

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Recognizing that safety is a mutual concern and that achieving ever-higher levels of safety awareness towards a goal of an injury free workplace calls for a joint effort, the parties agree to the following general guidelines:

I. SAFETY ASSISTANTS

- (a) The Telecommunications Department has determined a need for a safety assistant position(s) at certain locations and facilities. The Safety Assistants will work cooperatively with the Telecommunication Department employees, supervisors and management to achieve the goals as referenced above.

In the event the Company chooses to establish or retain such positions and in order to accomplish these goals, the following will govern in the selection of Safety Assistants:

- (1) The position(s) will be open to all classes of Telecommunication employees. A notice will be posted for a minimum of thirty days seeking applicants for the position(s). The notice will include the requirements for the position(s).
- (2) The posting will include qualifications that applicants must possess; including good written and oral communication skills; training skills with willingness to develop presentation and facilitation skills; administrative skills; basic computer skills with willingness to develop enhanced computer skills; working knowledge of MOW safety and operating rules and demonstrate a positive attitude for the assignment. Relocation, travel and working various shifts may be required. At least 40 hours of professional safety training per year is also required to be provided without loss of pay to the employee.
- (3) The Director of Field Operations and the General Chairmen, or their designees will review the list of applicants and select a slate of no less than two of the best qualified candidates.
- (4) The Safety Assistant is to be elected by the Telecommunication Department employees from the slate and is to serve for a three-year period.

(5) In the event a Safety Assistant position is vacated and needs to be filled, there will be a notice posted as outlined above. The company, however, retains its rights to abolish or retain these positions.

- (b) Nothing in this understanding is intended to prohibit any Telecommunications employee from being elected to Safety Assistant positions or for the incumbent Safety Assistant to be reelected.
- (c) The Safety Assistant will report to the Director of Field Operations or his designee. The assigned territory of the Safety Assistant will be that of the Director of Field Operations. The Safety Assistant may be assigned to service on both former railroads. Travel and necessary expenses incurred in the performance of the duties of the position will be paid by the company.
- (d) The successful applicant for the Safety Assistant position may be required to change his current headquarters by mutual agreement of the Safety Assistant and the Director of Field Operations. If relocation is required, moving expenses will be paid by the company per Rule 27 (d) of the former Burlington Northern / IBEW agreement. This applies to either former Burlington Northern or former Santa Fe employees who are the successful applicants for the Safety Assistant position(s).

Note: See Rule 22 (g) (Bulletining New Positions or Vacancies) of the proposed BNSF combined Telecommunication Department agreement. Should the BNSF combined Telecommunication Department agreement referenced herein be adopted, the rules contained in the agreement become applicable in reference to relocation benefits.

The Safety Assistant headquarters will be limited to the following locations, listed in order of preference on each Director of Field Operations' territory:

North	South	East	West
Minneapolis, MN	Fort Worth, TX	Kansas City, KS	Spokane, WA
Denver, CO	Houston, TX	Chicago, IL	Seattle, WA
Lincoln, NE	Clovis, NM	Oklahoma City, OK	San Bernardino, CA
Fargo, ND		Topeka, KS	Stockton, CA
		Galesburg, IL	

- (e) The pay of the Telecommunications Safety Assistant will be that of a foreman from the class previously worked.

Note: If the successful candidate is an hourly rated employee, his hourly rate will be increased to equal that of an additional \$250 per month. Should the BNSF combined Telecommunication Department agreement be adopted, the rules contained in the agreement become applicable in reference to the rate of a foreman and will apply to the Safety Assistant position.

- (f) While working in this special service as a Safety Assistant, the employee will be considered as if on leave of absence. However, such employee is obligated and required to retain and accumulate seniority in accordance with the applicable Union Shop provisions of the

Agreement(s). When an employee in special service as a Safety Assistant leaves that service due to end of his term or disqualified, he is to return to regular service per rule(s) of the applicable labor agreement covering return as if on leave of absence.

Note: See Rule 12 (Leave of Absence) of the proposed BNSF combined Telecommunication Department agreement as it differs from current rules. Should the BNSF combined Telecommunication Department agreement referenced herein be adopted, the rules contained in the agreement become applicable in reference to the return from leave of absence.

II. GENERAL

- (a) This understanding is being made on a non-referable and without prejudice basis to the parties positions and is not to be used as a precedent in any matter.
- (b) Nothing in this agreement is intended to interfere with or alter the rights or obligations of either party concerning representation or the collective bargaining process. Correspondingly other than the conditions specifically addressed herein, the process established by this agreement shall not be used to address wages, hours, working conditions and or other subjects traditionally reserved for collective bargaining.
- (c) Upon 60 days advance written notice, this arrangement may be canceled by either party. In the event the arrangement is cancelled, the parties shall revert to the same rights and positions that they held prior to this understanding as if this understanding was not consummated.
- (d) It was understood that this is a good faith attempt by the parties to deal with safety issues. The guidelines are fairly broad due to the nature of the subject. The parties understand that the lack of specific details will lead to opportunities to resolve concerns over the application of this arrangement in a common sense manner based upon the prevailing circumstances being considered. Every effort will be made to resolve matters without formal grievances and in a spirit of cooperation, however should such efforts fail, the organization reserves the right to resort to the formal grievance process for resolution.

Agreed to this _____ day of _____, 2001

FOR: INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

FOR: THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY CO.

