

**Memorandum of Agreement
Between
BNSF Railway
and
The United Transportation Union (HTB)**

1. Extra Board employees who have had starts on four (4) or five (5) consecutive days will be allowed to extend rest time on the fifth (5th) or sixth (6th) consecutive calendar day in order to avoid being placed on duty prior to 12:01 a.m. of the next following calendar day; provided that the employee has not commenced a start on that fifth (5th) or sixth (6th) consecutive calendar day (“Smart Rest”).
 - 1.1 BNSF shall grant the employee’s request to exercise the “Smart Rest” option, subject to all of the conditions of the above-paragraph being satisfied.
 - 1.2 Employees desiring “Smart Rest” must advise the proper authority of that fact immediately upon release from the previous tour of duty, and that decision is irrevocable.
 - 1.3 Unavailability due to utilizing “Smart Rest” in compliance with this Agreement shall not be utilized to offset any guarantee.
 - 1.3.1 For example, an employee has had starts on 3 consecutive days, is then called on duty at 2300 on the 4th consecutive day and is relieved from duty at 0700 on the 5th consecutive day. This individual would then be rested at 1700 on the 5th consecutive day. That employee would be allowed to exercise the “Smart Rest” option in order to avoid making a start on the 5th consecutive day. While the employee was unavailable to go on duty after 1700 until 0001 the following calendar day, so long as the provisions of Section 1.4 are satisfied, there shall be no offset of guarantee for this unavailable time under “Smart Rest.”
 - 1.4 Provided that the individual observing “Smart Rest” works the next available tour of duty, which must be prior to any observed rest cycle or rest day, unavailability pursuant to the terms of this Section shall not be considered, in any manner, when calculating availability under the terms of any availability policy or attendance guidelines.
 - 1.4.1 If the employee does not work the next available tour of duty, all time in excess of 10-hours from the previous tie-up shall count as an absence for availability purposes and guarantee shall be appropriately offset.

- 1.4.2 An individual subject to guarantee who exercises the “Smart Rest” option and is displaced prior to commencing a start on the following calendar day shall not be considered “unavailable” or subject to guarantee offset so long as that individual has a start on that following calendar day.

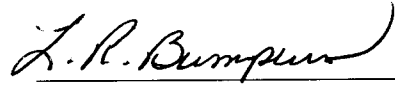
This agreement will become effective on **April 16, 2010**, and may be cancelled by the service of a 10 day written notice of intent to cancel by either party upon the other.

For the Carrier:

For the Organization:



Melissa Beasley
Director Labor Relations



L.R. Bumpurs
General Chairman UTU (HBT)