

MEMORANDUM OF AGREEMENT

Between

BNSF RAILWAY

& SMART-TD

In a joint effort to provide more predictable time off to yardmen in unassigned service, the following fatigue mitigation pilot is agreed to:

The following will apply to yardmen on the yard extra board locations listed on Attachment A to this Agreement who will be allocated a 5/2 work/rest cycle. A work/rest cycle is defined as five (5) consecutive days during which a yardman is available for service, paid in lieu of service (PLD's, single-day vacation, compensated company business, paid sick leave etc.) or performs work (the work cycle) and two (2) 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) BNSF will designate a schedule of rest days for each position on the switchmen's extra board at locations listed on Attachment A. The primary criterion will be the needs of service. Each extra board rest day position will then be advertised, consistent with rules governing advertisements, and awarded to the senior applicant at the close of the bulletin period. Rest days will commence at midnight on the first day of that particular extra board position (subject to the provisions listed in item #5 of this Agreement)

EXAMPLE 1 – At Terminal A, Sunday through Wednesday are identified as the days of the week with the least demand for extra switchmen. With four extra employees assigned to that extra list, two positions could be assigned Sunday/Monday rest days. The two remaining positions could have Tuesday/Wednesday rest days.

EXAMPLE 2 – Using the same scenario as Example 1, the extra board is increased by two positions. Following an increase to the extra board, the existing positions will be maintained, and the two new positions added with one having Sunday/Monday rest days and the other with Tuesday/Wednesday rest days.

EXAMPLE 3 – Using the same scenario as Example 1, the extra board is reduced one position. BNSF will determine which position should be reduced. The employee holding that position will then be entitled to exercise seniority as described in Paragraph 2 of this Agreement.

EXAMPLE 4 – After several additions and subtractions to the board described in Example 1, it is determined that the rest day assignments no longer represent the needs of service. All rest day assignments may be changed. The new positions may be bulletined for the exercise of seniority as provided for in existing Agreements governing

assignments of positions at this location.

- 2) Employees who exercise seniority to this extra board after the initial advertisement may displace to any unfilled position or displace the junior employee assigned to the extra board.
- 3) In order to observe the rest days assigned to one of the positions on this extra board, the employee must hold the position prior to the beginning of the assigned rest days and when a switchman holds the position prior to the beginning of the rest days, they will be entitled the appropriate compensation.
 - a) Any switchman who displaces to a position on this extra board at any time during the assigned rest days will not be entitled to observe the rest days and must be available to be called to work. If that exercise of seniority results in the switchman working 6 or 7 days in that work week, these days will be paid at the straight time rate, except when they begin a second shift within 22 ½ hours.
- 4) Assignment of regular rest days will not reduce, change, or modify existing Yardmen's Extra Board Guarantee at this location except as follows:
 - a) An extra board switchman who lays off during his assigned workdays will have his guarantee reduced by 1/15th of the maximum payroll period guarantee for each "day", or portion thereof, that they are laid off in that payroll period.
 - b) The term "day" shall remain as currently defined in existing extra board agreement application to this location (e.g. 24-hour period, etc.).
 - c) If an extra board switchman has more than two (2) unpaid layoffs in a pay half, they will forfeit guarantee for that pay half.
- 5) Except in an emergency, no extra board switchman will be called for service within the final eight hours of the last assigned workday of an extra board employee's work week.
- 6) Switchman 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 expiration of their rest cycle.
 - a) Switchman who desires to take advantage of this provision shall utilize the slide options available through workforce hub (or similar technology). Once a switchman returns from a vacation of seven (7) days or more and the switchman wishes to return to their previous rest cycle turn, they will need to indicate such in the workforce hub (or similar technology).
- 7) 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.

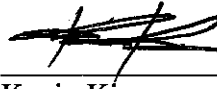
This agreement shall take effect on **March 25, 2024**

For BNSF Railway Company:

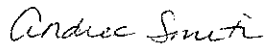
For SMART-TD



Melissa Beasley Coke
AVP, Labor Relations



Kevin Kime
General Chairman, SMART-TD



Andrea Smith
General Director, Labor Relations