

# **BNSF Intermodal Agreement Update**

When members voted down the first Tentative Agreement, you sent a clear message.

You told us the 150-day requirement to qualify for vacation was unacceptable. It is gone!

You told us the proposed meal period and training in pay language made things worse. That language is gone.

You told us the ambiguous language for holiday protection is a problem. It is gone!

You told us you wanted strong wages, improved vacations, and no concessions. Those remain intact.

## **Wages**

This agreement applies the full national freight rail wage pattern:

July 1, 2025 – 4.00%

July 1, 2026 – 3.75%

July 1, 2027 – 3.50%

July 1, 2028 – 3.25%

July 1, 2029 – 3.00%

That is **17.5% over five years, approximately 18.8% compounded**. These increases permanently raise your base rate of pay. **Plus Retro pay starting from July 1, 2025.**

## **Vacation Improvements**

15 days after 7 years (now 9 years)

20 days after 16 years (now 18 years)

25 days after 24 years (now 26 years)

New hires receive up to 5 prorated vacation days in their first year, and five vacation days may be used as single days each year.

Seattle Grandfathered Vacation!

## **Above and Beyond the Pattern**

The wage and vacation improvements are the national pattern. The following exceed the national “pattern” agreements:

- **A five-year locked-in contract.** The company cannot cancel this agreement during that term.
- No health care cost sharing, although the Carrier is having to pay more. Under the national pattern, employees pay a monthly cost share of over \$300 per month. You will continue to pay zero for your health insurance.
- A formal side letter establishing a committee to **explore better health insurance options**. Any alternative would require mutual agreement and membership ratification.
- Retention of the Go Teams language, which honors seniority for half of the team and creates opportunities for additional earnings.

## **No Concessions**

There are no concessions in this agreement to active employees. However, future new hires must have 7 days of compensation or vacation per month to qualify for health insurance coverage; however, medical leave is still covered.

You asked us to go back and fix the problems. We did.

This agreement provides full pattern economics, plus additional protection and stability which exceed the national pattern.

February 13, 2026

**Tentative Agreement between TCU & BNSF Railway Company**

Amending the Intermodal Insource Agreement between BNSF and TCU

February 13, 2026

The following represents the tentative agreement between **BNSF Railway Company** (Carrier) and the **Transportation Communication Union (TCU)** to amend the Intermodal Insource collective bargaining agreement in connection with the 2025 bargaining round. This tentative agreement is made in full and final satisfaction of the parties' rights to serve notice and amend their agreements, relative to the 2025 round of bargaining, pursuant to the moratorium provisions of the agreements and the Railway Labor Act, as amended, 45 U.S.C. § 151, et seq.

The parties agree that this tentative agreement constitutes a single, complete and comprehensive package agreement, that the agreement is subject to unconditional approval or ratification as a whole in accordance with each party's internal governance and procedures, and that no part of this agreement may be modified or rejected without modification or rejection of the agreement in its entirety.

**Article 1 – Wages****Section 1 – First General Wage Increase**

Effective July 1, 2025, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2025 for employees covered by this Agreement shall be increased in the amount of four (4) percent applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Section 1 shall be applied as follows:

- (a) Hourly Rates –  
Add 4 percent to the existing hourly rates of pay.
- (b) Daily Rates –  
Add 4 percent to the existing daily rates of pay.
- (c) Weekly Rates –  
Add 4 percent to the existing weekly rates of pay.
- (d) Monthly Rates –  
Add 4 percent to the existing monthly rates of pay.
- (e) Disposition of Fractions -

Rates of pay resulting from application of paragraphs (a) to (d) inclusive, above, which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

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(f) Application of Wage Increases –

The increase in wages provided for in this Section 1 shall be applied in accordance with the wage or working conditions agreement in effect between the carrier and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly, or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

**Section 2 - Second General Wage Increase**

Effective July 1, 2026, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2026 for employees covered by this Agreement shall be increased in the amount of three-and three- quarters (3.75) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 2 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 3 - Third General Wage Increase**

Effective July 1, 2027, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2027 for employees covered by this Agreement shall be increased in the amount of three-and one-half (3.5) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 4 - Fourth General Wage Increase**

Effective July 1, 2028, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2028 for employees covered by this Agreement shall be increased in the amount of three-and one- quarter (3.25) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 1 hereof.

**Section 5 - Fifth General Wage Increase**

Effective July 1, 2029, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 2029 for employees covered by this Agreement shall be increased in the amount of three (3) percent applied so as to give effect to this increase irrespective of the method of payment. The increase provided for in Section 5 shall be applied in the same manner as provided for in Section 1 hereof.

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## **ARTICLE 2 – VACATION**

### **Section 1 - Vacation for New Hires (“Year 0”)**

Effective on the date of ratification of this Agreement, new hire employees working full-time to have paid vacation days, to be taken as single day vacation subject to all applicable rules, based on their date of hire month (in Year 0) as follows:

- January/February 5 days
- March/April 4 days
- May/June 3 days
- July/August 2 days
- September/October 1 day

\*Employees working alternative work schedules will earn this entitlement in accordance with local agreement terms

### **Section 2 – Vacation Year 1 Non-Qualifying Employees**

Effective on the date of ratification of this Agreement, employees working full-time in their second calendar year of employment (Year 1) who did not qualify for vacation in the prior year (Year 0) under Rule 20 but who worked a full- time schedule will have five (5) paid vacation days subject to all applicable rules.

### **Section 3 – Vacation Accrual Acceleration**

Effective on the date of ratification of this Agreement, the collective agreement provisions with respect to granting of vacation will be amended to reflect the following accrual schedules and qualification requirements. This following will amend Rule 20-A of the Schedule Agreement.

- Second (2<sup>nd</sup>) service year of employment – Annual vacation of five (5) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on no less than 120 days during the preceding calendar year.
- Third (3<sup>rd</sup>) service year of employment and each service year thereafter – Annual vacation of ten (10) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on no less than 110 days during the preceding calendar year and who has two (2) or more years of continuous service.

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- Seventh (7<sup>th</sup>) service year of employment – Annual vacation of fifteen (15) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on no less than 100 days during the preceding calendar year and who has six (6) or more years of continuous service.
- Sixteenth (16<sup>th</sup>) service year of employment – Annual vacation of twenty (20) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on no less than 100 days during the preceding calendar year and who has fifteen (15) or more years of continuous service.
- Twenty-fourth (24<sup>th</sup>) service year of employment – Annual vacation of twenty-five (25) consecutive workdays with pay will be granted to each employee covered by this Agreement who renders compensated service on no less than 100 days during the preceding calendar year and who has twenty-three (23) or more years of continuous service

Note 1 – A service year is from January 1 to December 31 and one that the employee worked at least 800 hours per year.

Note 2 – Employees hired by BNSF at its Intermodal Facilities who worked at the facility for the previous intermodal operator when BNSF insourced the work, will be given service at the Intermodal Facilities with the previous operator for purposes of determining vacation eligibility.

#### **Section 4 – Single Day Vacation**

Effective on the date of ratification this Agreement, employees will be permitted to take five (5) days of their accrued vacation allowance as single vacation days within each calendar year, subject to all applicable rules. This will not impair any agreements providing for the scheduling of more than five (5) days of vacation as single day vacation.

#### **Article 5 – Health and Welfare**

- A. The existing funding mechanism for the Allied Services Division Welfare Fund will be maintained (See the Attached Side Letter).
- B. To qualify for health and welfare benefits, employees hired on or after January 1, 2027 will be required to provide at least seven days of compensated service or vacation pay in the previous month, unless the employee is terminated, retires, or passes away in that previous month. For employees working 10-hour shifts, each shift worked will be weighed on the basis of 1.25 days for purposes of this provision. For employees working 12-hour shifts, each shift worked will be weighted on the basis of 1.5 days for purposes of this provision.

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## **Article 6 – Rule 24 Amendment**

Rule 24 is amended as follows:

Beginning on or after January 1, 2030, BNSF retains the right at its sole discretion, for any reason or no reason, to terminate this Agreement in its entirety upon sixty days' written notice to the Union. If BNSF exercises this right, upon expiration of the notice period, the employment of all persons covered by this Agreement at the facility or facilities shall immediately cease, and the Union shall no longer have any representation right respecting such people. In such event, any pending section six notice shall automatically be deemed withdrawn with prejudice, and no job action of any kind may be conducted, led or otherwise permitted. In such event the parties' relationship in all respects concerning operations at the facility or facilities shall be terminated, and no one previously employed at the facility or facilities shall have any further right to any work or employment, or in any way to challenge the performance of any work at the facility or facilities by any other person or entity.

## **Article 7– Go Teams**

- A. BNSF at its sole discretion, may advertise to establish a pool of employees to be part of a "Go Team". Once established, the Go Team will serve as a standing pool of employees who may be assigned to work at Intermodal properties outside of the location where they are headquartered.
- B. BNSF shall have the right of assignment for half of the applicants selected to be members of the go team, with consideration being given to fitness, ability and seniority. The remaining employees will be selected based on relative seniority dates from qualified applicants in good standing. Good standing is defined as employees with no active attendance, safety, or discipline events. BNSF shall retain managerial discretion to determine the number of employees selected for the Go Team. Additionally, when employees from the Go Team are activated for a specific assignment, BNSF shall retain managerial discretion regarding the number of employees to be activated. This agreement applies only to situations where travel by air is necessary.
- C. BNSF may disqualify employees from the Go Team for failure to meet satisfactory work performance standards, including but not limited to failure to maintain regular and punctual attendance, documented incidents of unsafe work practices, general misconduct, inadequate productivity.
- D. Employees selected for the go team may be used to work at other BNSF owned Intermodal properties and third party/owned/leased/controlled Intermodal properties. Employees selected for the go team will receive an additional \$100 for each work week they are activated and used at facilities other than the facility where they are headquartered, subject to completion of the assignment. For any work week in which an employee lays off, the employee will not be eligible to receive the \$100 incentive for that week.
- E. This provision shall be considered a supplement to the February 17, 2016 Intermodal Multi-Use Agreement. The Intermodal Multi-Use Agreement is otherwise unchanged and remains in effect.

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## **Moratorium**

This Agreement will remain in effect through December 31, 2029 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Neither party to this Agreement will serve or progress, prior to November 1, 2029 (not to become effective before January 1, 2030), any notice or proposal pursuant to Section 6 of the Railway Labor Act; however, this does not prevent the parties from proposing or agreeing upon any subject of mutual interest.

### **Appended:**

Side Letter regarding General Wage Increases  
Side Letter regarding the Health and Welfare plan  
Side Letter regarding Health and Welfare Design Enhancements  
Side Letter regarding the Health and Welfare Exploratory Committee  
Side Letter regarding implementation of vacation for 2026  
Side Letter regarding vacation progression for grandfathered Seattle employees

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Salvatore Macedonio  
Vice President Labor Relations, BNSF Railway

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Derek Cargill  
General Director Labor Relations, BNSF Railway

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Andrea Smith  
General Director Labor Relations, BNSF Railway

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Toby Zelt  
Director Labor Relations, BNSF Railway

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Matt Hollis  
National President, TCU

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Charles Soukup  
National Representative, TCU

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### Side Letter No. 1

This confirms our understanding regarding the general wage increase provided for in Article 1, Section 1 of this Agreement of this date. The Carrier will make all reasonable efforts to pay the retroactive portion of such general wage increase as soon as possible and no later than sixty (60) days after the date of ratification of this Agreement. The Carrier will also implement the general wage increase referenced above as soon as practicable.

If the Carrier finds it impossible to make such payment by that date, it shall notify TCU in writing, explaining why such payments have not been made and indicate when the payment will be made.

Please acknowledge your agreement by signing in the space provided below.

For Transportation Communications Union:

For BNSF Railway Company:

\_\_\_\_\_  
National Representative

\_\_\_\_\_  
Vice President, Labor Relations

\_\_\_\_\_  
General Director, Labor Relations



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## Side Letter No. 2

### Participation Agreement Among Allied Services Division Welfare Fund And BNSF Railway Company And Transportation Communications Union/IAM, AFL-CIO

The Allied Services Division Welfare Fund (the Fund), TCU/IAM (the Union) and BNSF Railway Company (the Company) represent that the following represents the only agreement between the Fund and the Company regarding medical benefits for the employees of the Company represented for collective bargaining purposes by the Union for full-time employees at the following current TCU/IAM, BNSF facilities:

1. BNSF-TCU Cicero, IL Intermodal Facility.
2. BNSF-TCU Memphis Intermodal Facility.
3. BNSF-TCU Fort Worth Intermodal Workforce Management Center.
4. BNSF-TCU Fort Worth, TX International Marketing Center and WFM.
5. BNSF-TCU Fort Worth Customer Support Center.
6. BNSF-TCU Chicago Intermodal Facility.
7. BNSF-TCU Chicago Corwith, IL Shop Material Expeditors.
8. BNSF-TCU South Seattle and Seattle International Gateway Facilities.
9. BNSF-TCU Carmen Mobile Mechanical Inspectors.
10. BNSF-TCU Fort Worth Headquarters mailroom.
11. BNSF-TCU Fort Worth, TX Personnel Records Employees.

1. On January 1, 2026, BNSFs Per Employee Per Month (PEPM) contribution amount will be an amount equal to \$1,077.69. On January 1 of each succeeding year BNSFs contribution amount will be increased by the greater of 3%, or one-half of the percentage by which the railroad payment rate, for FO medical coverage under the "national plan" (presently GA-23000), increases for such year over the immediately preceding year. For example, if the 2027 railroad payment rate for FO medical coverage under the national plan is 7% higher than it was for 2026, then BNSF's PEPM contribution would be \$1,115.41 on January 1, 2027.

A. For former Seattle Pacific Rail employees ONLY. Effective January 1, 2026, the monthly Health and Welfare contribution amount of \$1,412.84 Per Employee Per Month (PEPM). On January 1, 2027 and on January 1 of each succeeding year, BNSF's contribution amount will be increased by the greater of 3%, or one-half of the percentage by which the railroad payment rate for FO medical coverage under the "national plan" (presently GA 23000) increases for such year over the immediately preceding year. For example, if the 2026 railroad payment rate for FO medical coverage under the national plan is 7% higher than it was in 2027, BNSF's PEPM contribution would be \$1,462.29 in 2027 and the same methodology will be used each following year.

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B. Under the prior agreement, BNSF had made an additional monthly payment per employee to cover fees levied on the Health and Welfare Plan under Healthcare Reform. Currently, there are no fees or taxes the Health and Welfare Plan is required to pay under existing law or regulations for which BNSF must contribute to the Health and Welfare Plan. In the event that any future laws, regulations or amendments to existing laws or regulations levy any additional or new fees/taxes on the Health and Welfare Fund, the Union, the Fund and the Company will meet and discuss the additional cost requirement. If the parties fail to reach agreement on the payment of any such fees/taxes, either party may exercise its right under Section 8 of this Agreement.

2. The Company shall pay the contribution set forth above for each full-time employee hired on or after January 1, 2027, who qualifies for payment by having at least 7 days of compensated service or vacation pay in the previous month, unless employee is terminated, retires, or passes away in that previous month. For employees working 10-hour shifts, each shift worked will be weighed on the basis of 1.25 days for purposes of this provision. For employees working 12-hour shifts, each shift worked will be weighted on the basis of 1.5 days for purposes of this provision.

For newly hired employees and for people who convert to full-time status under Rule 5-E (2) as amended of the Agreement, contributions will begin on the 1<sup>st</sup> of the month following the month they first hire or convert. No later than the 20th day of each month, for that month, payments will be made by check or electronic transfer of funds to the ASD Welfare Fund and the Fund will make such account and routing numbers available as are necessary to effect transfers. See addendum "A" attached for additional coverage situations.

3. (A) In order to continue their coverage, premiums will continue to be paid for any full time employee who ceases to render compensated service solely as a result of a medical leave or medical disqualification for six (6) months following the month in which such employee last performed compensated service or received vacation pay. In the event the employee is out on medical leave of absence and becomes medically disqualified during the medical leave of absence, the contributions will not exceed beyond the initial six (6) months.

(B) In order to continue their coverage, premiums will continue to be paid for any full time employee who ceases to render compensated service solely as a result of on-duty injury until such employee returns to work, but not to exceed twelve (12) consecutive months.

4. The Company will provide the Fund with a record of the number of contributions it makes each month and a file that lists the names, addresses, employee social security number, date of birth and number of days worked the previous month for the employees for whom payments are made.

5. It is the company's responsibility to notify the Fund monthly of any newly hired or converted employees and of any qualifying events under COBRA, with the names, addresses, date of hire, or date of such qualifying event. The Fund will notify qualifying employees of their options with respect to COBRA.

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6. The Trustees of the Fund shall have the authority to engage a certified public accountant to audit Company employee eligibility data for the purpose of determining the accuracy of contributions to the Fund.

7. In the event of any dispute concerning this Participation Agreement, that can't be mutually resolved, the dispute will be resolved by interpretation of this Participation Agreement by an Arbitrator that the parties shall endeavor to mutually agree on. In the event the parties fail to mutually agree on an Arbitrator, either party may request the National Mediation Board to supply a panel or panels of names from which the parties will select an Arbitrator to hear the dispute. The Arbitrator's decision will be served upon the parties in writing and will be final and binding. The expenses and fees of the Arbitrator shall be shared equally by the parties.

8. This agreement may be terminated in its entirety or by individual location at any time by one party serving a thirty-day written notice on the remaining parties. If that has not been done, this Participation Agreement shall otherwise be in full force and effect until 12-31-2029. At that time, any party may notify the others of its desire to discontinue participation in the Fund or the rates of contribution will be renegotiated at that time.

Signed this \_\_\_\_\_ day of February, 2026

For Transportation Communications Union/IAM:

For BNSF Railway Company:

\_\_\_\_\_  
National Representative

\_\_\_\_\_  
Vice President, Labor Relations

\_\_\_\_\_  
General Director, Labor Relations

For Allied Services Division Welfare Fund:

\_\_\_\_\_  
Fund Administrator

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## Addendum "A" to Side Letter No. 2

The following is what has been currently agreed to between the parties, as to when contributions will begin and or end for various coverage situations.

### Withheld Pending

In order to continue their coverage, premiums will continue to be paid for four (4) months for any full-time employee who is withheld from service pending the outcome of an investigation and who has had an employment relationship with the Company for at least six (6) months prior to being withheld from service. If the employment relationship terminates prior to the expiration of the continued coverage, the employee and dependent coverage will terminate on the same date as the employment.

### Conditional Suspensions

In order to continue their coverage, premiums will continue to be paid for four (4) months for any full-time employee who is issued a conditional suspension and who has had an employment relationship with the Company for at least six (6) months prior to the conditional Suspension. If the employment relationship terminates prior to the expiration of the continued coverage, the employee and dependent coverage will terminate on the same date as the employment.

### FMLA

In order to continue their coverage, premiums will continue to be paid for any full-time employee while on authorized leave under the federal Family and Medical Leave Act (FMLA).

### Military Leave

In order to continue their coverage, premiums will continue to be paid for up to 24 months for any full-time employee who is on a military leave of absence longer than 30 days, who does not have an offer of military health coverage for themselves or their dependents. An employee would need to provide documentation stating an offer of military health coverage is not available. If the employee does have military health coverage, benefits will be frozen on the date the employee goes out on military leave and reinstated under the Allied Services Division Welfare Fund effective on the first day worked and premiums will be paid for that month.

### Craft Transfers

For employees who transfer to a position eligible for benefits under the Allied Services Division Welfare Fund, benefits will be effective the first of the month following the month the employee renders compensated service. For covered employees transferring to a position that is not eligible for benefits under the Allied Services Division Welfare Fund, benefits will end on the last day of the month following the month they last render compensated service as an employee covered under the Allied Services Division Welfare Fund.

### Termination, Retirement or Death of Employee

For eligible employees who terminate, retire or pass away, coverage will end on the date of the event.

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### Side Letter No. 3

#### Health and Welfare Design Enhancements

This letter memorializes our discussions regarding the Allied Services Division Welfare Fund. Within 90 days of the date of ratification of this Agreement, the parties agree to jointly meet with the plan trustees to identify areas of improvement and opportunities to create greater efficiencies in the plan including, but not limited to the following areas:

- 1) Improper billing detection and mitigation programs where available and practical with the plan's medical vendors.
- 2) Out of network referenced-based pricing programs where available and practical with the plan's medical vendors.
- 3) Enhanced utilization management rules package for specialty drugs and additional non-specialty therapeutic classifications (e.g., anti-infective agents, central nervous system, gastroenterology and ophthalmology) where available and practical with the plan's medical vendors.

The parties agree to work with the plan trustees to implement these improvements to the fullest extent possible based on the plan design.

Please acknowledge your agreement by signing in the space provided below.

For Transportation Communications Union:

For BNSF Railway Company:

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National Representative

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Vice President, Labor Relations

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General Director, Labor Relations

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## Side Letter No. 4

### Health Care Exploratory Committee

Within 120 days of ratification of this Agreement, the parties will begin discussions to explore potential alternative health-insurance options for TCU represented Union 41 Intermodal employees. The parties will conduct meetings as a joint committee for the sole purpose of reviewing and discussing potential alternative healthcare options for Intermodal Union 41 employees.

Any findings or recommendations made by the joint committee will be advisory in nature only, and no discussions, findings, or recommendations made by the joint committee shall be construed as binding on either party.

If the joint committee identifies a potential alternative health-insurance plan that both parties believe warrants further consideration, any such plan would be subject to mutual agreement between the parties and, if agreement is reached, would be subject to ratification by the affected membership prior to implementation.

Please acknowledge your agreement by signing in the space provided below.

For Transportation Communications Union:

For BNSF Railway Company:

\_\_\_\_\_  
National Representative

\_\_\_\_\_  
Vice President, Labor Relations

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General Director, Labor Relations

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Side Letter No. 5

This confirms our agreement regarding implementation of vacation enhancements in the calendar year 2026. Employees who have an employment relationship with the Carrier on the date of ratification of this Agreement, and who would have been eligible for vacation enhancements, will receive pro rata vacation benefits for the calendar year 2026, subject to the following schedule:

<u>Date of Ratification of Agreement</u>	<u>Pro Rata Benefit</u>
March/ April	4 days
May/June	3 days
July/August	2 days
September/October	1 day

Please acknowledge your agreement by signing in the space provided below.

For Transportation Communications Union:

For BNSF Railway Company:

\_\_\_\_\_  
National Representative

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Vice President, Labor Relations

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General Director, Labor Relations

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### Side Letter No. 6

#### Vacation Progression for Grandfathered Seattle Intermodal Employees

This will confirm our understanding with respect to Article 2, Section 3, of the February 13, 2026 tentative agreement as it relates to employees who worked at the Seattle Intermodal facility for the previous operator prior to January 1, 2014.

It is understood and agreed that the vacation progression set forth in Rule 20-A of the January 1, 2014 BNSF/TCU Seattle Intermodal Insource Agreement will remain in effect and applicable to those employees who are currently covered by that rule.

Please acknowledge your agreement by signing in the space provided below.

For Transportation Communications Union:

For BNSF Railway Company:

\_\_\_\_\_  
National Representative

\_\_\_\_\_  
Vice President, Labor Relations

\_\_\_\_\_  
General Director, Labor Relations