

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

In a joint effort to increase fluidity in the Barstow yard, the parties agree to amend agreements governing operations in the Barstow yard on a 120-day pilot basis only to the below extent:

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.
 - 1. If extra shuttles are called within the same time frame on five (5) out of seven (7) days, BNSF will bulletin a regular job and work it for at least one (1) calendar work week (e.g. 7 days).
- B. Shuttle/Transfer foremen will be compensated on the basis of \$425.45 for a basic day, with overtime after eight (8) hours.
 - 1. The rate provided for above is subject to all subsequent general wage increases and COLA adjustments.
 - a. So-called “entry rates” or “rate progression” provisions will not apply to these shuttle/transfer positions.
 - b. Air pay, ETD pay and HO pay are made part of the basic daily rate and are not due these shuttle/transfer positions.
 - c. For every working start Shuttle/Transfer Foremen will receive an “in-lieu of” meal payment of \$51.05 (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 twenty-minute meal period as their duties permit; or from requesting transportation from a supervisor if work responsibilities allow such.
 - 2. The Holiday Rule will apply to Shuttle Assignments.
 - 3. Personal leave days will be paid at the basic daily rate of this Shuttle assignment.

SMART-TD Barstow Shuttle

- C. Barstow 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 locations within switching limits and up to and including Troy (MP 724.3) on the Needles Subdivision, including interchange to and/or from connecting carriers and switching companies.
 - 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 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, transfer or interchange cuts they are handling.
 - Cut necessary crossings in connection with traffic being handled in their service.
1. 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.
 2. These shuttle jobs will not be used to perform hours-of-service relief (HOSR) outside of general switching limits.
- 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:
1. The assigned crew must notify the dispatcher daily when they have reached the 10-hour on duty mark.
 2. 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.

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.

3. If the provisions of D(1) 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 **October 16, 2023**. Following the initial 120 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:

For SMART-TD:



S. Macedonio
AVP Labor Relations

R. O'Connell
General Chairman



M. Beasley Coke
General Director Labor Relations

Local Chairman