

**Memorandum of Understanding**  
**Between**  
**BNSF Railway**  
**And**  
**United Transportation Union**

Both Parties fully understand the continuing need for identifying / reducing risk and promoting a safer workplace. This understanding, made in accordance with Part II, Article V, of the 2002 Alternative Handling and Safety Participation Agreement, establishes a new structured environment based on peer-to-peer interaction, evaluation, and communication. In order to have the necessary credibility, it is paramount that initiatives such as this be employee driven, with the full support of local supervision. We mutually understand and agree that there must be consideration for other labor organizations in this initiative and we commit to working with them to ensure a positive and productive process.

Therefore it is agreed:

At any crew base location where BNSF desires to implement this formalized peer-to-peer process or "Behavior Accident Prevention Process" (BAPP), the appropriate General Manager will contact the UTU Local Chairman or Chairmen who hold jurisdiction at that location to discuss establishing this process. It is understood that the Organization's participation is optional. At any location where the parties agree to implement the BAPP process, the following conditions and guidelines will apply:

**Article 1 - Establishment and Structure**

**The Selection Committee**

A Selection Committee consisting of an equal number of organizational and management representatives will first be established to select the Steering Committee, which will be comprised entirely of organizational members.

The Carrier will identify a local BNSF officer (Management Sponsor) at each location who will support and oversee the activities of the Steering Committee.

The UTU members of the Selection Committee will be determined by the involved UTU Local. In the event there is more than one UTU Local involved at a location, each UTU Local will have equal representation on the Selection Committee.

**The Composition of the Steering Committee**

The Selection Committee will determine the total number of Steering Committee members with each participating Local having at least one representative.

The labor caucus *may* provide for a management member or members at their sole discretion.

### **The Role and Responsibilities of the Steering Committee**

The Steering Committee will appoint a full-time BAPP Facilitator (and/or part-time where appropriate) from its members, on an equal, rotating basis between the involved organizations (possibly annually). The craft from which the first Facilitator is selected will be determined by mutual agreement or by drawing of lots.

The Steering Committee will also develop, design and implement the peer-to-peer process (BAPP) that meets the needs at the location.

These roles and responsibilities of the Steering Committee are subject to modification by the Steering Committee and the Management Sponsor based upon local requirements.

### **The Role and Responsibilities of the BAPP Facilitator**

The full-time BAPP Facilitator will Chair the Steering Committee and coordinate the BAPP process. He/She will also be responsible for coordinating the efforts of the Steering Committee and will be the liaison between BAPP, the Safety Coordinator, the Safety Manager, and the Management Sponsor. Although we will strive for consistency it must be understood that these Committees will have latitude to develop processes unique to their particular locations and situations.

### **Article 2 - Compensation**

A full-time Facilitator will be paid on a salaried basis based on his highest six months of earnings during the previous calendar year (excluding lump sums and any extraordinary payments).

Employees participating in BAPP on a less than full-time basis will be paid at a minimum of a basic day at the straight time rate of the last service performed or compensated for lost earnings if required to layoff and miss a work opportunity to do so. An extra board employee who participates in this peer-to-peer process will be paid lost earnings for the service he would have performed had he remained in the rotation of the extra board.

### **Article 3 – Confidentiality**

In order to give the employees the utmost confidence in the integrity of the BAPP Program, the chain of custody of any and all data collected will be strictly confined within the BAPP structure by the labor members. All data sheets will be



submitted to the Facilitator, entered into the peer-to-peer database and destroyed. Observation reports and database results will be completely anonymous and only be used as determined by the Steering Committee.

BAPP Facilitators will not be called to testify or otherwise furnish evidence in a formal investigation based on observations they made, observations they received, data they collected, or conclusions they reached while working as a BAPP Facilitator.

#### Article 4 – Disputes

In the event that a dispute arises concerning this Agreement and the local parties are unable to resolve the dispute, the UTU General Chairman may request a conference with the appropriate General Manager. If the issue is not resolved by them, the matter may be progressed as a grievance under the terms of the applicable collective bargaining agreement and the Railway Labor Act.

#### Article 5 - Savings Clause

This Agreement is made without prejudice to either party's right to exercise any other rights or prerogatives that it may possess. Except in connection with efforts to enforce any aspect of this Agreement, the existence of this Agreement shall not constitute evidence of a course of dealing or past practice, and shall not be cited or referred to in any other case or controversy to support any argument that either party has a duty to bargain over any particular subject matter.


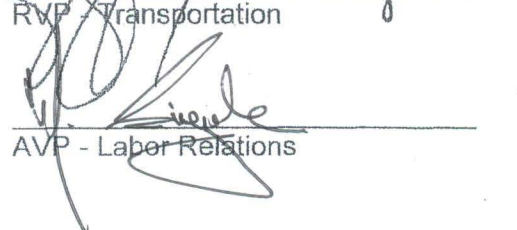
#### Article 6 – Cancellation Clause

This Agreement will become effective this 16<sup>th</sup> day of February, 2012 and will continue in effect thereafter, subject to a ten (10) day cancellation notice served by either party upon the other.

For the United Transportation Union:

  
General Chairman - UTU

For BNSF Railway:

  
RVP - Transportation  
  
AVP - Labor Relations