

MODERNIZATION AGREEMENT

Between

BNSF RAILWAY COMPANY

And its employees represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

This Agreement is made by and between BNSF (BNSF or the Carrier) and the Brotherhood of Maintenance of Way Employees Division of the International Brotherhood of Teamsters (BMWED) as representative of the BNSF employees in the Maintenance of Way craft or class (Employees) pursuant to the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq. The parties intend to update various agreement provisions and practices to modernization the workplace in a way that is mutually beneficial to BNSF and its Employees. Therefore, the parties agree to the following:

Expediting Discipline

The parties have a mutual interest to provide an expedited process for adjusting and deciding discipline claims and grievances resulting from an employee termination. To that end, the parties agree to meet within the next 60 days to discuss agreement solutions for expediting such claims and grievances.

System Modernization

Section I

The parties have a mutual desire to administer the collective bargaining agreement by using other electronic platforms and explore additional opportunities to make changes to utilize electronic opportunities. Therefore,

- a. A committee will be established of the respective BMWED General Chairmen, BNSF Vice President of Engineering, BNSF Vice President of Labor Relations or their respective designees ("the Committee").
- b. The Committee will meet quarterly to discuss different electronic opportunities to enhance the administration of the collective bargaining agreement.
- c. All changes resulting from the discussions referred to in Part B, above, will be implemented by and thru the Committee.

The Committee shall initially convene promptly after the signing of this agreement and will continue to exist for a period of 12 months and thereafter unless cancelled in writing by either party with 60 days advance notice.

BA 9/15/2023

TRB 9/15/2023

Section II

The parties have a mutual desire to make changes to Rule 50(B) of the BNSF/BMWED Agreement (dated Sept 1, 1982 as updated December 2002) and Rule 45 of the South Agreement (changes to Rule 45 limited to those specified herein). The intent of this agreement is to create a digital method

BA 9/15/2023

BA 9/15/2023

of issuing "notification in writing," as provided in the Rule while also providing paper notices for employees expressing such a desire and to limit the period of time to make reductions to an employee's pay or expense payments. Therefore, the parties agree to the following:

- a) On a date to be determined by the Committee (see Section I, above), employees will receive electronic cut notices in lieu of the printed letters.
- b) Rule 50(B) of the BNSF/BMWED agreement is amended to restrict any pay/expense cuts under this Rule to payments made within the previous sixty (60) calendar day period, calculated from the date payment is made to the employee.
- c) Notices required under Rule 50(B) of the BNSF/BMWED Agreement or Rule 45 of the South Agreement will be sent electronically to the affected employee's email address on file with BNSF. If no email address is on file, the employee's BNSF email address (for example: john.doe@bnsf.com) will be used. The procedure and instructions for receipt of electronic notice will be provided to employees by BNSF. Employees may change/update their email address, and BNSF will provide employees with instructions for doing so. Additionally, the respective BMWED General Chairperson of such employees will also receive emailed copies of such notices when sent to the employees in a PDF format.
- d) BNSF will promptly explore the development of a centralized electronic platform (such as Employee Self Service and/or Engineering Asset Management) to store the notices issued in Paragraph 1, above, and allow individual employees and timekeepers access to view the notices. BNSF will provide employees with instructions for accessing the platform to view their individual notices. The parties recognize that such technology is not currently being utilized for such purposes at BNSF, and the parties will cooperate to identify and implement technology consistent with the intent expressed herein. Until a centralized electronic platform is established, timekeepers governed by Rule 50(B) of the BNSF BMWED Agreement will receive the notices referenced in Paragraph 1 via email at the email address on file with BNSF.

Section III

The parties have a mutual desire to make certain amendments BN Rule 65 and South Agreement Rule 30 to make copies of the agreement electronically. Therefore, the parties agree to the following:

- a) The BN agreement has not been updated since 2002, and the South Agreement has not been updated since 2004. Therefore, the parties agree to update these agreements as soon as practical, and all reasonable efforts will be made to conclude these updates prior to July 1, 2024.
- b) Following the agreement updates referred to in Paragraph 1, BNSF shall provide each newly hired employee a printed copy of the agreement during the new-hire orientation program. Additionally, each elected union represented shall be provided one printed copy of the agreement upon request.
- c) Thereafter, electronic versions of the agreements shall be made available to the employees upon request.

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Section V

The parties have a mutual desire to make certain amendments BN Rule 5 and South Agreement Rule 2 to make seniority rosters available electronically. Therefore, the parties agree to the following:

Effective immediately, electronic copies of seniority rosters will be made available to employees in lieu of printed copies.

Section VI

The parties have a mutual desire to make certain changes to BN Rule 40 and South Agreement Rule 13. All such provisions continue to apply, except where inconsistent with the provisions below. Therefore, the parties agree to the following:

1. To achieve commonality with most non-operating crafts, an employee considered the principal employee shall be made whole for time lost for attending his/her investigation during regular assigned hours. If an investigation is scheduled outside of the principal employee's regularly assigned hours (or has the potential to be so assigned), the parties may mutually agree to a date/time for holding the investigation without shortening the time limit deadlines required under the respective rules.
2. All investigation information such as notices, transcripts, exhibits, etc. will be delivered to the organization through electronic mail (email).
3. Principal employees will receive the initial investigation notice by mail. All investigation information thereafter (postponements, disciplinary decisions, investigation transcripts, exhibits etc.) will be issued electronically by email to the employee's preferred email on file with BNSF. If no preferred email is on file, then the employee's "BNSF email" address will be used.

NOTE: If an principal employee is dismissed or withheld from service, all investigation information required to be given to the principal employee will be sent by mail.

AGREED, this ____ day of September 2023.

FOR BNSF Railway:




Rob Karov
Vice President, Labor Relations

Joe Heenan
General Director, Labor Relations




FOR BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES:


Dennis Albers
General Chairman


 9/15/2023

Tim Bunch
General Chairman

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George Loveland
General Chairman

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John Mozinski
General Chairman

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Staci Moody-Gilbert
Vice President

DM 9/15/2023

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Proposal accepted by the BMWED subject to ratification by the membership.