

MEMORANDUM OF AGREEMENT
Between
The Burlington Northern Santa Fe Railway Company
And
International Association of Machinists and Aerospace Workers

This agreement provides for a proficiency consideration in the existing machinist apprentice agreement (which was effective January 1, 2000), and modifies any conflicting provisions in the September 1, 2013 Agreement (between BNSF Railway and its employees represented by the International Association of Machinists and Aerospace Workers).

I. Apprentice Proficiency

Section A. of the Apprentice Agreement (effective January 1, 2000) is modified as indicated in the underlined sections below:

Types of Apprentices and Training Period – There shall be a single class of apprentice, consisting of regular apprentices who shall serve up to six training periods totaling 732 days, based on proficiency testing, as evaluated by BNSF.

Apprentices may be promoted to journeymen anytime during the 732 day period, provided they pass all standardized proficiency tests, both written and practical, which will be uniformly administered. These tests shall be established by BNSF, and “computer-based testing” shall be the preferred method for the “written” tests. Employees who are promoted to journeymen as a result of this agreement change will be paid 100% journeyman’s pay upon their promotion to journeyman and will have their seniority assigned per Section I. of the of the existing Apprentice Agreement (effective January 1, 2000), except that apprentices will not be given superior journeymen seniority dates over otherwise senior apprentices, because of proficiency related promotions.

Any testing that will be made available to employees under the terms of this Agreement will be advertised to employees at that location in advance of the testing. Testing will consist of two parts that can be taken at different times. One part which will consist of a validated written on-line test and one part will consist of a proficiency demonstration of skills test. All testing will be supervised by an assigned officer of the Company. For the initial test, notice will be given at least 30 days in advance and will identify the general areas covered on the test. Apprentices may initiate subsequent testing when three or more employees per location request to take the test. Requests from apprentices at locations with less than three employees will be considered by management on a case-by-case basis. Apprentices cannot test more than once in a six-month period and must receive some kind of remedial training provided by the Company, as necessary, to retest the part, written and/or proficiency demonstration of skills, they previously failed. Testing will be afforded to all IAM Mechanical Department apprentices requesting such, based on seniority.

To ensure a fair and equitable implantation and application of this agreement, the General Director of Labor Relations and the IAM General Chairmen agree to meet anytime (as mutually

agreed to) within a year following implementation of the agreement to discuss any and all issues of concern, including possible violations of said agreement, in an effort to resolve all disputes. All disputes stemming from violations of the specific rules of this agreement shall be handled through expedited arbitration, i.e. local claims handling shall be bypassed and the dispute handled directly between the General Director of Labor Relations and the appropriate General Chairman (the time-limit provisions of the controlling agreement will apply). Following the initial meetings, additional meetings may be held once every year. The foregoing shall not prevent the parties from meeting more often if mutually agreed to. Furthermore, following the initial meeting the parties may, if mutually agreed to, forgo future meetings. The only issues to be progressed to arbitration as outlined above are those related directly to violations of this agreement. All other matters shall be handled under the grievance procedures as outlined in the controlling agreement.

The Agreement, and its application, is not to be considered as a precedent and it shall be without prejudice to the positions of any party on any subject contained herein. It is also agreed that this Agreement, and its application, shall not be referred to in any other proceeding of any kind whatsoever, excepting only a proceeding to enforce the terms of this Agreement. Moreover, where provisions of this Agreement conflict with the other rules of the existing agreements, this Agreement applies.

Effective May 1, 2014.

FOR:

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS



Jeffrey Doerr
President, Directing General Chairman



Lee Carter
General Chairman



Kyle Loos
General Chairman

FOR:

THE BNSF RAILWAY COMPANY



Robert S. Karov
AVP – Labor Relations



Ollie D. Wick
General Director – Labor Relations