

# MEMORANDUM OF AGREEMENT

Between

**BNSF RAILWAY**

And

**The UNITED TRANSPORTATION UNION**

The intent of this agreement is to implement the "ACT" program on a voluntary basis and to select "ACT Coordinators" to oversee that program where BNSF and the UTU holding jurisdiction at that location have agreed to participate in the ACT program.

## Article 1 – Participation/Selection

1. The General Manager and the UTU Division Safety Coordinator will jointly identify locations where the ACT program may be implemented.
2. Upon identification of the location, the parties will jointly decide if a part or full-time ACT coordinator will be appointed.
  - 2.1. If the parties mutually agree to establish an ACT coordinator position, the UTU will provide the General Manager with the name of the trainman selected to fill the position.
  - 2.2. Where the local parties are unable to reach concurrence on the selection of the ACT Coordinator(s), the Regional Vice President and the UTU General Chairman (or their designees) will meet to resolve the dispute.
  - 2.3. If the parties are unable to reach concurrence on the role of the Safety Coordinator and/or selection of a UTU ACT Coordinator(s), the ACT Program will not be implemented.
  - 2.4. The above steps will also be followed in the event that either party wishes to remove or replace an ACT Coordinator or if there's a need to add an additional ACT Coordinator.

## Article 2 – Compensation

1. A full-time ACT Coordinator 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 the highest paid six months of the previous calendar year. Lump sum payments and any other unusual payments received during that six months shall be approximately factored into the salary to prevent any windfall either to the employee or BNSF. Service as a coordinator shall not

deprive the employee of any element of compensation had the coordinator remained in typical scheduled service. All normal employment benefits which the employee would have received will remain in place on the same basis. Full-time coordinators will be reimbursed for necessary business expense consistent with BNSF's policy.

2. ACT Coordinators will be entitled to use all time worked on their assignments toward qualification for Personal Leave Days and Vacation or any other qualification requirement and will be entitled to observe Personal Leave Days, Holidays and Vacation as if working in the trainmen's quota. Coordinators will also be considered as if working in the trainmen's quota for all aspects not specifically address in this agreement.
3. A "part-time" ACT Coordinator will be made whole for all time lost on their regular assignment consistent with the make whole provisions of the Safety Summit Agreement. Part-time coordinators will be reimbursed for necessary business expense consistent with BNSF's policy.
4. All trainmen who incur lost trips while participating in training for the ACT program will be made whole for all time lost on their regular assignment consistent with the make whole provisions of the Safety Summit Agreement and/or any other governing agreement for Safety/Rules Training.
5. Trainmen who do not incur a loss of time from the regular assignment and the training lasts four hours or less, will be compensated at a minimum of one half of a basic day at the straight time rate of the last service performed. Training that lasts more than four hours, will be paid at a minimum of a basic day at the straight time rate of the last service performed.

### Article 3 – Duties

1. The duties of the ACT Coordinators assigned under the terms of this agreement will include facilitating training, organization of logs and providing assistance with feedback processes (including coordination with local site safety teams).
2. ACT Coordinators will not be called to testify or otherwise furnish evidence of any kind in any formal investigation or other disciplinary proceeding involving charges against employees and will not be involved in efficiency or operations testing of any kind.
3. In the event a dispute arises concerning the duties of a coordinator and the local parties are unable to resolve it, the UTU General Chairman and/or the Regional Vice President (or their designees) may request an immediate conference.

Article 4 – Savings Clause

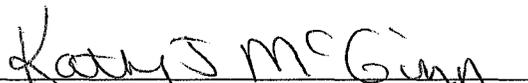
1. This Agreement is made without prejudice to the position of either party and shall not serve as a precedent concerning the interpretation or application of any agreement, nor shall this Agreement be cited as suggesting intent or acquiescence concerning principles that may be or could become subjects for negotiations in another forum.

This Agreement will become effective February 7, 2008, 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

For the BNSF Railway Company:

  
Steven F. Green  
UTU General Chairman

  
Kathy J. McGinn  
Asst. Vice President, Labor Relations

## **Documentation of Changes ACT Agreement February 6, 2008**

- Opening statement: **Scratch Division** in opening paragraph.
- Article 1, Paragraph 1: UTU changed from the General Chairman to the **UTU Division Safety Coordinator**
- Article 1, Paragraph 1: Will change BLET and UTU versions from "locations where the ACT program **"will be implemented"** to **"may be implemented"**.
- Article 1, Paragraph 1: Deleted **"what role the Safety Coordinator will play in the Act program"**.
- Article 1, Section 2.1: Deleted **"Local Chairman"** and the paragraph now reads "the **UTU will provide** the General Manager with the name of the trainman selected to fill the position".
- Article 1, Section 2.2: Deleted entire section "In the event the General Manager takes exception to the Organization's selection(s), the General manager and the UTU Local Chairman (or their designees) will meet to discuss an alternative selection for the position."
- Article 1, Section 2.3: **Added UTU in front of ACT Coordinator.**
- Article 1, Sections 2.3 - 2.5: **Added "ACT"** in front of the word coordinator to clarify what coordinator we're talking about.
- Article 2, Section 3: Added "Part-time coordinators will be reimbursed for necessary business expense consistent with BNSF's policy."
- Article 3, Section 1: Removed "and oversee local UTU participation in the ACT Program." NOTE: Both BLET and UTU will contact their Safety Coordinators to review the "Duties" section.