

**Memorandum of Agreement
Between
BNSF Railway Company
And the
United Transportation Union
(General Committee GO-001)**

The Parties recognize that the complicated physical plant characteristics of yards, industries, and main-line road territories will at times, present a need to provide assistance or "mentoring" to newly-promoted and/or otherwise unfamiliar employees who may be working in any and all crafts covered by UTU Agreements. The Parties also recognize that future new technologies and/or FRA regulations have the potential to create similar needs for such mentoring.

It is therefore agreed:

1. SELECTION

- 1.1. Where the parties mutually agree that there is a need for Mentors, the UTU Local Chairman or Chairmen will provide a list of Mentor Candidates from which the General Chairman (or his designee) and the Division General Manager (or his designee) will, by mutual agreement, select the number of Mentors desired. Both parties will ensure that the best possible candidate(s) for the position will be selected.
- 1.2. Once selected, Mentors will not be disqualified except for bona fide reasons, and only after the General Chairman and General Manager have met and discussed the reasons for removal.
- 1.3. Mentors wishing to voluntarily relinquish their Mentor position may do so with the service of a 5-day advance notice. Once relinquished, such employees will not again be considered for a Mentor position for a period of 6 months.
- 1.4. The number of full time Mentors will be determined by the Carrier. Full time Mentors will be assigned on the basis of their relative ground-service seniority ranking.
- 1.5. Part-time Mentors will be used as needed and called from a rotational board on a first-in, first-out basis.
- 1.6. If available, the UTU Training Coordinator will help identify employees needing mentoring and will facilitate the assignment of Mentors to those employees.

2. COMPENSATION

- 2.1. A full-time Mentor will be paid on a salary basis, ensuring that he/she experiences no loss of earnings compared to what he/she earned in scheduled service during his/her highest paid six months of the previous calendar year. Lump sum payments and any other unusual payments received during the six months shall be approximately factored into his/her salary to prevent a windfall either to the employee or the company. Service as a Mentor shall not deprive the employee of any element he/she would have received had he/she remained in typical scheduled service. All normal employment benefits which the employee would have received will remain in place on the same basis.
- 2.2. Part-time Mentors will be paid the daily equivalent of the salary referenced above for each tour of duty, or actual lost earnings, whichever is greater.

3. TRAINING AND EXPENSES

- 3.1. From time to time, Mentors may be required to receive information from, or participate in program design with, members of the Technical Training Center team. When this is required, the involved Mentors will be paid in accordance with 2.1 or 2.2 above, and will be entitled to reimbursement for actual, necessary, and reasonable expenses in accordance with BNSF Policy.

4. MISCELLENOUS

4.1. Mentors will **not**:

- 4.1.1. be called to testify or otherwise furnish evidence of any kind in any formal investigation or disciplinary proceeding involving charges against an employee.
- 4.1.2. be held responsible for actions of the employees they are mentoring which are unavoidable or beyond the Mentors' control.
- 4.1.3. be involved in conducting efficiency or operations testing of any kind.

4.2. Mentors will:

- 4.2.1. be entitled to use all time worked on his/her Mentor assignment towards qualification for Personal Leave Days and Vacation or any other qualification necessity.
- 4.2.2. be entitled to observe Personal Leave Days, Holidays, and Vacation as if he/she was working in typical scheduled service.
- 4.2.3. be considered in all other aspects not specifically addressed in this agreement as if he/she was working in typical scheduled service.

This Agreement supersedes all Agreements (including Local Agreements) with which it conflicts, except for the April 19, 2012 Letter of Understanding establishing a Trip Rate for Mentors in the Seattle/Interbay Terminal, which is retained and appended to this Agreement.

This Agreement is made without prejudice to the position of either party on any issue involved herein and shall not serve as precedent concerning the interpretation or application of any agreement, nor shall this Agreement be cited as suggesting intent or acquiescence concerning principles that may be or could become subjects for negotiation in another forum, and is subject to automatic cancellation upon the service of a fifteen (15) day notice of intent to cancel by either party upon the other.

Signed this 3rd day of July, 2012 and effective the same date.

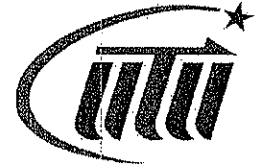
For United Transportation Union:

For BNSF:

S.F. Muen
UTU General Chairman

M.H. Seigle / RAB
Assistant Vice President, Labor Relations

united transportation union



GENERAL CHAIRMAN STEVEN F. GREEN

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GENERAL COMMITTEE OF ADJUSTMENT GO-001
BNSF RAILWAY COMPANY
CLOQUET TERMINAL RAILROAD
RED RIVER VALLEY & WESTERN RAILROAD
SAND SPRINGS RAILWAY

July 5, 2012

Mr. R. A. Boldra
General Director Labor Relations
BNSF Railway Company
PO Box 961030
Fort Worth TX 76161-0030

Re: GO-001 Mentors

Dear Mr. Boldra:

This is in reference to our July 3, 2012 Understanding regarding the use of Mentors.

One item that was part of our discussions, but was inadvertently omitted from the final draft of the Understanding, was the Crew Consist issue.

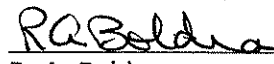
Therefore, pursuant to the July 3, 2012 Mentor Understanding, it is understood that Mentors are not to be considered as filling a vacancy or occupying a position on the crew to which they are assigned as Mentor, and their accompanying the crew has no effect on the crew consist requirements applicable to that crew.

If the above correctly recites our agreement, please indicate by affixing your signature in the space provided below, returning a copy for my files.

Sincerely,

Agreed:


S. F. Green
General Chairman


R. A. Boldra
General Director

SFG/cs