

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. The Ft. Madison, IA combination extra board (currently board 6) 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.
 - 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. The (3) rest cycle days are optional, but observed days must be consecutive.
 - 2.1 Trainmen who elect to observe any portion of the rest cycle must select that option in the Workforce Hub (or similar technology) not less than twelve (12) hours prior to the beginning of the rest cycle.
 - 2.2 Trainmen who 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 so that their RSIA starts will reset.

2.3 Other than as outlined below, beginning twenty-four (24) hours before the start of a rest cycle (the “Red Zone”), trainmen who are scheduled to begin a rest cycle will be used on assignments that are scheduled to tie up at the home terminal.

2.3.1 Beginning twenty-four (24) hours before the start of their rest cycle, when a trainman becomes first out, they will be run around by trainmen following that employee on the extra board, without penalty for any trainman, to be used on assignments that are scheduled to tie up at the home terminal.

2.3.2 Red zone trainman will be handled in accordance with the June 2, 2025 LOU.

2.3.3 Once technology is available, trainmen may elect to bypass runaround as contemplated in subsection 2.3.1 but must do so in the Workforce Hub (or similar technology). In that case, the trainman will be called first-in, first-out on the extra board and may operate to the away-from-home terminal.

2.3.4 In the event a trainman is 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 cycle (not less than seventy-two (72) hours off upon tie-up at the home terminal). If the trainman has elected to take less than the full three (3) days off, their rest cycle will be adjusted to allow for the full time of the rest period selected by the trainman.

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

3. Guarantee Offsets:

3.1 All compensation earned by a trainman while on-duty and under pay with the exception of the CA Codes designated on Attachment A will be used to offset guarantee. Any monies earned from penalties that occur while off-duty continue to be paid over and above guarantee.

3.2 Trainmen shall not have their guarantee reduced for observing their rest days.

3.3 Any trainman who has an unpaid layoff (with the exception of EDO) during their work cycle will forfeit guarantee for that pay half.

3.3.1 Earned Day Off (EDO) will offset guarantee by 1/10th.

3.4 Any trainman who observes a paid layoff during work cycle will have their guarantee offset by 1/10th.

3.5 Employees on these extra boards will not be allowed to utilize smart rest.

3.5.1 Any employee who becomes RSIA unavailable as a result of the above will not have their guarantee reduced or forfeited as a result.

4. Trainmen exercising displacement rights to this guaranteed extra board will be handled under existing rules with regard 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.

Should any issues arise in connection with this pilot, the Parties agree to meet and discuss any changes that need to be made. No cancellation notice by either Party may be served prior to sixty (60) days from start of the pilot. If served, parties will meet within seven (7) days of the notice. If no resolution can be reached, the pilot will be cancelled five (5) days following the meeting. If cancelled, the board will return to the rest cycle assigned to their board previous to this pilot agreement.

Effective: March 16, 2026

For BNSF Railway Company:



Melissa Beasley Coke
AVP, Labor Relations

For SMART-TD



S. Swiatek
General Chairperson, SMART-TD

Side Letter No. 1

In accordance with Section 3.1, all claimable arbitrary/penalty payments outside of those indicated on Attachment A will be used to offset guarantee. The parties shall meet during the pilot process to revise the CA codes listed in Attachment A as warranted.

Attachment A

Claimable Codes

43
50
81 (Cashed-In PLD)
84
85
89
A9
AL (Cashed-in ALD)
AP
BD
CA (Carry-Over ALD)
CO (Carry-Over PLD)
MC
MR
ND
PE
RD
TC

Non-Claimable Codes

32
81 (Observed PLD)
AL (Observed ALD)
EB
EL
EV
S2
S3
S4