

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:

1. Designated Extra Boards at locations listed on Attachment A to this Agreement will be allocated a 6/3 work/rest cycle. A work/rest cycle is defined as six (6) consecutive days during which a trainman is available for service, 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 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 on or after 0900 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.
 - 1.2 When turns need to be added to, or reduced from, this extra 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 extra board, 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 extra board.
2. Observed rest cycle days are optional but observed days must be consecutive.
 - 2.1 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.

- 2.2 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.
- 2.3 Beginning twenty-four (24) hours before the start of a rest cycle, trainmen who are scheduled to begin a rest cycle will be used, when feasible pursuant to BNSF's business needs, on assignments that are scheduled to tie up at the home terminal.
 - 2.3.1 Beginning twenty-four (24) hours before the beginning of their rest cycle, when a trainman on this extra board becomes first out, they may be run around by trainmen following that employee on the extra board if it is determined by Workforce Management that the first-out trainman could be used in service described in paragraph 2.3 of this Agreement at a later time but before the expiration of the final twenty-four (24) hours of the work cycle. Once the trainman being held first out is run around by a following trainman, the first-out trainman may only be used in service described in paragraph 2.3 of this Agreement and may not be used in regular service. When runarounds occur as described in this paragraph, there shall be no runaround penalties due for any trainman.
 - 2.3.2 In the event trainmen are required to work into the start of their rest days due to manpower needs, trainmen will begin their rest cycle upon tie-up at the home terminal and 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.

3. Guarantee Offsets:

- 3.1 Trainmen shall have their guarantee reduced by one guarantee day for each rest day, or partial rest day, observed.
- 3.2 Trainmen are expected to utilize Smart Rest in order to ensure that they do not become unavailable during their work cycle as a result of consecutive starts under RSIA. Failure to properly utilize Smart Rest as identified and becoming unavailable as a result of RSIA will result in forfeiture of guarantee for that pay half.
 - 3.2.1 Use of Smart Rest will not result in a deduction of guarantee so long as the trainman protects their next tour of duty in keeping with current RSIA agreements.
- 3.3 Any trainman who has more than two (2) unpaid layoffs outside of their rest days in a pay half (each twenty-four (24) hour period counts a separate layoff event in this context) will forfeit guarantee for that pay half.
- 3.4 Any trainman who observes a paid layoff during their work cycle will have their guarantee offset by 1/15th or 1/16th.

3.5 Trainmen will not be allowed to book any other additional rest (i.e., 12 or 14 hours) at the home terminal.

4. Trainmen exercising displacement rights to this guaranteed extra board will be handled under existing rules with regards to guarantee eligibility.
5. Trainmen exercising displacement rights, or being force assigned to this guaranteed extra board, must place to an open position if there is one. Otherwise, they must displace the junior trainman on the extra board.
6. Trainmen assigned to this extra board may not bid to another turn on this extra board.
7. Trainmen 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 the expiration of their rest cycle.

7.1 Trainmen who desire to take advantage of this provision shall utilize 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 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.

8. 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 **March 5, 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:

For SMART-TD

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