

**AGREEMENT BETWEEN
BNSF RAILWAY COMPANY
AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

This Agreement is between BNSF (BNSF or the Carrier) and the International Association of Machinists and Aerospace Workers (IAMAW). In an effort to modernize agreements and create a better work life balance, the parties agree to paid sick days for employees covered by the September 1, 2013 Agreement between BNSF and IAMAW, pursuant to the terms below.

Effective January 1, 2023 and continuing on an annual calendar year basis each year thereafter, each employee will be provided four (4) days of paid sick time per year. In addition to the annual paid sick time, each Employee who meets the qualifying vacation requirements of Article X of the December 11, 1981 National Agreement and the qualifying paid personal leave requirements of Article IV of the November 5, 2022 National Agreement, shall be permitted to annually convert and utilize up to a maximum of three (3) paid personal leave days per year as paid sick time off. Employees that convert and utilize paid personal leave days as paid sick time off will be subject to the reporting requirements of this agreement as described below. There will be no duplication of payment for the utilization of paid personal leave days converted to and used for paid sick leave.

Each Employee shall be permitted to use paid sick time in a minimum one (1) day increments. All paid sick time shall be paid at the respective straight time hourly rate of pay of the position currently held by the Employee (but no greater than the rate of pay for a Personal Leave Day). If the Employee is unassigned at the time of use of paid sick time, the paid sick time off shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated (but no greater than the rate of pay for a Personal Leave Day).

Employees must report to their appropriate available ranking personnel their use of paid sick time at the time of mark-off, or if that is not possible then as soon as practicable, in all instances where the use of paid sick leave was not foreseeable. However, an Employee's request must be made at least seven (7) calendar days in advance of the use of paid sick leave, when the need for such paid sick leave is foreseeable. Reporting shall be made by the Employee orally (e.g., via telephone) or in writing (e.g., email or text message), except for instances of the Employee's physical incapacity or other emergent conditions that do not permit the timely reporting. Requests to use paid sick time will be granted subject to certain conditions described in the paragraph below, and such granting will be communicated by the carrier to the Employee either verbally or in writing (e.g., via email or text message) as soon as is practicable. BNSF may require an Employee to provide a note from a healthcare provider to document the need of paid sick leave. Unused paid sick time will be cashed out at the end of the year at the employee's straight time hourly rate of the position currently held by the employee.

Paid sick time absences will be handled in accordance with BNSF's attendance policy in effect at the time of the absence. Employees who are dismissed or suspended from service but whose discipline is subsequently removed or overturned through arbitration, voluntary settlement, or other means, shall receive pay for paid sick time lost, to the extent applicable. The employee will be provided paid sick time, as set forth herein, to be used in the year of reinstatement that the Employee would have otherwise received if not for such improper discipline, to the extent applicable. In the

event of the death of the Employee, payment of all unused accumulated paid sick time will be issued to the estate of the Employee.

The provisions of the paid sick time have no effect on and in no way alter collective bargaining agreement terms regarding paid time off and the application thereof for the Employees, including but not limited to the use of paid vacation (National Vacation Agreement and the subsequent amendments thereto), paid personal leave days when not converted and utilized as paid sickleave, paid holidays (National Holiday Agreement and the subsequent amendments thereto), or the Family and Medical and Leave Act (FMLA) and any other laws applicable to the carrier. An Employee will not be required to first exhaust paid sick leave before using FMLA time off. Short term disability benefits, such as supplemental sickness benefits and off-track vehicle benefits provided through a collective bargaining agreement or disability and job protection benefits that are voluntary and paid for solely by the employee (e.g., Aflac), Railroad Unemployment Insurance Act (RUIA) sickness and unemployment benefits, do not count towards the required leave that must be provided under the provisions of this Agreement. The provisions of the paid sick time have no effect on and in no way alter RUIA or supplemental sickness benefits.

AGREED, this 6th day of March 2023.

FOR BNSF Railway:

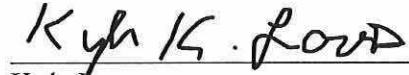


Rob Karov
Vice President, Labor Relations



Derek Cargill
General Director, Labor Relations

**FOR International Association of Machinists
and Aerospace Workers:**



Kyle Loos
President Directing General Chairman



Kenneth Krause
Lead General Chairman

On behalf of, and with agreement from the
following IAMAW General Chairmen:

John Denny, Juan Estrada, Jason Gibbs,
Heath Jacobs, Joshua Cox