



SALVATORE MACEDONIO
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Labor Relations

BNSF RAILWAY COMPANY
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May 27, 2022

Mr. Rob Cunningham
General Chairman, BLET
101 North Beverly Street
Crowley, TX 76036

Mr. Kent Psota
General Chairman, BLET
215 West Oak Street, Suite 500
Fort Collins, CO 80521

Mr. Troy Martin
General Chairman, BLET
2415 Line Avenue
Amarillo, TX 79106

Mr. Jeff Thurman
General Chairman, BLET
PO Box 118587
Carrollton, TX 75011

Gentlemen,

The following is based on our discussions to offer a vacation “buy-back” option to TYE employees who currently have week-long vacation time scheduled between June 6th and August 14th, 2022. Eligible employees may elect to receive payment for their vacation plus a bonus incentive payment of an additional \$2,500 (for each week), over and above the vacation rate of pay, in lieu of observing their scheduled week(s) of vacation.

For eligible employees electing to participate in this vacation “buy-back” opportunity, the following terms will apply:

- A) BNSF Workforce Management (WFM) will review and approve requests based on the needs of service at each specified location; requests will be approved in seniority order.
- B) Weekly vacation allocation slots that are vacated by eligible employees accepting the terms of this offer will not be backfilled or added back into the allocations.
- C) Employees will receive the payment in lieu of vacation on their regular paycheck during the pay half WFM approves the buy-back of their scheduled week(s) of vacation.

Example: On June 3rd, WFM approves Engineer Jones’ request to sell their week of vacation that is scheduled to start on June 20th, 2022. Engineer Jones would receive seven (7) days of in-lieu-of-vacation pay on the first pay half of their June paycheck (in addition to any working pay earned).

- D) Employees will receive the \$2,500 bonus incentive payment in their regular paycheck during the half following the originally scheduled week of vacation time sold.

Example: On June 3rd, WFM approves Engineer Jones’ request to sell their week of vacation that is scheduled to start on June 20th, 2022 (ending on June 27th, 2022). Engineer Jones would receive the \$2,500 bonus incentive payment on the second pay half of their June paycheck subject to the provisions listed in Item D below (in addition to any working pay earned).

- E) Employees who accept the vacation buy-back offer will be expected to remain marked up and available during the entirety of the originally scheduled vacation period. If an employee lays off (either compensated or uncompensated) during the originally scheduled vacation period, they will forfeit the \$2,500 bonus incentive payment.

NOTE 1: RSIA unavailable time, smart rest and booked rest will not be considered a layoff for the purpose of this forfeiture provision.

NOTE 2: This forfeiture provision will have no impact on the normal payment made for the in-lieu-of-vacation payment and will only impact the \$2,500 bonus incentive payment.

- F) Employees who wish to participate in this offer must provide written notice of their intent by emailing OPRDLWorkforce@BNSF.com with "VACATION BUY BACK" in the subject line and the week(s) of vacation they wish to sell in the content of the email.
- G) Requests to participate in this offer will be considered beginning June 1st and closing on June 12th, 2022. Each employee who submits a request will receive written notification from BNSF (via email) of their approval or denial of their submitted request(s) no later than June 19, 2022.

This Letter of Understanding reflects and effort to establish mutually acceptable terms, on a non-referrable basis. This LOU shall not be construed as an express or implied admission regarding either Party's rights or lack thereof under the Railway Labor Act, or the arbitrability of any dispute. Moreover, this LOU is without prejudice to any position that either Party may take in any matter, dispute, case, action, or other proceeding of any kind, including any future matter or negotiation of any kind, except an action to enforce this LOU.

If you agree to the above provisions, please indicate by signing in the space provided below.

This Letter of Understanding will become effective on May 27, 2022 and the provisions contained herein will automatically expire at 0001 on August 15, 2022.

Sincerely,



Sam Macedonio
AVP, BNSF Labor Relations

SM/TJB



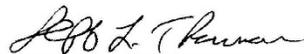
Robby Cunningham
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