

Memorandum of Understanding
Between
BNSF Railway
And
Brotherhood of Locomotive Engineers and Trainmen

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 BLET 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 BLET members of the Selection Committee will be determined by the involved BLET Division. In the event there is more than one BLET Division involved at a location, each BLET Division 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 Division 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).

A part-time Facilitator and any other engineer who is asked to participate 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 the engineer is required to layoff and miss a work opportunity to do so.** An extra board engineer 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 BLET 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 March 18th day of 2013 and will continue in effect thereafter, subject to a ten (10) day cancellation notice served by either party upon the other.

For the Brotherhood of Locomotive Engineers and Trainmen:


General Chairman – BLET

For BNSF Railway


RVP – Transportation


AVP – Labor Relations