

**Memorandum of Agreement  
Between  
BNSF Railway Company  
and  
SMART-TD**

In a joint effort to increase fluidity in Los Angeles, California, the Parties agree to amend agreements governing operations in the Los Angeles on a 90-day pilot basis, only to the extent outlined below:

**1. Shuttle/Transfer Jobs**

BNSF may establish foreman-only shuttle/transfer jobs as follows:

- A. These Shuttle/Transfer jobs may have assigned on-duty times or be called on an “as-needed” basis within the regular yard starting time brackets by BNSF off the guaranteed switchman’s extra board.
  
- B. Shuttle/Transfer foremen will be compensated on the basis of \$444.598 for a basic day, with overtime after eight (8) hours.
  - a. The rate provided for above is subject to all subsequent general wage increases and COLA adjustments.
    - i. Air pay, ETD pay and HO pay are made part of the basic daily rate and are not due these shuttle/transfer positions.
  
  - b. For every working start, Shuttle/Transfer Foremen will receive an “in-lieu of” meal payment of \$53.35 (12 miles). This payment is subject to all future GWIs and COLAs.
    - i. In exchange for the above payment, BNSF is relieved of the responsibility to instruct crews to observe a meal period.
  
    - ii. The above payment does not restrict crews from observing a 20-minute meal period as their duties permit; or from requesting transportation from a supervisor if work responsibilities allow such.
  
  - c. The Holiday Rule will apply to Shuttle Assignments.
  
  - d. Personal leave days will be paid at the basic daily rate of this Shuttle assignment.

C. Los Angeles shuttle/transfer positions shall not be required to perform general yard switching. The intent of the Parties is that these positions will perform the work necessary to put trains together and put trains away, including but not limited to:

- Transfer trains and/or intact blocks of cars between (and within) the expanded Los Angeles terminal, to and including Prado Dam.
  - Deliver trains and/or intact blocks of cars to/from industry locations including servicing of industries within the amount of moves set forth below.
  - Handle locomotives, including making up/breaking up engine consists, including distributed (DP) power.
  - Air tests in connections with their own assignments.
  - Double inbound/outbound cars to/from the arrival/departure track at any location within switching limits, provided that no track other than the arrival/departure track may be entered more than one time.
  - Reposition weight restricted (for train compliance), and/or hazardous material cars in a train, transfer or interchange cut they are handling in order to comply with train placement restrictions.
  - Set out defective (bad order) cars from train, empties, transfer or interchange cuts they are handling.
  - Cut necessary crossings in connection with traffic being handled in their service.
- a. In the event there is a dispute regarding the nature of the work assigned to these positions, the Local Chairman shall meet with the Division General Manager to resolve the issue. In the event the issue cannot be resolved on the Division, the matter shall be referred to the General Chairman for handling with the BNSF Labor Relations.

D. Yardmen working in this service will report for duty at the bulletined time. When not rested, the assigned crew will report for service on their rest up to two (2) hours beyond the bulletined start time under the following provisions:

- a. The assigned crew must notify the dispatcher daily when they have reached the 10-hour on duty mark.
- b. If the assigned crew, through no fault of their own, is not rested within two (2) hours of the assigned bulletin time they will not be required to report for service on that scheduled workday and will be compensated as if they had been.

- c. If the assigned crew, through no fault of their own, is not rested for the assigned start time of the assignment for a second consecutive day; they will not be required to report for service and will be compensated as if they had been.
- d. If the provisions of D(a) are not met, the assigned crew will be required to protect and no additional compensation outside of the prevailing CBA will be due.

Except as provided above, all agreements, understandings, practices and interpretations associated with the Coastlines Yardmen's Agreement remain unchanged.

This pilot will become effective on August 14, 2024. Following the initial 90 days, this Agreement may be cancelled by either Party with a thirty (30) day notice on the other, however, it is further understood that the Parties commit to meet before a notice of cancellation is served by any Party signatory to the Agreement.

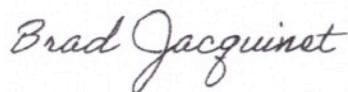
For BNSF:



Melissa Beasley Coke  
AVP Labor Relations



Andrea Smith  
General Director Labor Relations



Brad Jacquinet  
Director Labor Relations

For SMART-TD:



Rich O'Connell  
General Chairman



Asa Fuller  
Local Chairman