

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

The parties agree to paid sick days for ground service employees working under the jurisdiction of SMART-TD per 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 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 employee will be permitted to use paid sick time in a minimum of one (1) day increments. All paid sick time 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 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 leave is not foreseeable, 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 leave 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 leave. In all instances, the request to use paid sick leave will be treated as valid and granted upon the 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 proper handling.
8. Unused paid sick time will be paid out at the end of the calendar year, at the applicable rate of pay, or may be contributed by the employee to their 401(k) account.
9. The provisions of the paid sick time 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: \_\_\_\_\_

FOR BNSF:

Rob Karov

Sam Macedonio

Melissa Beasley Coke

FOR SMART-TD:

Roy Davis

Kevin Kime

Mike LaPresta

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Andrea Smith

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Tony McAdams

Kathleen Maglisceau

Larry Miller

Rich O'Connell

Justin Schrock

Scott Swiatek