

MEMORANDUM OF AGREEMENT
Between
BNSF RAILWAY
And
SMART-TD

In a joint effort to afford predictable time off to trainmen in unassigned service, the following fatigue mitigation program is agreed to:

The following will apply to trainmen on the designated Extra Boards at locations listed on Attachment A to this Agreement. A work/rest cycle is defined as five (5) consecutive days during which a yardman is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, paid sick leave etc.) or performs work (the work cycle) and two (2) consecutive rest days (the rest cycle). Work/rest cycles will be advertised in three (3) month bid packs unless otherwise agreed to by BNSF and SMART-TD. Bid packs will be re-bulletined every January, April, July, and October.

- 1) BNSF will designate a schedule of rest days for each position on the trainmen's extra board. The primary criterion will be the needs of service. Each extra board rest day position will then be advertised, consistent with rules governing advertisements, and awarded to the senior applicant at the close of the bulletin period. Rest days will commence at midnight on the first day of that particular extra board position (subject to the provisions listed in item #5 of this Agreement).

EXAMPLE 1 – At Terminal A, Sunday through Wednesday are identified as the days of the week with the least demand for extra trainmen. With four extra employees assigned to that extra list, two positions could be assigned Sunday/Monday rest days. The two remaining positions could have Tuesday/Wednesday rest days.

EXAMPLE 2 – Using the same scenario as Example 1, the extra board is increased by two positions. Following an increase to the extra board, the existing positions will be maintained and the two new positions added with one having Sunday/Monday rest days and the other with Tuesday/Wednesday rest days.

EXAMPLE 3 – Using the same scenario as Example 1, the extra board is reduced one position. BNSF will determine which position should be reduced. The employee holding that position will then be entitled to exercise seniority as described in Paragraph 2 of this Agreement.

EXAMPLE 4 – After several additions and subtractions to the board described in Example 1, it is determined that the rest day assignments no longer represent the needs of service. All rest day assignments may be changed. The new positions may be bulletined for the exercise of seniority as provided for in existing Agreements governing assignments of positions at this location.

- 2) Employees who exercise seniority to this extra board after the initial advertisement for each bid pack period may displace to any unfilled position or displace the junior employee assigned to the extra board.
- 3) In order to observe the rest days assigned to one of the positions on this extra board, the employee must hold the position prior to the beginning of the assigned rest days and when a trainman holds the position prior to the beginning of the rest days, they will be entitled the appropriate compensation.
 - a) Any trainman who displaces to a position on this extra board at any time during the assigned rest days will not be entitled to observe the rest days and must be available to be called to work.
 - b) Should that exercise of seniority result in the trainman working 6 or 7 days in that work week, those additional days will be paid at the straight time rate.
- 4) Assignment of regular rest days will not reduce, change, or modify existing Extra Board Guarantee at this location except as follows:
 - a) An extra board trainman who lays off during his assigned work days will have his guarantee reduced by 1/11th of the maximum payroll period guarantee for each “day”, or portion thereof, that they are laid off in that payroll period.
 - b) The term “day” shall remain as currently defined in existing extra board agreement application to this location (e.g. 24 hour period, etc.).
 - c) If an extra board trainman has more than two (2) unpaid layoffs in a pay half, they will forfeit guarantee for that pay half.
- 5) Except in an emergency, no extra board trainman will be called for service within the final eight hours of the last assigned workday of an extra board employee's work week. If an employee is worked into their assigned rest day, the rest time will be automatically extended to the amount necessary to ensure the employee receives 48 consecutive hours of rest.
- 6) Trainman assigned to this extra board who are scheduled to observe a vacation of seven (7) days or more shall be allowed to adjust the start of that vacation to begin upon expiration of their rest cycle.
 - a) Trainman who desires to take advantage of this provision shall utilize the slide options available through workforce hub (or similar technology). Once a trainman returns from a vacation of seven (7) days or more and the trainman wishes to return to their previous rest cycle tum, they will need to indicate such in the workforce hub (or similar technology).

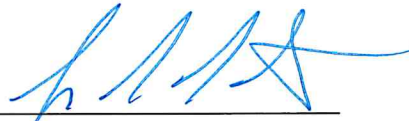
- 7) This Memorandum of Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.

This Agreement shall take effect on _____ and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:



M. Beasley Coke
AVP, Labor Relations



Mike LaPresta
General Chairman, SMART-TD