

**Memorandum of Agreement**  
**between**  
**BNSF Railway Company**  
**and the**  
**Brotherhood of Locomotive Engineers & Trainmen**  
**(Former ATSF)**

This Agreement is entered into between the Brotherhood of Locomotive Engineers & Trainmen and the BNSF Railway Company to address areas of concern that may not be covered within scheduled service. This Mentor Project may offer a variety of uses to both parties by allowing an employee covered by the craft of engineer to facilitate in training, trouble shooting, and applications involving train handling, familiarization of territory, locomotive equipment, and new technologies.

Selection

At all locations covered by former ATSF Agreement, the BLET General Chairman and the General Manager (or his designee) will mutually agree as to the selection or replacement of the Mentors. Both parties will ensure the best possible candidate for the position will be selected. They will also meet to discuss the removal or replacement of an engineer already installed to the mentor position, if necessary.

Compensation

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 that six months shall be approximately factored into his/her salary to prevent any windfall either to the employee or company. Service as a Mentor shall not deprive the employee of any element of compensation 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. Full-time Mentors will be reimbursed for necessary business expenses consistent with BNSF's policy.

Other Matters

A Mentor will not:

- be called to testify or otherwise furnish evidence of any kind in any formal investigation or disciplinary proceeding involving charges against an employee.
- be involved in efficiency testing or operations testing of any kind.

A Mentor will:

- be entitled to use all time worked on his/her assignment towards qualification for Personal Leave Days and Vacation or any other qualification necessity.
- be entitled to observe Personal Leave Days, Holidays, and Vacation as if he was working within the engineer's quota.
- be considered in all other aspects not specifically addressed in this agreement as if he/she was working within the engineer's quota.

Cancellation

This Agreement is subject to automatic cancellation upon the service of a fifteen (15) day notice of intent to cancel by either party upon the other.


Savings Clause

This Agreement is made without prejudice to the position of either party 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.

Signed this 27th day of, August, 2009

For the BLET:

For the Carrier:



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BLET General Chairman (ATSF)

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BNSF Railway Company  
Labor Relations