to the implementation of this Agreement.

Signed this day June 19, 2025; effective June 30, 2025.

FOR SMART-TD:

Brent Lind General Chairman FOR BNSF:

Melissa Beasley
AVP Labor Relations