MEMORANDUM OF UNDERSTANDING

Between

THE BNSF RAILWAY COMPANY

And the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION

The BNSF Railway Company (BNSF) and the Brotherhood of Maintenance of Way Employees Division (BMWED) understand that furthering safety at BNSF is a mutual interest and both are committed to fostering a safe work environment. In recognition of the importance of partnership in safety, BNSF and BMWED agree to make the following amendments to the 12/17/1997 Memorandum of Understanding ("1997 Agreement") and the 2002 Structures Bridge Work Safety Facilitators Agreement ("2002 Agreement") between the parties, including any associated side letters.

1. Section I of the 1997 Agreement shall be removed in its entirety and replaced with the following:

I. Employee Safety Committees

A. Maintenance of Way employee safety committees may be established for specific territories, departments or work functions. The number and size of the committees will be determined by the applicable General Director of Line Maintenance (or his/her designee) with concurrence of the applicable General Chairperson (or their designee). Oversight, if required, will be provided by the Safety Advisory Committee (see Sect. III, below).

B. Safety committee employee members shall be jointly selected by the applicable General Director of Line Maintenance (or his/her designee) and the BMWE General Chairperson (or their designee) representing the covered work group in coordination with the appropriate Safety Assistant for the territory, department or work function.
C. Each safety committee shall have a chairperson, to be elected by the members of the committee. Safety committees will meet as necessary and shall only address safety matters. Each committee may review a wide range of safety issues within its work group and will maintain necessary meeting records and meeting minutes if requested to do so by the applicable General Director of Line Maintenance, applicable General Chairperson or the Safety Advisory Committee.

D. Each employee participating on a safety committee shall be compensated and work under applicable scheduled rules for all such participating time.

E. Any information or written materials used or generated by a safety committee will be made available upon request to the applicable General Director of Line Maintenance, applicable General Chairperson or to the Safety Advisory Committee.

F. No findings, conclusions or materials developed by a safety committee shall be used in any way in any formal investigation or other disciplinary proceeding.

2. Section II, Paragraph A, of the 1997 Agreement shall be amended to read as follows:

A. BNSF will establish a minimum of two full-time maintenance of way safety assistant positions for each operating division (as operating divisions existed in 2019).¹ An employee holding such a position will be responsible for coordinating safety meetings, training and the like on the operating division he covers (which may cover more than one seniority district). The Safety Assistants shall report jointly to the applicable General Director of Line Maintenance and the applicable General Chairperson. Additional Safety Assistant positions may be established at

¹ In 2019, a total of ten operating divisions existed.
the discretion of the applicable General Director of Line Maintenance with the concurrence of the applicable General Chairperson.

3. Section II, Paragraph B, of the 1997 Agreement shall be amended to read as follows:

B. Each safety assistant position will be filled by an employee that is jointly selected by the BMWED General Chairperson representing employees on the covered territory (or their designee) and the respective BNSF General Director of Line Maintenance of the covered territory (or his/her designee). The selection process will take place in the following manner:

1. Vacancies that are to be filled will be bulletined in the usual manner, and interested employees will submit applications to the BMWED General Chairperson on the covered territory.

2. Upon the closing of the application period, the applicable BMWED General Chairperson (or their designee) will provide a full and complete list of all applicants to the applicable BNSF General Director of Line Maintenance (or his/her designee). The BMWED General Chairperson (or their designee) and the applicable BNSF General Director of Line Maintenance (or his/her designee) will jointly determine which candidates to formally interview for the position.

3. Thereafter, formal interviews of the candidates will take place jointly with both the BMWED General Chairperson (or their designee) and the BNSF General Director of Line Maintenance (or his/her designee) present.

4. Following the interviews, the applicable BMWED General Chairperson (or their designee) and the applicable BNSF General Director of Line Maintenance (or his/her designee) will jointly determine the successful applicant.
5. If during the process set forth in paragraphs (B)(1)-(B)(4) the applicable BMWED General Chairperson and applicable BNSF General Director of Line Maintenance fail to agree on the candidate list, the interviews to take place, or the selection of the final candidate, the dispute will be elevated to the Safety Advisory Committee for final resolution.

4. Section III, Paragraph B, of the 1997 Agreement shall be amended to read as follows:

B. The Safety Advisory Committee shall meet on a regular basis on dates and locations mutually agreed upon by the members of the committee, but not less than quarterly, unless members of the committee mutually agree to cancel a meeting. Additionally, the Safety Advisory Committee recognizes the sense of urgency around safety related programs and positions, and the need to timely communicate as matters arise. Therefore, the parties pledge to engage in less formal means of communications such as email, conference calls, and the like when the need to timely communicate on such matters arise. Finally, the Safety Advisory Committee may invite subject experts to attend meetings as necessary.

5. Section IV, Paragraph A, of the 1997 Agreement shall be amended to read as follows:

A. So long as this Agreement is in effect, BNSF will not establish any safety employee participation positions or programs for maintenance of way employees not specifically provided for by this Agreement, or approved in writing by the Safety Advisory Committee provided for in this Agreement.

NOTE: This provision only applies to safety positions or programs in which the BMWED membership is asked to lead or facilitate the program. This provision is not intended to prevent BNSF management from creating safety programs that are led and facilitated by BNSF management.


8. Paragraph A of the 2002 Agreement shall be amended to read as follows:

A. BNSF will establish at least one full-time Bridge Worker Safety Facilitator position for each Structures Manager’s territory (as territories existed in 2019).2 A structures employee holding such a position will be responsible for conducting/协调ing safety meetings, training and the like on the territory/region he/she covers (which may cover more than one seniority district). The bridge worker safety facilitator shall report jointly to the applicable General Director of Line Maintenance, applicable Manager of Structures and the applicable General Chairperson. Additional bridge worker safety facilitator positions may be established at the discretion of the applicable General Director of Line Maintenance and Manager Structures with the concurrence of the applicable General Chairperson.

9. Paragraph B of the 2002 Agreement shall be amended to read as follows:

B. Each bridge worker safety facilitator position will be filled by an employee that is jointly selected by the applicable BMWED General Chairperson representing employees on the covered territory (or their designee) and the respective BNSF General Director of Line Maintenance of the covered territory (or his/her designee). The selection process will take place in the following manner:

1. Vacancies that are to be filled will be bulletined in the usual manner, and interested employees will submit applications to the BMWED General Chairperson on the covered territory.

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2 In 2019, a total of nine (9) structure manager territories existed.
2. Upon the closing of the application period, the BMWED General Chairperson (or their designee) will provide a full and complete list of all applicants to the BNSF General Director of Line Maintenance or his/her designee. The BMWED General Chairperson (or their designee) and the BNSF General Director of Line Maintenance (or his/her designee) will jointly determine which candidates to formally interview for the position.

3. Thereafter, formal interviews of the candidates will take place jointly with both the BMWED General Chairperson (or their designee) and the BNSF General Director of Line Maintenance present (or his/her designee).

4. Following the interviews, the BMWED General Chairperson (or their designee) and the BNSF General Director of Line Maintenance (or his/her designee) will jointly determine the successful applicant.

5. If during the process set forth in paragraphs (B)(1)-(B)(4) the BMWED General Chairperson and BNSF General Director of Line Maintenance fail to agree on the candidate list, the interviews to take place, or the selection of the final candidate, the dispute will be elevated to the Safety Advisory Committee for final resolution.

10. In order to implement the joint selection process for safety assistants and bridge worker safety facilitators, outlined above, all existing safety assistant and bridge worker safety facilitator positions will be retained on their current position. Concurrently, new positions consistent with the terms of this Agreement will be posted. Candidates for these new positions will be selected pursuant to Paragraphs 3 and 9, above. As successful candidates for the new positions are selected, existing safety assistants and bridge worker safety facilitators will be abolished.

11. Copies of safety information provided to maintenance of way employees will be provided, upon request, to the affected general chairman.
12. Except as modified or amended above, the 1997 Agreement and 2002 Agreement remain in effect.

13. This Agreement is entered into on a non-precedent basis and without prejudice to the parties’ respective positions on application of the collective bargaining agreement as to the subject matter of this Agreement. It is the parties’ express understanding that this Agreement (and its application) will not be referred to in any other proceeding or forum whatsoever—whether arbitral, judicial, or other forum (including, but not limited to Presidential Emergency Boards, fact-finding proceedings, and labor claims handling). And it is further agreed that the non-precedent and non-referable provision of this Agreement should be given the broadest possible interpretation; however, nothing in this Agreement should be read as prohibiting use of this Agreement in a proceeding to enforce its terms.

Agreed to this 23rd day of August, 2019.

For BNSF Railway:  
David Isom  
Assistant Vice President Labor Relations

For the BMWED:  
Dennis Albers  
General Chairman

Joe Heenan  
General Director Labor Relations

David Carroll  
General Chairman

Jeff Fry  
General Chairman

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Staci Moody Gilbert
General Chairwoman

BMWED Vice President