

**MEMORANDUM OF AGREEMENT
BETWEEN
BNSF RAILWAY
AND
SMART-TD**

This Agreement is between BNSF and SMART-TD. In an effort to create a better work life balance, the parties agree to paid sick days for ground service employees pursuant to the terms below:

1. Each ground service employee working under the jurisdiction of SMART-TD will be provided four (4) days of paid sick time annually.
2. If negotiations stemming from Article VI & VII of the Imposed National Agreement dated December 2, 2022, result in a voluntary ratified agreement, ground service employees working under the jurisdiction of SMART-TD will be granted one (1) additional paid sick day, for a total of five (5) days annually.
3. In addition to the above annual paid sick time, each ground service employee working under the jurisdiction of SMART-TD who meets the qualifying vacation requirements of the April 29, 1949 National Vacation Agreement (as amended), and the qualifying paid personal leave requirements of the respective Crew Consist Agreements (as amended and as updated by Article IV of the imposed December 2, 2022 National Agreement), will be permitted to:
 - a. Annually convert and utilize up to a maximum of three (3) paid personal leave days as paid sick time off; OR
 - b. Annually convert and utilize up to a maximum of three (3) single vacation days as paid sick time off; OR
 - c. Annually convert and utilize up to a maximum combination of up to three (3) personal leave days and single vacation days as paid sick time off; and

Use of paid sick time off will be subject to the reporting requirements of this Agreement as described below. There will be no duplication of payment for the utilization of paid personal leave days/single vacation days converted to and used for paid sick leave.

4. Each ground service employee will be permitted to use paid sick days in a minimum of one (1) day increments. All paid sick days or personal leave days converted into sick time will be compensated at the rate of one (1) basic day at the rate of the last service performed by the ground service employee. Single vacation days that are converted into sick time will be paid in accordance with collective bargaining agreements.
5. Where the use of paid sick days is not foreseeable, ground service employees will continue to mark-off in the manner they do currently and must do so as soon as practicable. If the need for paid sick days is foreseeable (e.g., a doctor's appointment or procedure that is scheduled at least seven (7) days in advance of the absence), the employee's request, if possible, should be made by entering a future layoff request at least seven (7) calendar days in advance of the use of paid sick day(s).

In all instances, the request to use paid sick days will be treated as valid and granted upon the ground service employee's request and will not be counted in daily allocations for single day vacation/personal leave.

6. All paid sick days will be treated as a personal leave day under BNSF's Attendance Policy and will not result in a point deduction; however, paid sick days may not be utilized on holidays recognized under the National Agreements, which currently are:


New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Good Friday	Christmas Eve (the day before Christmas is observed)
Memorial Day	Christmas Day
Fourth of July	New Year's Eve (the day before New Year's Day is observed)
Labor Day	

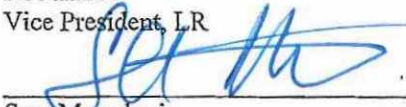
7. If BNSF identifies a possible abuse pattern, and prior to any discipline being issued, the appropriate General Chairman and the General Director of Labor Relations (or their designees) agree to meet and discuss the handling.
8. Unused paid sick days will be paid out as soon as administratively possible after the end of the calendar year, at the applicable rate of pay, or may be contributed by the ground service employee to their 401(k) account.

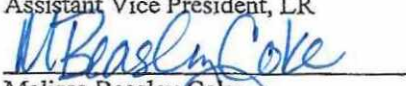
9. The provisions of the paid sick days have no effect on and in no way alter collective bargaining agreement terms regarding paid time off and the application thereof for the employees, including but not limited to the use of paid vacation (National Vacation Agreement and the subsequent amendments thereto), paid personal leave days when not converted and utilized as paid sick leave, paid holidays (National Holiday Agreement and the subsequent amendments thereto), or the Family and Medical and Leave Act (FMLA) and any other laws applicable to the Carrier. An employee shall not be required to first exhaust paid sick leave before using FMLA time off. Short term disability benefits, such as supplemental sickness benefits and off-track vehicle benefits provided through a collective bargaining agreement or disability and job protection benefits that are voluntary and paid for solely by the employee (e.g., Aflac), Railroad Unemployment Insurance Act (RUIA) sickness and unemployment benefits, do not count towards the required leave that must be provided under the provisions of this Agreement. The provisions of the paid sick time have no effect on and in no way alter RUIA or supplemental sickness benefits.


Agreed on: June 12, 2023 and Effective on: June 15, 2023

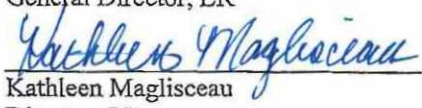
FOR BNSF:


Rob Karov
Vice President, LR

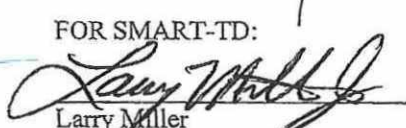

Sam Macedonio
Assistant Vice President, LR

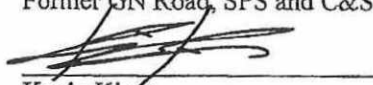

Melissa Beasley Coke
General Director, LR

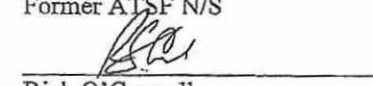

Andrea Smith
General Director, LR

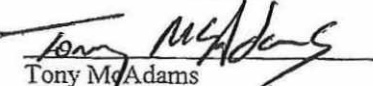

Kathleen Maglisceau
Director, LR

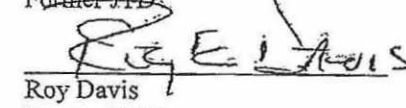
FOR SMART-TD:

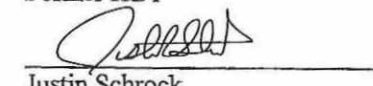

Larry Miller
Former GN Road, SPS and C&S


Kevin Kime
Former ATSF N/S


Rich O'Connell
Former ATSF Coastlines


Tony McAdams
Former JTD


Roy Davis
Former HBT


Justin Schrock
LAJ and former ATSF-E



ROB KAROV
Vice President
Labor Relations

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Side Letter No. 1 – Implementation of the Sick Leave Agreement

Dear General Chairpersons:

During negotiations of the Sick Leave Agreement dated June 12, 2023, the parties discussed the proper number of days to be made available to ground service employees for the remainder of the 2023 calendar year.

It was agreed that for the remainder of the 2023 calendar year, each active ground service employee covered under the Agreement will qualify for two (2) paid sick days, and will also have the ability to convert up to three (3) personal leave days or single vacation days (or combination thereof not to exceed three (3) total converted days) as paid sick time, subject to the terms and conditions of the Sick Leave Agreement, as well as their individual schedule agreement(s). It is also agreed that use of paid sick time cannot be utilized for dates prior to the effective date of the Sick Time Agreement.

Beginning with the 2024 calendar year, each active ground service employee covered under the Sick Time Agreement, will qualify for the full allotment of paid sick days allowed under the terms and conditions of the Agreement.

Should there be any questions or concerns regarding the implementation of this Side Letter, the parties will meet promptly to resolve those issues.

If you agree to the conditions above, please affix your signature:

FOR BNSF:

Rob Karov
Vice President, LR

Sam Macedonio
Assistant Vice President, LR

Melissa Beasley Coke
General Director, LR

FOR SMART-TD:

Larry Miller
Former GN Road, SPS and C&S

Kevin Kime
Former ATSF N/S

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Roy Davis
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