

## MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

And

SMART-TD

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

The following will apply to trainmen in the locations listed on Attachment A to this Agreement:

1. Trainmen assigned to this pool will be allocated a 6/3 work/rest cycle. A work/rest cycle is defined as six (6) consecutive days during which a trainman may be used for service when rested and available or, paid in lieu of service (PLD's, single-day vacation, compensated company business, etc.) or performs work (the work cycle) and three (3) 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 bulletined to be effective on the first Monday in January, first Monday in April, first Monday in July, and the first Monday in October.
  - 1.1 Trainmen are expected to utilize smart rest if needed to avoid becoming RSIA unavailable during their work cycle.
  - 1.2 When turns need to be added to, or reduced from, this pool board, it will be done in a manner that balances the work/rest cycles.
    - 1.2.1 As an example of the above, if there are 3 turns "A" Rest Cycle; 3 turns with "B" Rest Cycle; 3 turns with "C" Rest Cycle and 4 turns with "D" Rest Cycle; and 1 turn needs to be cut from the pool the extra turn with "D" Rest Cycle would need to be cut. As a result, the junior trainman holding the turn with that rest cycle would be cut from the pool.
2. Unless the trainman elects to not observe all, or a portion of, the rest cycle, mark off for the scheduled rest days will occur automatically at 0900 or upon tie-up from previous duty, whichever is later, on the first scheduled rest day. Markup will occur automatically so that the trainman is available to protect service on duty at 0900 or after on the day following the last scheduled rest day. Trainmen will be removed from and returned to the board based on advance calling times for the terminal.

Example: The calling time for Terminal A is 120 minutes. Trainmen will be removed from the board at 0700 so they are not called for an assignment at 0900 or later. Trainmen will be returned to the board at 0700 so they are available for calls at 0900 or later.

- 2.1 Observed rest cycle days must be consecutive.
  - 2.2 Trainmen who elect to not observe any portion of the rest cycle must select that option in the Workforce Hub (or similar technology) not less than forty-eight (48) hours prior to the beginning of the rest cycle.
  - 2.3 Trainmen who do elect to observe their rest cycle, but may not need to observe all of their rest cycle, may mark up at any point following the first full twenty-four (24) hours of their rest cycle.
  - 2.4 Beginning twenty-four (24) hours before the start of a rest cycle, pool trainmen who are scheduled to begin a rest day may, at their discretion, opt to place to the foot of the board (FOB) at any point prior to reaching first out.
    - 2.4.1 If, due to lack of other manpower, a trainman who has utilized FOB must be used to the AFHT in the twenty-four (24) hours prior to the beginning of their rest cycle, at BNSF's discretion the trainman may be deadheaded home upon arrival at the AFHT if possible. In the event the trainman is required to work into the start of their rest days in this instance only, trainmen will have their rest cycle adjusted to allow for the full three (3) day rest cycle (not less than seventy-two (72) hours off) upon tie-up at the home terminal.
    - 2.4.2 Trainmen who voluntarily choose not to utilize FOB and are used to the AFHT will begin their rest cycle following their tie-up at the home terminal. In order to keep the board in proper rotation, rest cycles will not be extended and will end as scheduled. Trainmen will be allowed to voluntarily work into their rest cycle on the front end as a means to increase their earning potential.
  - 2.5 Trainmen will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.
3. Successful bidders for this 6/3 work/rest service are protected from displacement for the three (3) month bid pack period. No trainman may displace these 6/3 work/rest trainmen unless the trainman meets one of the following criteria:
    - i. The trainman was headquartered at the terminal or outside locations protected by the terminal's trainman's extra board(s) when the bulletin was posted and the trainman is no longer able to hold any other road trainman job at the terminal or outside locations protected by the terminal's trainman's extra board(s).
    - ii. A trainman from a location other than the terminal (or outside location protected by the terminal's trainman's extra board(s)) is unable to hold any other position at the source of supply from which displaced (including outside locations protected by that

source of supply) may displace to one of these 6/3 work/rest positions if they are unable to hold any other road trainman position at the terminal.

- iii. The trainman was unable to access the bulletin for the duration of the bulletin period. In this case the trainman must displace the junior trainman on 6/3 pool.
  - iv. The trainman is displaced from the board as a result of board reduction but is not the junior trainman on the board. In this case the trainman must displace the junior trainman on 6/3 pool.
- 4. Trainmen assigned to this work/rest pool may not bid to another turn on this pool.
  - 5. Trainmen assigned to this rest cycle pool who are scheduled to observe a vacation of seven (7) days or more will be allowed to adjust the start of that vacation to begin upon the expiration of the rest cycle.
    - i. Trainmen who desire to take advantage of this provision shall utilize slide options available through workforce hub (or similar technology). Once trainmen return from vacations of seven (7) days or more and the trainman wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology). If the trainman chooses not to return to their rest cycle turn, they must exercise seniority outside of the 6/3 work/rest service.
  - 6. 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.

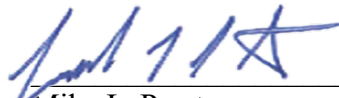
This agreement shall take effect on February 1, 2024, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

For BNSF Railway Company:



Melissa Beasley-Coke  
AVP, Labor Relations

For SMART-TD:



Mike LaPresta  
General Chairman, SMART-TD



Andrea Smith  
General Director, Labor Relations