

MEMORANDUM OF AGREEMENT

Between The

BNSF RAILWAY COMPANY

And

SMART-TD (Former ATSF NS)

In an effort to address periods of surplus manpower at specific locations, the Parties agree to the following:

1. Unpaid Service Board

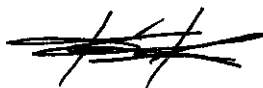
- A. In the event there are surplus trainmen at a location, BNSF may advertise positions for an Unpaid Service Board (USB) that shall be awarded to trainmen in seniority order. Positions will be governed in the following manner:
 - i. Initially the number of positions on the USB will be bulletined. Following the initial bulletining, positions will be filled in accordance with current rules with the exceptions as outlined below. Also, any positions that go “no bid” will not be force-assigned.
 - a. In order to be eligible to obtain a position on a WRU board, the employee must 1) be a “primary recall” employee at the location where the WRU board is being established or 2) for employees not subject to “primary recall,” the employee must have been working at a WRU board location for at least thirty days prior to bidding to be on the list.
 - ii. Positions on the USB will be maintained for a minimum of a seven (7) day hold-down period. Each board change day, the number of positions on the USB may be adjusted consistent with manpower needs at that location. Should the number of positions on the USB be reduced, the junior trainmen on the USB will be cut.
 - iii. Trainmen who are assigned a position on the USB will be protected from displacement for the entirety of their tenure on the USB. Following their initial seven (7) days on the USB, trainmen may voluntarily bid off the USB. Once a position on the USB is voluntarily vacated, that position will remain vacant until the following board change day, at which point BNSF will have the option of eliminating or filling that position.
- B. While on the USB, trainmen are not subject to call.
- C. Trainmen may choose to utilize compensated leave time (e.g. vacation, PLDs) while on the USB.

- D. Health & Welfare Benefits will be maintained under the National Plan for the duration of time the trainman is on the USB.
- E. All days on the USB, up to a maximum of sixty (60) days, will be counted as a qualifying day for personal leave purposes.
- F. All days on the USB, up to a maximum of sixty (60) days, will count toward vacation qualification for the following year, but without the benefit of the 1.3 or 1.6 multiplier (e.g., 60 days on the USB with no working trip would count as 60 days toward vacation qualification).
- G. BNSF agrees that no USB positions will be offered to engineers unless they are also offered to trainmen.

This agreement shall take effect on **January 8, 2024**. Either Party may cancel this pilot by giving 15 days' advanced written notice to the other Party.

For BNSF Railway Company:

For SMART-TD:



M. Beasley Coke
AVP Labor Relations

K.D. Kime
General Chairman, SMART-TD