

# *Final Draft For Vote*

## **Transportation Safety Agreement**

The rail transportation workplace is a complex environment involving employees who are mostly self-supervised. In light of the complexity of this environment and our desire/need to create a safer workplace, we understand that furthering safety at BNSF is a mutual interest and both BNSF and the union representatives signatory to this Agreement are committed to fostering a safe work environment and culture.

This Safety Agreement (the “Agreement”) is a partnership and a collaborative approach to advance our transportation safety culture, remove barriers to safe work practices (attitudinal, behavioral, and physical plant risks) and creates a workplace that inspires safety ownership at all levels: by exempt leaders and union leadership, as well as through a process of continuous improvement. To achieve this goal, where Division Management, SMART-TD, and BLET have agreed to establish a local safety process, we agree to the following:

### **Article 1 – Safety Structure (Positions)**

- ***Team Leaders***

At least one (1) full-time (scheduled employee) Team Leader per Primary Location. Primary locations are typically where a Terminal Supt/Supt Operations is located, see Attachment A\*.

\*Locations are based on current operations and subject to change. Any modifications will be subject to needs of the business and after discussion with applicable General Chairperson(s).

- ***Team Members***

Team Members are part-time scheduled employees from each Primary and Secondary Location(s).

- ***ILT Members***

ILT Members are part-time scheduled employees from some Primary and Secondary Location(s).

*(See Attachment A - list of locations and initial number of positions per location. The list identifies the Primary and Secondary Location(s) to be used for the initial startup of this Agreement and may be subject to change by mutual consent. Consent will not be unreasonably withheld.)*

### **Article 2 – Roles and Responsibilities**

Team Leaders, Team Members, and ILT Members must demonstrate a passion for Safety, both in their assigned locations, across their divisions and the BNSF system, working with local and division leadership, and General Chairpersons to ensure the accountability and integrity of BNSF’s safety processes. They will actively participate in all aspects of safety including, but not limited to safety discussions, field discussions and briefings, regularly-scheduled, bi-monthly safety meetings; they may conduct Instructor-led Rules Training (ILT)

as necessary and other training as indicated below. They must be committed to creating a culture of commitment and accountability.

- **Team Leaders**

Team Leaders are full-time employees who work with local management and union representatives to carry out the core functions of this agreement. They provide oversight for all team functions and are generally responsible for safety processes at their location(s). They plan, create, and participate in in-field discussions, and measure activities needed to increase safety awareness at their locations. The Team Leader will create briefings/discussion points to be disseminated at both their location(s) and secondary locations. They ensure consistency in the safety process including, but not limited to analysis and reduction of risks that lead to injuries, human factor rail equipment incidents, and decertification's. They coordinate and engage in physical plant audits, including but not limited to, identifying physical hazards such as hard-to-throw switches, and auditing crew change locations. They, as well as ILT Members and/or exempt employees, will conduct ILT as determined by the Technical Training Center (TTC) and work closely with BNSF's Safety department and operations leaders to ensure consistency with BNSF's safety vision. Team Leaders are not involved in local collective bargaining issues, but are actively engaged in all aspects of safety, including a focus on positively influencing attitudes, behaviors, and environment.

The Team Leaders from each Division will attend a biannual meeting with Transportation Safety to ensure system consistency and elevate any concerns.

- **Team Members**

Team Members are full-time TYE employees with part-time safety responsibilities in connection with this Agreement. They will carry out the functions of this role and may lay off for safety-related duties with approval from the Superintendent and Team Leader.

Team Members are actively engaged in safety activities and processes at the field level. Team Members are committed to championing safety ownership, a culture of commitment and accountability at the local level and in daily interactions with their peers. All Team Members will work with their respective Team Leaders and assist local supervision at their location(s).

- **Team Members – Column 1**

Team Members, as designated in Column 1 on the Attachment A, will be required to lay off three to seven days per month on a preapproved schedule, with additional activities/layoffs as directed.

Team Members in Column 1 implement plans developed by the Team Leader and local supervision, and facilitate briefings, discussions, physical-plant audits, and other activities as determined by their Team Leader and local supervision. They lead in-field discussions, coaching, and risk-reduction activities; they may assist the Team Leader with training as necessary.

- **Team Members – Column 2**

Team Members in Column 2 (as designated by the Attachment A) will be permitted to lay off to attend regularly scheduled bi-monthly safety meetings. They may also be required to assist with other safety activities.

- **ILT Members**

ILT Members are full-time TYE employees with part-time training responsibilities. They will lay off for ILT-related duties with approval from the Superintendent and/or TTC leadership. Such layoffs will occur on a preapproved schedule to conduct ILT training; ILT Members will work with the TTC and assist local supervision at their location(s).

ILT Members are actively engaged in safety activities and processes at the field level and, along with Team Leaders and/or exempt employees, will conduct ILT and other training as necessary. ILT Members are committed to championing a culture of commitment, safety ownership, and accountability at the local level and in daily interactions with their peers.

## **Article 3 – Meetings and Awards/Milestones**

Team Leaders and Team Members will engage in local, regularly scheduled bi-monthly safety meetings with local supervision where they will review information including, but not limited to: recent injuries, human factor rail equipment incidents, audits, discussions, switching/train operations, and any outstanding physical plant concerns.

The Team Leader will chair the safety meeting, with the Superintendent as the co-chair. Team Members at the primary and secondary locations will attend the meeting and participate. The Superintendent and Team Leader will work together to ensure all Transportation crafts are represented at the safety meeting and will ensure the meetings are productive.

Team Leaders, Team Members, and Local Supervision will work together with the Director of Transportation Safety to celebrate milestones and successes.

## **Article 4 – Selection Process**

A candidate must be self-directed and motivated with a strong working knowledge of safe railroad operations and practices. Successful candidates will be safety-conscious and able to develop and support a strong safety process. The ability to influence with good interpersonal and communication skills is a must.

- **Team Leaders**

Team Leader positions are open to all active TYE employees. The Team Leader is a full-time position and will be selected through an interview process that identifies the most qualified candidate.

The position(s) will be posted for no less than 2 weeks prior to closing. After closing, a list of applicants will be sent to the General Chairpersons. Each General Chairperson or his/her designee will review and select candidates and will work with the other applicable General Chairpersons to determine and send a list of ten (10) candidates to the General

Manager. If fewer than ten (10) employees apply for the position, all applicants will be added to the candidate list.

The General Chairperson(s) or their designee(s) and General Manager will select a mutually-agreeable time to meet and discuss the candidate list; they will work together to determine whether a candidate should be added or removed, and determine the final list of candidates to be interviewed.

The General Chairpersons and Director of Transportation Safety will determine the questions to be asked of each candidate, ensuring consistent application across BNSF. A list of potential questions will be published in advance of the interviews; five (5) of these questions will be selected for use in the panel interviews. Each interview panel will consist of representatives from BLET, SMART-TD, and BNSF, each with equal representation, where possible. Following interviews, the panel will select the Team Leader based on the skills, experience, knowledge demonstrated in qualifications and the interview process.

If there are any disagreements regarding candidates to be included or interview questions to be asked, the Assistant Vice President of Transportation Safety and the Regional Vice President with jurisdiction will work with the General Chairperson(s) to resolve any issues.

If there are any disagreements regarding final Team Leader selection, the Assistant Vice President of Transportation Safety and the Regional Vice President with jurisdiction will work with the General Chairpersons to select the best candidate. If agreement cannot be reached, the General Chairpersons will make the final selection between the two candidates in dispute.

- **Team Members**

Team Member positions are open to all active TYE employees. The Team Leader, in conjunction with the applicable Superintendent and Local Chairmen, will select Team Members using a process similar to the framework used for selecting Team Leaders.

*(Initial number of Team Members are outlined in Attachment A.)*

- **ILT Members**

ILT Member positions are open to all active TYE employees. The Team Leader, in conjunction with the applicable Superintendent and Local Chairmen, will select ILT members using a process similar to the framework used for selecting Team Leaders and Team Members.

*(Initial number of ILT Members are outlined in Attachment A.)*

## **Article 5 – Term Limits**

- **Team Leaders**

A Team Leader's first term is a three (3) year term; if reselected, the second term is a two (2) year term. After two terms, the Team Leader will not be eligible to reapply for a third consecutive term.

- **Team Members**

2-year term – eligible to reapply for non-consecutive subsequent term(s).

- **ILT Members**

2-year term – eligible to reapply for subsequent term(s).

Any Team Leader or Team/ILT Member term shall not extend beyond the term of this Agreement.

Note - Initially, where agreed-upon by both parties and where appropriate for a location, Safety Coordinators and/or Summer Safety Leaders may be selected for any of these roles to ensure consistency.

## **Article 6 – Performance**

### **A. Performance Review Process**

While informal performance reviews will occur throughout the year as needed, Team Leaders and Team/ILT Members will engage in a formal Performance Review Process (PRP) once per year to ensure individual efforts are aligned to support safety initiatives. These formal feedback sessions will be used to document successes, progress, and areas of opportunity.

In advance of a Team Leader's PRP, the Superintendent and/or SSOP, along with the General Chairperson(s) (or their designee(s)), will meet to determine the scope of the discussion.

- **Team Leaders**

The Superintendent or SSOP, along with the General Chairperson(s) or their designee(s), will conduct the PRP with each Team Leader. These reviews will consist of items such as: safety trends across the Team Leader's geographic location including injury and human factor rail equipment statistics, other critical statistics, and safety activities the Team Leader created and in which he/she participated. The Team Leader will submit/describe the safety activities created and participation levels achieved demonstrating commitment to the position.

- **Team/ILT Members**

The Superintendent and/or SSOP, along with the Team Leader at each location, will conduct annual Team Member and ILT Member PRPs.

Following the PRP, or at any time during a term as necessary, a Team Leader, Team Member, or ILT Member not meeting expectations may be placed on a sixty (60) day performance improvement plan (PIP) to ensure they begin meeting the expectations placed before them during the performance review meeting. At the end of the sixty (60)-day period, the General Manager and General Chairperson(s) will review the employee's performance to ascertain whether or not the PIP expectations are being met.

If it is agreed that the Team Leader or Team/ILT Member is not meeting expectations, they will be removed from the position and another Team Leader or Team/ILT Member will be selected using the process outlined in Article 4, above. If there is a disagreement

between the General Chairpersons(s) and General Manager, the issue will be elevated to the Regional Vice President and General Chairperson(s) for resolution.

## **B. Accountability and Expectations**

Team Leaders, Team Members, and ILT Members are expected to comply with all BNSF rules, policies and procedures. Given the safety-sensitive nature of these positions, any proven serious rule violation or violation of policies as outlined in the Corporate Policy - Employee Performance Accountability (PEPA) may result in the immediate loss of position. The involvement of a Team Leader or Team/ILT Member in any serious incident will initiate an immediate joint review between the General Chairperson and General Manager to determine the employee's ability to effectively continue to serve in his/her Team Leader or Team/ILT Member role.

There will be a maximum two (2) week transition period (with pay) for Team Leaders; this ensures new Team Leaders are acclimated and properly trained by the incumbent leader. Additionally, the transition period will not apply to those employees removed pursuant to the paragraph above, nor will it apply if removed from the position when failing to meet expectations within the PRP, decertification, or failure to maintain rules qualifications.

## **Article 7 – Compensation**

- ***Team Leaders***

Team Leaders will be paid on a salaried basis, comprised of the monthly average of the last twelve (12) months of compensated service; however, the Team Leader will be compensated a minimum of \$94,000 annually, subject to any future General Wage Increases (GWI).

Team Leaders will be reimbursed for necessary business expenses as permitted under the "Travel and Entertainment Expense Policy".

Team Leaders returning to scheduled service at the completion of the term will remain under salary until their replacement is trained, not to exceed two (2) weeks. Once marked back up in the craft, they will be afforded time to regain applicable territory familiarization at their home location and will be compensated at the appropriate trip rate or rate of pay for the assignment. At the General Manager's discretion, and with concurrence of the outgoing Team Leader, the transition time may be extended. The outgoing Team Leader will remain under salary during this time and until transition is completed.

- ***Team/ILT Members***

Team/ILT Members will be compensated for layoffs at the monthly average of the last twelve (12) months of compensated service, distilled to a daily rate. Team Members will be reimbursed for necessary business expenses as permitted under the "Travel and Entertainment Expense Policy".

## **Article 8 – Investigation Exemption**

Team Leaders and Team Members will not be called to testify, nor otherwise provide evidence, in a formal investigation based on safety information developed or received, or conclusions they reached in the course of performing their duties and responsibilities under this agreement.

This Agreement, however, does not prohibit Team Leaders or Team Members from providing information outside of the formal investigation process including, but not limited to, investigations conducted by BNSF Human Resources, Resource Protection, or outside law enforcement agencies. Any information requested by these departments/ agencies must be provided upon request, as required by BNSF rules and policies.

## **Article 9 – Dispute Resolution**

No local committee or local management team may halt participation in Safety at a location without first following the process below. If the process results in a local committee refusing to participate in Safety, the benefits associated with this Agreement will not apply to employees within the craft at the location (i.e. Trainmen or Engineers).

In the event disputes cannot be resolved locally, a 30-day cooling-off period will begin. During this time, the General Chairperson(s) will work directly with the General Manager to review the facts involved and seek resolution. During this cooling-off period, the benefits associated with this agreement will remain in effect.

If unable to resolve at this level, the General Chairperson(s) will work directly with the appropriate Regional Vice President or Assistant Vice President of Transportation Safety to review the facts involved and seek resolution.

## **Article 10 – Savings Clause**

This Agreement is made without prejudice to either party's right to exercise any other rights or prerogatives that it may possess. Except in connection with efforts to enforce any aspect of this Agreement, the existence of this Agreement shall not constitute evidence of a course of dealing, and shall not be cited or referred to in any other case or controversy to support any argument that either party has a duty to bargain over any particular subject matter.

## **Article 11 – Cancellation Clause**

This Agreement will remain in effect for a minimum of one (1) year post-implementation. During this initial one (1) year period, Attachment B regarding Operations Testing will remain intact.

After the one (1) year has elapsed, the Agreement may be cancelled at any time, in its entirety, by either BNSF's Assistant Vice President of Labor Relations or any General Chairperson by serving a sixty (60) day written notice.

If at any time after the conclusion of the first year BNSF determines that its commitment to safety requires it to resume handling Operations Testing exceptions through PEPA, BNSF will give the General Chairpersons a sixty (60) day notice of the anticipated change(s) to allow the parties to discuss alternatives. If the parties cannot reach a suitable alternative within the

# *Final Draft For Vote*

sixty (60) days and BNSF resumes handling of Operations Testing exceptions under PEPA, the Agreement cancels in its entirety.



# *Final Draft For Vote*

## **Attachment B**

BNSF will handle Operations Testing exceptions through coaching and/or retraining rather than traditional discipline and discipline alternatives, as described below:

For purposes of this Section, an “exception” refers to an observed, real-time operations testing exception, remote audit exception identified with technology, or any violation identified that did not result in an incident, with the following exclusions: violations of BNSF’s Policy on the Use of Alcohol and Drugs; rules regarding sleeping or use of an electronic device; incidents resulting in damage to equipment; and/or stand-alone dismissible violations as defined by PEPA. These will be handled per PEPA.

Additionally, while an exception may not be handled through PEPA, as described below, suspensions and revocations of certification will continue to be handled in accordance with CFR 240 and 242.

1. A first exception will be handled as an entry in the Operations Testing System/database—there will be no associated investigation notice nor entry on an employee's discipline record. A supervisor will coach the employee at the time of the incident or soon thereafter and in certain instances, follow-up coaching and retraining measures may also be necessary.

For exceptions of rules considered Serious violations, except as noted above, a root-cause analysis will be used for coaching and retraining purposes.

Exception: If an employee is actively serving a review period for a Serious Violation under PEPA, a subsequent safety-related violation of the same type/rule (excluding the items listed above) will result in a notice of investigation for the exception; however, if the employee or the employee’s representative requests retraining in lieu of discipline, it will be granted.

2. A second exception of the same type/rule within six months will result in a notice of investigation; however, if the employee or the employee’s representative requests retraining in lieu of discipline, it will be granted for non-Serious violations.

Any retraining will consist of hands-on field instruction/skills evaluation with the employee’s supervisor and Team Leader or Team Member. This retraining will include the employee’s demonstration of a safe application of the rule violated, as well as a review and/or demonstration of the proper application of any other related rules.

This training/demonstration may be conducted during the employee’s tour of duty without additional pay. The employee will be compensated for retraining occurring outside the normal tour of duty at the average of the last twelve (12) months of compensated service, distilled to a daily rate.

If two exceptions of rules considered Serious violations occur within any six (6) month period, a notice of investigation will be issued and may result in disciplinary action.

## *Final Draft For Vote*

3. If within one year from a second event, a subsequent exception is taken of the same type/rule, or there is a subsequent violation of any Serious rule, a notice of investigation will be issued and may result in disciplinary action.

All references to months and/or years in Sections 1-3 above refer to months of active service.

**TSA Side Letter**

This confirms our understanding regarding the relationship between the Transportation Safety Agreement and the parties' obligations pursuant to Section 103 of the Rail Safety Improvement Act of 2008, as incorporated in 49 U.S.C. § 20156, and 49 C.F.R. Part 271. It is understood and agreed that the Transportation Safety Agreement is the collective bargaining successor to the 2002 Safety Summit Agreement. As such, it exists independent of, and is unaffected by, the Risk Reduction Program requirements set forth in federal law and regulation.

Further, the parties acknowledge that, in the application of 49 C.F.R. § 271.1(c), information compiled or collected pursuant to the Transportation Safety Agreement is not being compiled or collected solely for the purpose of planning, implementing, or evaluating a Part 271 Risk Reduction Plan. Finally, the parties agree that each General Chairperson shall be provided with a copy of all information compiled and/or collected in the application of the Transportation Safety Agreement on that General Chairperson's territory.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_.

Please indicate your concurrence below in the space indicated.

For BNSF Railway Company

For BLET

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Salvatore Macedonio  
AVP labor Relations

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BLET General Chairman

# Final DRAFT For Vote

Location Number	Division	Superintendent	Team Leader	Team Member Location Column 1	Team Member Counts	Team Member Location Column 2	Contributor Counts	ILT Members Location	ILT Member Counts	Employees per Division
1	California	Anthony Boldra	Stockton	STO, RIC, BAK, FRE	4			Stockton	1	1328
2	California	Danny Martinez	Barstow	BAR, NEE	2	NEE, BAK	2	BAR	1	
3	California	Dave Alves	San Bernardino	SBD, KAI	2					
4	California	Anthony Soto	Los Angeles	LAC, LAM	2			LAC	1	
5	California	Dan Davis	SCOD/Watson	WAT, San Diego	2					
6	Chicago	Jonathon Taylor	LPC/Joliet	LPC, WSP	2			Chicago	2	1806
7	Chicago	Joe Ratulowski	Chicago	Eola, Sub Services	2					
8	Chicago	Justin Kirschinger	Chicago	Cicero, Corwith	2					
9	Chicago	Stan Lehman	Galesburg	CEN, BUR	2	BEA,	1			
10	Chicago	Chad Lawrence	Galesburg	GAL	1			GAL	1	
11	Chicago	Brian Gilliam	Fort Madison	FTM	1	Brookfield	1	FTM	1	1898
12	Chicago	Clint Jackson	La Crosse	GAL	1					
13	Heartland	Torrance LeSure	Birmingham	BIR, AMO	2					
14	Heartland	Abby Stroup	St Louis	STL, BLY, WQM	3	Chaffee	1	STL	1	
15	Heartland	Don Smith	Springfield	SGF, Murray	2	Thayer	1			
16	Heartland	Matt Moyer	Lincoln	LIN, OMA	2	Creston	1	LIN	2	1506
17	Heartland	Doug Gage	Memphis	MEM, Yale	2			MEM	1	
18	Kansas	Drew Mayer	Argentine	Argentine (2)	2			KCK	1	
19	Kansas	Brian Hauber	Newton	Newton, EMP, TOP	3					
20	Kansas	Mark Jones	Wellington	Wel, DDC, AMA	3			WEL	1	
21	Kansas	Justin Gee	Amarillo	AMA, LAJ, Hereford	3	AMA	1	AMA	1	962
22	Montana	Blake Jenniges	Havre	HAV, GRF	2			HAV	1	
23	Montana	Joe Mikes	Laurel	LAU, Glendive, Aberdeen	3	Forsyth	1			
24	Montana	James Pino	Whitefish	WHI, Shelby	2					
25	Montana	Dave McCann	Minot	Minot, Williston, Glasgow	3			MIN	1	
26	Northwest	RB McCord	K-Falls	K-Falls	1					1644
27	Northwest	Heath Kohler	Pasco	PAS	1			PAS	1	
28	Northwest	Ryan Kubo	Everett	New West	1					
29	Northwest	Garrett Ugrin	Seattle	SEA, AUB, WEN	3			SEA	1	
30	Northwest	Mike Surina	Spokane	SPO	1					
31	Northwest	Chris Delargy	Vancouver	VAN, Wishram	2			VAN	1	1523
32	Powder River	Brad Williams	Denver	DEN	1	CHE	1	DEN	1	
33	Powder River	Jeff Stevens	Alliance	ALN	1			ALN	1	
34	Powder River	Carl (Walter) Sylvester	Casper	GRE, Grand Jct	2					
35	Powder River	Micheal Dover	Pueblo	PUE, HAS, STE, TRI	4	McCook	1	PUE	1	
36	Powder River	Scott Mobley	Gillette	GIL, EGE, SHE	3					2114
37	Red River	Dentin Chapman	Lafayette	LAF, Silsbee, Longview, AVO	4	SIL	1	LAF	1	
38	Red River	Micah Hammond	Oklahoma City	OKC, Enid, Madill, Ark City, Gains	5	ALT-OKC Rd	1			
39	Red River	Carter Tuggle	Tulsa	Tulsa	1			TUL	1	
40	Red River	Ty Christian	Temple/LUB	Temple, SAN, SWE, Lub	4	EAP, SOM, TPL-R (2)	4			
41	Red River	Ross Molyneaux	Houston	HOU, Tea, Gal, Dayton	4	AVO, PEA	2	HOU	1	1480
42	Red River	Andre Young	Ft. Worth	ALT, NYD, WIC, CLE/VEN	4	ALT-RD, ALT-RD	2	FTW	1	
43	Southwest	John Sutphin	Phoenix	PHX, WIN	2					
44	Southwest	Jason Ornelas	Belen	BEL, ABQ, ELP	3			BEL	1	
45	Southwest	Garrett Morrow	Clovis	CLO, CRL	2			CLO	1	
46	Southwest	James J Orr	Winslow	WIN, Gallup	2			WIN	1	1098
47	Twin Cities	Sean Kilcullen	Sioux City	SIO, WILMAR	2			SIO	1	
48	Twin Cities	Kendra Chandler	Dilworth/Fargo	DIL, MAN, GFD	3					
49	Twin Cities	Jeff Cartelli	Northtown	NTW, MID	2			NTW	1	
50	Twin Cities	Robert Skuza	Superior	SUP	1					
			51		114		21		31	