

# **INTERNATIONAL BROTHERHOOD**

**Of**

# **ELECTRICAL WORKERS**

## ***System Council Two***



## ***Agreements and Amendments***

Revised March 4, 2025

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**System Council No 2**  
**(Agreements & Amendments)**  
March 2025

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**NOTE:** With exception to excerpts from National Agreements, some of the agreements and understandings herein may only apply to a certain class of employees and/or specific Collective Bargaining Agreements.

NYD/ART I Implementing Agreements, as well as other agreements and understandings pertaining to individual locations and/or circumstances are not included herein.

# NATIONAL VACATION AGREEMENT

The following represents a synthesis in one document for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954; August 19, 1960; February 4, 1965; September 27, 1967; September 2, 1969; October 7, 1971; December 6, 1978; and December 11, 1981, with appropriate source identification.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

## Articles of Agreement

### Section 1

(a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive. (*Revised by Article III of the December 11, 1981 Agreement.*)

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive. (*Revised by Article III of the December 11, 1981 Agreement.*)

(e) Effective with the calendar year 1973, an annual vacation of twenty five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) years or more years of service with the employing carrier.

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (l) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (l) hereof.

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such employee does not return to service in the following year for the same carrier, he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

*(From Article III-Vacations, Section 1, 10-7-71 Agreement, with paragraphs 1(c) and 1(d) revised by Article IV of the 12-2-78 Agreement)*

### Section 3

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be under and in accordance with the terms of such existing rule, understanding or custom.

*(From Section 3, 12-17-41 Agreement)*

An employees vacation period shall not be extended by reason of any of the ten recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve (the day before Christmas is observed), and Christmas) or any day which by agreement has been substituted or is observed in place of any of the ten holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

*(Article III-Vacations, Section 3, 10-7-71 Agreement)*

NOTE: Article 3 of the Vacation Agreement, as amended by the October 7, 1971 Agreement, refers to eight holidays. While the December 11, 1981 Agreement did not officially amend that section to incorporate reference to the changes in holidays, the provisions of that section will apply to the eleven holidays recognized under the December 11, 1981 Agreement; i.e., effective January 1, 1983, the "recognized holidays" in the second paragraph of Article 3 of the Vacation Agreement, as amended October 7, 1971, will include: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve (the day before Christmas is observed), Christmas, and New Year's Eve.

#### Section 4

(a) Vacations may be taken from January 1<sup>st</sup> to December 31<sup>st</sup> and due regard consistent with requirement of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

*(From Sections 4(a) and 4(b), 12-17-41 Agreement)*

#### Section 5

Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given to the affected employee.

*(From Section 5, 12-17-41 Agreement)*

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

*(From Section 5, 12-17-41 Agreement)*

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

*(From Article 1-Vacatons, Section 4, 8-21-54 Agreement)*

### Section 6

The carriers will provide vacation relief workers, but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker.

*(From Section 6, 12-17-41 Agreement)*

### Section 7

Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

- (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.
- (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
- (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
- (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
- (e) An employee not covered by paragraphs (a), (b), (c) or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

*(From Section 7, 12-17-41 Agreement)*

### Section 8

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employees employment status is terminated for any reason, whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article I. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

*(From Article IV-Vacations, Section 2, 8-19-60 Agreement)*

### Section 9

Vacations shall not be accumulated or carried over from one vacation year to another.

*(From Section 9, 12-17-41 Agreement)*

## Section 10

(a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent of the workload of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the workload is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

*(From Section 10, 12-17-41 Agreement)*

## Section 11

While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

*(From Section 11, 12-17-41 Agreement)*

## Section 12

Except as otherwise provided in this agreement, a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provisions hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute vacancies in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year; if a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

*(From Section 12, 12-17-41 Agreement)*

## Section 13

The parties hereto, having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representatives of the employees who are parties to one agreement and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

*(From Section 13, 12-17-41 Agreement)*

## Section 14

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carrier's Conference Committees signatory hereto, or their successors, and the employee members of which shall be the Chief Executives of the Fourteen Organizations or their representatives or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act, as amended, in the event committee provided in this section falls to dispose of any dispute or controversy.

*(From Section 14, 12-17-41 Agreement)*

## Section 15

Except as otherwise provided herein, this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon, such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

*(From Article III-Vacations, Section 2, 10-7-71 Agreement)*

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof, and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942; July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

*(From Article I-Vacations, Section 6, 8-21-54 Agreement)*

AGREEMENT  
Between The  
UNION PACIFIC RAILROAD  
(Covers UP, MP & TP Collective Bargaining Agreements)

And The  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

The parties' recognize that employees may desire to split their annual vacation into weekly increments to allow the employees the flexibility to take vacation in a manner other than one continuous period, The following provides for annual vacation to be scheduled allowing the splitting of the qualified weeks of vacation.

IT IS AGREED:

Vacation schedules will be compiled sufficiently in advance of the calendar year in which vacation is taken in order to give the parties' notice of the vacation schedule. Employees will be allowed to split annual vacation in the following manner:

1. The senior employee will be allowed to make his/her first selection of the dates which they desire to take vacation. If an employee desires to split their vacation, the employee must wait until all other employees on the seniority roster have made their first selection. Once all employees have made their first selection, employees will be given their second , third, fourth, etc. choices in the same manner as the first selection was made.
2. The handling of vacation will be in accordance with the provisions of the National Vacation Agreement, as amended, and in particular, "The local committee of each organization signatory hereto and the representative of the Carrier will cooperate in assigning vacation dates."
3. This Agreement does not modify, adjust or change the National Vacation Agreement, as amended, but allows only for the vacation to be split into week increments.
4. This Agreement does not affect the Agreement dated March 12, 1992, providing for vacation taken a day at a time.

Signed this 25th day of April, 1996.

FOR BROTHERHOOD OF  
ELECTRICAL WORKERS:

/S/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

FOR THE UNION PACIFIC RAILROAD  
COMPANY:

/s/ Dan Moresette  
DIRECTOR LABOR RELATIONS

**MEMORANDUM OF AGREEMENT**  
**Between The**  
**UNION PACIFIC RAILROAD COMPANY**  
**And The**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

The purpose of this Memorandum is to provide IBEW represented employees covered by Collective Bargaining Agreements dated April 16, 1942 (reprinted 4/19/57) (SPRR-WL); April 15, 1967 (SPRR-EL); November 1, 1976 (UPRR); July 31, 1980 (DRGW); December 1, 1985 (CNW); and Agreement covering Telecom employees dated January 1, 2003, the opportunity to take two (2) weeks of vacation, day(s) at a time, herein referred to as “**flex day(s)**”, basis rather than as two (2) full weeks.

**IT IS AGREED:**

1. Such vacation flex days shall be permitted when consistent with Carrier’s service requirements as provided below.
2.
  - a. Employees who qualify for a vacation under the provisions of the National Vacation Agreement will be allowed to take two (2) weeks (10 days) of vacation in ten (10), one (1) day (8 hours), of vacation during the period January 1<sup>st</sup> through November 15<sup>th</sup> of each year. If the employee elects to designate 2 weeks of vacation as flex, one week must be taken January 1<sup>st</sup> through May 30<sup>th</sup> and one week must be taken June 1<sup>st</sup> through November 15<sup>th</sup>. Employees who are scheduled to take group vacations may use only flex vacation time that exceeds the lengths of the group vacation. As example, if a group of employees were scheduled to take one week of vacation as a group, then the employees would only be able to take one week of flex vacation.
  - b. An employee electing to take flex vacation day option must advise the designated local manager and local chairman of his desire to take one (1) week (5 days) or two (2) weeks (10 days) vacation on a daily basis when vacations are normally scheduled. The employee must provide a minimum of forty-eight (48) hours’ advance notice of his desire to take one (1) days’ vacation and receive approval from his manager prior to utilizing each one (1) day vacation period.
  - c. Flex days of vacation not taken prior to November 15<sup>th</sup> will be paid in lieu of however, the manager has the right to schedule the remaining flex vacation day(s) prior to December 5<sup>th</sup> of current calendar year. Local Chairman shall furnish the designated manager on or before September 15<sup>th</sup> of each year statement indicating employees who have not scheduled designated flex vacation after September 15<sup>th</sup>. If employee has not scheduled remaining flex vacation prior to November 15<sup>th</sup>, employee must schedule any remaining flex vacation before November 15<sup>th</sup>.
  - d. An employee will be permitted to take the flex vacation providing the Company’s operational requirements can be met and the employee has been approved to be off on that day. In cases where multiple requests are made for the same date, consideration will be based on date the manager receives the request. In those cases where more than one (1) vacation request is received at the same time, seniority will be given due consideration and consistent with operational needs.
  - e. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under the provisions of this Agreement.
3. This Agreement supersedes any previous agreements covering flex vacation to be taken on a daily basis.
4. All other provisions of the National Vacation Agreement, as amended, will apply without change.

5. It is understood handling is without prejudice to either party's position concerning Agreements applicable to vacation. Further, this Agreement may be terminated by either party upon serving thirty (30) days' written notice upon the other party.

If you are agreeable to the terms contained herein, please so indicate in the space provided below.

Signed this 21<sup>st</sup> day of December 2005.

FOR THE EMPLOYEES:

/s/ Vic Janecek  
General Chairman IBEW

FOR THE CARRIER:

/s/ Dan Moresette  
General Director Labor Relations

Dan Moresette  
General Director

December 21, 2005

MR V L JANECEK  
GENERAL CHAIRMAN IBEW  
620 NORTH CUSTER  
NO PLATTE NE 69101

Dear Sir:

This refers to the flex days of vacation Agreement dated December 21, 2005, that allows employees the opportunity to take two (2) weeks of vacation on a daily basis.

It is understood that for employees who are assigned a monthly-rated position that includes a sixth (6<sup>th</sup>) day during the workweek referred to as the "stand-by day", such employees are entitled to twelve (12) days' of flex vacation for their assigned workweek. However, it is recognized that two (2) of the twelve (12) days' of the flex day vacation are to be scheduled and taken on the employees assigned "stand-by" days. The reference to six (6) day's vacation in Section 1 of the Agreement was intended for those monthly-rated employees who are entitled to six (6) days' vacation for their workweek. In such cases, one (1) day of the six (6) days' vacation is to be taken on what is recognized as the employee's stand-by day.

If the above reflects our understanding and agreement, please sign in the space below to indicate your concurrence.

Sincerely,  
/s/ Dan Moresette

AGREED:

/s/ Vic Janecek  
General Chairman, IBEW

Dan Moresette  
General Director

December 21, 2005

Mr. V. L. Janecek  
General Chairman IBEW  
620 North Custer  
No Platte, NE 69101

Dear Sir:

This refers to the flex days of vacation Agreement dated December 21, 2005, that allows employees the opportunity to take two (2) weeks of vacation on a daily basis.

This will confirm the Parties' understanding and agreement that neither Party will invoke the termination provision provided in Section 5 prior to December 1, 2006. Subsequent to December 1, 2006, if a party elects to invoke the termination provision of Section 5, the parties will meet in conference prior to the termination of the Agreement taking place.

If the above reflects our understanding and agreement, please sign in the space below to indicate your concurrence.

Sincerely,  
/s/ Dan Moresette

AGREED:

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

Dan Moresette  
General Director

November 6, 2006

230-35

Mr. Vic L. Janecek  
General Chairman IBEW  
620 North Custer  
N Platte, NE 69101

Mr. Mike H. Williams  
General Chairman NCF&O  
1043 West Kearney  
Springfield, MO 65803

Mr. Roger A. Burrill  
Pres. And Gen. Chairman NCF&O  
9009 East Euclid Ave  
Spokane, WA 99212-2049

Mr. Dan Hamilton  
International Representative IBBB  
2604 Fields Ave  
Flatwood, KY 41139

Mr. Alan Scheer  
Director of Railroad Division IBBB  
697 – A Rhea County Hwy  
Dayton, TN 37321

Mr. Willis L. Jepsen  
General Chairman SMWIA  
715 Dillon Court  
N Platte, NE 69101

Gentlemen:

During the October 12, 2006 meeting in Omaha to discuss the Mechanical Department Vacation Scheduling System currently being piloted in Fort Worth and Roseville, a question was raised regarding possible extension of time frames permitted for employees to take single day vacations. Current agreements require employees to take single day vacations by November 15 of each year, and if they desire to take two weeks of vacation as single days, to take the first five (5) days by May 31<sup>st</sup>.

The Carrier has given consideration to the Organization's request, and on an experimental basis is willing to adjust the single day vacation scheduling time frames as follows:

***If an employee desires to take two weeks vacation as single days, they must take the first five (5) days by June 30. The November 15 cut off for other single days of vacation will be extended to December 15. Such vacation days must be scheduled by November 15, and scheduling of such vacation days must not result in the number of employees permitted to be off on any one day be exceeded.***

No other aspects of the agreements will be changed.

The Carrier recognizes that such an extension of time to schedule and take single day vacations is not in strict compliance with current agreements, and if you advise that you object to the adjustment described above, the Carrier will of course strictly comply with the scheduling requirements of the agreements. Furthermore; because such adjustment is not required by current agreements, the Carrier reserves the right in future years to return to the schedule set forth in the agreements.

/s/ Dan Moresette

UNION PACIFIC RAILROAD  
1400 Douglas Street, Stop 0710  
Omaha, Nebraska 68179

Toby M. Rees Director Non-Ops

P 402 544-4514

March 11, 2015

230-General

230-35,225-Appendix B

Mr. James Davis  
General Chairman IAM&AW  
25 Lucy Lane  
Sherwood, AR 72120

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street  
N. Richland Hills, TX 76182

Mr. Derrick Battle  
General Chairman IAM&AW  
13134 Sweetgum Shores Dr.  
Houston, TX 77044

Mr. John Mansker  
International Representative IBB&B  
7010 Detonti Road  
Bauxite, AR 72011

Mr. Kevin Loftin  
National Representative TCU/BRC  
P.O. Box 654  
North Little Rock, AR 72115

Mr. Jim Larreau  
General Chairman NCF&O  
13949 West Colfax Ave #107  
Denver, CO 80401

Mr. Joe Fraley  
General Chairman SMART-MD  
1748 River Road  
Selkirk, NY 12158

Dear Sirs:

This has reference to our understanding concerning the scheduling of single days of vacation for employees who elect to utilize two (2) weeks of vacation as single days under the provisions of the IAM&AW Agreements dated November 6, 2006 and July 18, 2007; IBB&B Agreements dated January 4, 2006 and November 6, 2006; IBEW Agreements dated December 21, 2005 and November 6, 2006; BRC-TCU Agreements dated October 29, 2007 and July 8, 2011; NCF&O Agreements dated October 13, 2005 and November 6, 2006; and SMART-MD Agreements dated October 13, 2005 and November 6, 2006.

This letter clarifies the parties' intent to allow employees to utilize a maximum of ten (10) single days of vacation prior to June 30 of each calendar year, if operationally feasible. This clarification does not change the provisions of the above-referenced agreements for each of your respective crafts, as modified, requiring a minimum of five (5) single days of vacation must be used by June 30 and no more than five (5) single days of vacation can be used between July 1 and December 15 of each calendar year.

If the foregoing fully and accurately reflects your understanding regarding this matter, please so indicate by signing in the space provided below.

Sincerely,  
/s/ Toby Rees

AGREED:

/s/ Derrick Battle  
General Chairman IAM&AW

/s/ Jim Wisniski  
General Chairman IBEW

/s/ James Davis  
General Chairman IAM&AW

/s/ John Mansker  
General Chairman IBB&B

/s/ Kevin Loftin  
General Chairman BRC-TCU/IAM

/s/ Joe Fraley  
General Chairman SMART-MD

/s/ Jim Larreau  
General Chairman NCF&O

Cc: Sharon Boone, General Director Labor Relations  
Kali Landmark, Manager Labor Relations  
Tarry Johnson, Labor Relations Officer Jason Brink, Finance  
John Estes, Chief Mechanical Officer  
Mark Bendon, General Manager Mechanical  
Mark Gallagher, General Director Mechanical  
Diana Anderson, Director Maintenance Processes

## ARTICLE X - PERSONAL LEAVE

### Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

### Section 2

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto shall apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

### Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

December 18, 1987

#7

Mr. E. P. McEntee  
International Vice President  
International Brotherhood of  
Electrical Workers  
10400 W, Higgins Road, Suite 400  
Rosemont, Illinois 60018

Dear Mr. McEntee:

During the negotiations of the Agreement of this date we discussed situations where personal leave days are taken either immediately preceding or following a holiday.

This reconfirms our understanding that the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

/s/ C I Hopkins, Jr.

I agree:

/s/ E P McEntee

December 11, 1981

Mr. A. M. Ripp  
International Vice President  
International Brotherhood of Electrical Workers  
Suite 400, O'Hare Office Building 1  
10400 W. Higgins Road  
Rosemont, Illinois 60018

Dear Mr. Ripp:

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X - Personal Leave of the December 11, 1981 Agreement:

Example No. 1

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 3

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Please indicate your concurrence by affixing your signature in the space provided below.

I Concur:

Very truly yours,

/s/ A. M. Ripp

/s/ C. I. Hopkins

## **NON-OPERATING NATIONAL-HOLIDAY PROVISIONS**

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve (the day before Christmas Day is observed)  
Christmas Day  
New Year's Eve (the day before New Year's Day is observed)

*(Article II - Holidays, Section 1(a), and 2(a), 10-7-71 Agreement, as revised by 12-4-75 and 12-11-81 Agreements.)*

### **Section 1**

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holiday or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, noncompliance with a union shop agreement, or disapproval of application for employment.
- (d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

### **NOTE:**

This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

*(Article III - Holidays, Section 1, 9-2-69 Agreement)*

## Section 2

- (a) Monthly rates, the hourly rates of which are predicated upon 169 1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

- (b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12), and this sum shall be divided by 12 in order, to establish a new monthly rate. The sum of presently existing hours per annum plus 28, divided by 12, will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

*(Article II - Holidays, Section 2(a) and 2(b), 8-21-54 Agreement)*

Effective January 1, 1973, the monthly rates of monthly rated employes shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2, of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

*(Article II - Holidays, Section 2(d), 10-7-71 Agreement)*

Effective January 1, 1972, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employes shall be adjusted by adding the equivalent of 8 pro rata hours pay to their annual compensation (the rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d), of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.

The hourly factor as shown in Section 2(a) above was a result of the addition of the birthday holiday (later Good Friday), increased effective January 1, 1965 to 174 2/3; as a result of the addition of Veterans Day as a holiday effective January 1, 1973, increased to 175 1/3; and as a result of the addition of Christmas Eve (the day before Christmas is observed) as a holiday effective January 1, 1976, increased to 176 hours.

*(Article II, Section 2, 10-7-71 Agreement, and Article III, 12-4-75 Agreement)*

## Section 3

A regularly assigned employe shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if employe is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employe's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- I. Compensation for service paid by the Carrier is credited; or

- ii. Such employe is available for service.

Note: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employe is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purpose of Section 1, an other than regularly assigned employee who is relieving a regularly assigned employe on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employe whom he is relieving.

Compensation paid under sick leave rules or practices will not be considered as compensation for purposes of this rule.

*(Article II - Holidays, Section 2, 9-2-69 Agreement)*

An employe who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employe who does not qualify for the holiday pay for both Christmas Eve and Christmas Day may qualify for holiday for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

*(Article III, 12-4-75 Agreement, and Section 4, 1-1-76 Implementing Agreement)*

The holiday qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - Day after Thanksgiving Day and the Now Year's Eve - New Year's Day holidays.

*(Article IV(b) - Holidays, 12-11 -81 Agreement)*

In addition to their established monthly compensation, employes performing service on the Day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

*(Article IV(c) - Holidays, 12-11-81 Agreement)*

A monthly rated employe occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours pay at the equivalent straight time rate for the Day after Thanksgiving Day, provided compensation paid such employe by the Carrier is credited to the workdays immediately preceding Thanksgiving Day and immediately following the Day after Thanksgiving Day.

*(Article IV(d) - Holidays, 12-11-81 Agreement)*

Except as specifically provided in paragraph c above, existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are extended to apply to the Day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

*(Article IV(c) - Holidays, 12-11-81 Agreement)*

#### Section 4

Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section 1 hereof shall continue to be applied without change.

*(Article II, Section 1(b), 10-7-71 Agreement)*

## Section 5

(a) Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Veterans Day and to Christmas Eve (the day before Christmas is observed) in the same manner as to other holidays listed or referred to therein.

*(Article II, Section 2(b), 10-7-71 Agreement, as revised by 12-4-75 Agreement)*

(b) All rules, regulations or practices which provide that when a regularly assigned employe has no assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

*(Article II, Section 1(c), 10-7-71 Agreement)*

(c) Under no circumstance will an employe be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a workday, a rest day, and/or a vacation day.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

*(Article II, Section 1(c), 10-7-71 Agreement)*

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are not changed hereby.

*(Article II, Section 1(c), 10-7-71 Agreement)*

## Section 6

Article II, Section 6, of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, covering the birthday holiday, is eliminated. However, the adjustment in monthly rates of monthly rated employes which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in affect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2, of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

*(Article II, Section 1(d), 10-7-71 Agreement)*

## Section 7

When any of the eleven recognized holidays enumerated in Section 1, or any day which by agreement or by law or proclamation of the State or Nation has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employes vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

*(Article II, Sections 1(e) and 2(c), 10-7-71 Agreement, as revised by 12-4-75 Agreement)*

## **ARTICLE V - BEREAVEMENT**

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employee's involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

This Article shall become effective thirty (30) days after the date of this Agreement except on such Carriers where the organization representatives may elect to preserve existing rules or practices and so notify the authorized Carrier representative on or before such effective date.

*(From Article V, 12-6-78 Agreement)*

## **BEREAVEMENT LEAVE Q & A**

- Q-1: How are the three (3) calendar days to be determined?
- A-1: An employe will have the following options in deciding when to take bereavement leave:
- a) three (3) consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employe is scheduled to report for duty;
  - b) three (3) consecutive calendar days, ending the day of the funeral service; or
  - c) three (3) consecutive calendar days, ending the day following the funeral service.
- Q-2 Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?
- A-2 Three (3) days for each separate death; however, there is no pyramiding where a second death occurs within the three-day (3) period covered by the first death.
- Example:                   Employe has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employe would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.
- Q-3 An employe working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two (2) days or three (3) days of bereavement pay?
- A-3 A maximum of two (2) days.
- Q-4 Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A-4 No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employe's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.
- Q-5 Would an employe be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?
- A-5 Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

## **ARTICLE VI - JURY DUTY**

Insofar as applicable to the employees covered by this Agreement Article III - Jury Duty of the Agreement of September 2, 1969, is hereby amended to read as follows:

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:
  - (a) ends within four hours of the start of his assignment; or
  - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

This Article shall become effective fifteen (15) days after the date of this Agreement.

*(From Article VI, 12-6-78 Agreement)*

## **Double Time**

Attachment No. 3

All agreements, rules, interpretations and practices, however established, are amended to provide that service performed by a regularly assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

*(From 12-4-69 Agreement)*

Robert F. Allen  
Chairman

D.P. Lee  
General Council

G.F. Daniels  
Vice Chairman

R.P. Origer  
Director of Labor Relations

December 20, 1993

Mr. Norman D. Schwitalla  
International Vice President  
International Brotherhood of Electrical Workers  
10400 W. Higgins Road, Suite 110  
Rosemont, IL 60018-3736

Dear Mr. Schwitalla:

Effective February 1, 1994, this implements Article VII of the November 27, 1991 Imposed Agreement and is in complete settlement thereof.

1. Journeymen who perform the work listed in paragraphs (a) and (b) below shall receive a differential per hour for each hour actually spent performing the listed work as set forth below:

(a) Existing differentials paid to journeymen electricians for performing lead mechanic work shall be increased to 50 cents per hour.

(b) Existing differentials paid to journeymen electricians for performing federal inspector or welding work shall be increased to 25 cents per hour.

2. Journeymen electricians directly engaged in performing work on energized high voltage alternating current utility transmission or distribution lines shall receive a differential of 50 cents per hour for each hour actually spent performing such work. For the purposes of this paragraph, such high voltage lines shall mean those carrying in excess of 2400 volts.

3. When performing the work set forth in Sections 1 and 2 for four (4) hours or less in any one day, covered employees will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.

4. Communications electronic technicians (or equivalent maintainers) with a valid FCC license (or equivalent) who regularly perform repairs and adjustments on electronic equipment shall receive a differential of 50 cents per hour for all hours worked. This differential shall not be applicable to any employee(s) assigned to perform any gang type work such as construction, pole line, tower, and underground cable.

5. There shall be no compounding or pyramiding of these differentials. Any existing differentials for the above listed work that exceed the amounts specified shall be preserved.

6. The parties will cooperate to avoid any disruption of Carrier operations and any unnecessary increase in costs because of the application hereof.

7. The parties recognize and agree that this Letter Agreement is limited solely to the matter of skill differentials and this Letter Agreement and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any other rule or practice.

If the above accurately reflects our understandings, will you please so indicate by signing your name in the space provided below.

Very truly yours,  
/s/ R. F. Allen

I agree:

/s/ Norman D. Schwitalla

## **Agreed Upon Guidelines for Administration of Letter Agreement Differentials**

The parties wish to avoid misunderstandings about the implementation and application of the December 20, 1993 Letter Agreement differentials (hereinafter differentials) and have adopted the following to provide guidance on key points of administration.

- Q. Who is entitled to receive the differentials?
- A. Journeyman (including upgraded mechanics) who actually perform the listed work.
- Q. How does the differential apply where the position is that of journeyman and some welding, federal periodic locomotive inspection or lead mechanic work is required?
- A. When performing welding, federal inspector or lead mechanic work for four (4) hours or less in any one day, the employee will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day. This same principle applies with respect to employees covered by Section 2 differential (high voltage) when performing the work set forth in that provision.

NOTE: The Section 4 differential is payable on the basis of all hours worked. An employee covered by that provision who is compensated on a monthly basis shall be paid such differential for those hours on which service is actually performed.

- Q. Is a railroad restricted in any manner with respect to correcting any instances in which differential payments have been made erroneously?
- A. No.
- Q. Will application of the differentials require the establishment, advertisement or rebulletining of any position?
- A. No.
- Q. When must an employee's qualifications be known to the railroad or established?
- A. An examination or test to establish qualifications may be required as a prerequisite to assignment to a position subject to a differential of an employee who has not previously been qualified on such work by performance or otherwise.

FOR THE INT'L BRO. OF ELECTRICAL WORKERS:

/s/ Norman D. Schwitalla

International Vice President

FOR THE CARRIERS:

/s/ R. F. Allen

Chairman - National  
Carrier's Conference Committee

Robert F. Allen  
Chairman

D.P. Lee  
General Counsel

G.F. Daniels  
Vice Chairman

R.P. Origer  
Director of Labor Relations

December 20, 1993

Mr. Norman D. Schwitalla  
International Vice President  
International Brotherhood of Electrical Workers  
10400 W. Higgins Road, Suite 110  
Rosemont, IL 60018-3736

Dear Mr. Schwitalla:

During our discussions that led to the December 20, 1993 agreement on wage differentials, questions arose about the effect, if any, of certain of the agreed upon guidelines on pre-existing agreement rules, practices or the respective rights of the parties on the individual railroads.

One of those questions was whether the pay differentials would or would not apply to time paid for but not worked. The other was whether an employee demonstrating his qualifications for a position to which a differential applies would be under pay while so doing or on his own time.

In response to both questions we stated to you that the guidelines are silent in those respects which means they do not affect the individual railroad's pre-existing agreement rules, practices or the respective rights of the parties. It should be understood that the foregoing will not interfere with a railroad correcting any instances in which payments have been made erroneously.

If the above accurately reflects our understandings, will you please so indicate by signing your names in the space provided below.

Very truly yours,  
/s/ R. F. Allen

I agree:

/s/ Norman D. Schwitalla

Robert F. Allen  
Chairman

D.P. Lee  
General Counsel

G.F. Daniels  
Vice Chairman

R.P. Origer  
Director of Labor Relations

December 20, 1993

Mr. Norman D. Schwitalia  
International Vice President  
International Brotherhood of Electrical Workers  
10400 W. Higgins Road, Suite 110  
Rosemont, IL 60018-3736

Dear Mr. Schwitalia:

The parties agree to continue to meet to discuss establishment of additional pay differential assignments; the method of selection; the pay differential that will apply thereto; and any other appropriate provisions upon which the parties may agree.

Very truly yours,  
/s/ R. F. Allen

I agree:

/s/ Norman D. Schwitalia

## **ARTICLE VII - SKILL DIFFERENTIAL**

### **Section 1**

The letter agreement dated December 20, 1993 implementing Article VII of the November 27, 1991 Imposed Agreement is amended as provided below effective October 1, 1996:

a) Paragraph 1 of that letter is amended as follows:

1) The phrase "work listed in paragraphs (a) and (b) below" is amended to read "work listed in paragraphs (a), (b), and (c) below;";

2) the following provision is added:

'(c) a differential of 25 cents per hour shall be paid to journeymen electricians with a valid EPA certification who remove ozone-depleting chemicals from air conditioning systems."

b) Paragraph 2 of that letter agreement is amended to read as follows:

"Journeyman electricians directly engaged in performing work on energized high voltage alternating current utility transmission or distribution lines shall receive a differential of 65 cents per hour for each hour actually spent performing such work. Such differential shall be increased to 85 cents per hour for each hour actually spent performing such work effective January 1, 2000. For the purposes of this paragraph, such high voltage lines shall mean those carrying in excess of 2400 volts."

c) Paragraph 4 of that letter agreement is amended to read as follows:

"Communications electronic technicians (or equivalent maintainers) with a valid FCC license (or equivalent) who regularly perform repairs and adjustments on electronic equipment shall receive a differential of 65 cents per hour for all hours worked. Such differential shall be increased to 85 cents per hour for all hours worked effective January 1, 2000. This differential shall not be applicable to any employee(s) assigned to perform any gang type work such as construction, pole line, tower, and underground cable."

### **Section 2**

This Article is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

### **Section 3**

On a carrier where a differential in excess of 25 cents per hour is currently being paid to journeymen electricians for the work described in Section 1 (a) (2) of this Article, the General Chairman may elect to preserve such existing differential by written notification to the appropriate carrier official within thirty (30) days after the date of this Agreement.

(From Article VII, Sept. 1996 Mediation Agreement)

## AGREEMENT

Between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

And The

UNION PACIFIC RAILROAD COMPANY

---

This has reference to our recent discussion concerning the Company's desire to establish a classification of Certified Training Instructor for employees you represent covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); December 1, 1985 (CNW); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective January 1, 2006, this agreement establishes a monthly-rated Certified Training Instructor (**CTI**) position subject to the following conditions:

1. Certified Training Instructor – An employee appointed or designated by the Company to assist in the design and implementation of training needs of employees and apprentices, input on training plan, oversee and conduct technical and apprentice training, coordinate/schedule training and certification testing, performance evaluation, report to management training results, take appropriate action to ensure desired results are accomplished from training performed.
2. The **CTI** positions shall be monthly rated at a rate of \$4,300 per month. To determine the straight time hourly rate, divide the monthly rate by 176. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day during the assigned workweek; on the other hand no time is to be deducted unless the employee lays off of his own accord.
3. The workweek of these positions is "all service rendered" Monday through Friday with Saturday and Sunday rest days. However, it is understood that the workweek or hours of assignment may vary at the Company's discretion to meet training and operations needs. Work required on rest days and holidays will be paid at the time and one-half of the straight time rate of pay unless the workweek has been changed to accommodate training. **CTIs** will be required to travel to other locations to provide training and other services associated with the position. Travel on rest days and holidays will be paid at the straight time rate of pay.
4. **CTI** positions are established and filled at the company's discretion and therefore are exempt from the normal bid and bump provisions of the Collective Bargaining Agreements. Individuals appointed to these positions may be released from such positions at the discretion of the Company. An employee released from such positions will have a full exercise of seniority in accordance with the CBA. There shall be no more than three (3) **CTI** positions at any one location unless agreed to by the General Chairman and the highest Designated Labor Relations Officer.
5. The parties recognize the work performed pursuant to this Agreement is not within the scope of any agreement between the Company and the IBEW and can be performed by other crafts, non-agreement personnel or third party. Nothing in this Agreement requires the Carrier to establish positions covered by this agreement and such positions are established at the Carrier's discretion.
6. **CTIs** will make the training materials available to the Local Chairman or General Chairman for review upon request.

7. This Agreement may be canceled by either party by the serving of a 30-day written notice on the other party.

This Agreement is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national or local.

Signed this day December 21, 2005.

FOR THE:  
INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

FOR THE:  
UNION PACIFIC RAILROAD

/s/ Dan Moresette  
GENERAL DIRECTOR LABOR RLNS

Dan Moresette  
General Director

December 21, 2005

230-157  
230-15

Mr. V. L. Janecek  
General Chairman IBEW  
620 North Custer  
No Platte, NE 69101

**RE: Certified Training Instructor Position Agreement Dated December 21, 2005.**

Dear Sir:

With regard to the application of Section (4), while it is agreed that individuals assigned to the CTI positions are exempt from the normal bid and bump provisions of the CBA, it is understood that in cases of a force reduction at a location where CTIs are assigned, seniority shall prevail in determining what employee is furloughed.

If the above reflects our discussion and understanding, please sign in the space provided below to indicate your concurrence.

Sincerely,  
/s/ Dan Moresette

I Concur:

/s/ Vic Janecek  
General Chairman, IBEW

Dan Moresette

General Director

December 21, 2005

230-157  
230-40

Mr. V. L. Janecek  
General Chairman IBEW  
620 North Custer  
No Platte, NE 69101

**RE: Certified Training Instructor Position Agreement Dated December 21, 2005.**

Dear Sir:

With regard to the Agreement that establishes the CTI positions, it is agreed that the Agreement dated July 31, 1953, as amended, that established a rate of pay for Apprentice Classroom Instructors is cancelled and such rate and position will no longer exist.

If the above reflects our discussion and understanding, please sign in the space provided below to indicate your concurrence.

Sincerely,  
/s/ Dan Moresette

I Concur:

/s/ Vic Janecek  
General Chairman, IBEW

**Union Pacific Railroad**  
1400 Douglas Street, STOP 0710  
Omaha, NE 68169

**Andrea R. Gansen** Assistant Vice President

p 402 544 3073

May 4, 2011

230-15

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A North  
Richland Hills, TX 76182

Sir:

I am writing in response to the Organization's request for review of the Carrier's interpretation of the Certified Training Instructor Agreement with regards to whether said Agreement contemplates payment of additional holiday pay when a CTI's holiday falls on a Saturday.

Having given due consideration to the language of the CTI Agreement, as well as the language of the Monthly Rate Rule(s), I am instructing our payroll department to pay Certified Training Instructors eight (8) hours of holiday pay for those occasions when a holiday (as recognized by the National Agreement) falls on a Saturday (and is observed on the Saturday).

Thank you for your patience in this matter and should you have any questions, please do not hesitate to contact me or Sharon Boone.

Sincerely,

/s/ Andrea Gansen

CC: Brad Stock, NPS  
Sharon Boone, Labor Relations  
Toby M. Rees, Labor Relations  
Pete Jeyaram, Labor Relations  
Mark Gallagher, Mechanical  
Diana Anderson, Mechanical

**Union Pacific Railroad**  
1400 Douglas Street, STOP 0710  
Omaha, NE 68169

**Andrea R. Gansen** Assistant Vice President

p 402 544 3073

May 16, 2011

230-General; 230-TR; 230-15

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76182

Dear Sir:

This letter is to confirm our agreement to create the position of Senior Certified Training Instructor (CTI) in order to meet the mandated requirements of implementing Positive Train Control (PTC). The Senior CTI incumbent would be covered by the conditions and descriptions described in the December 21, 2005 CTI Agreement, focusing efforts on PTC training and curriculum. Additional responsibilities of the Senior CTI will be:

- Providing leadership for the CTIs responsible for PTC training, to include travel necessary to all locomotive shops involved in PTC installation, Maintenance and troubleshooting.
- Development and standardization of locomotive fleet PTC installation, maintenance and troubleshooting instructions.
- Continuous improvement of PTC instructions and assurance of consistent locomotive PTC training across the UP system.
- The Senior CTI's responsibility is the implementation of training; and he or she will not be involved in other customary supervisory or management responsibilities.

The following provisions will apply to the Senior CTI position:

- In recognition of the additional duties of the Senior CTI position, it will be paid at the monthly rate of \$5,840.00 and will be maintained at the rate of \$500.00 per month above that of an IBEW CTI.
- The Organization may cancel this Senior CTI agreement by giving the Carrier thirty (30) calendar day written notice.

Carrier management and the Senior CTI will communicate with the IBEW General Chairman, upon his request, to keep him apprised of the PTC qualifications, testing requirements, curriculum and certification requirements. Please confirm your agreement by signing in the space provided below.

Yours truly,

/s/ Andrea Gansen

Agreed:

/s/ Jim Wisniski  
General Chairman

Date: 5/16/11

May 7, 2012

230-19

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
N. Richland Hills, TX 76182

Dear Sir:

This has reference to our discussion regarding employees assigned to Certified Training Instructor (CTI) positions who return to electrician positions subject to the Collective Bargaining Agreement dated November 1, 1976 (UPRR); December 1, 1985 (CNW); April 19, 1957 (SPRR- WL); and, July 31, 1980 (DRGW).

In connection with our discussions regarding the above-identified Agreements, this letter shall serve to clarify that the December 21, 2005 Agreement did not provide limitations on a CTI's ability to exercise seniority by bidding to advertised positions. Specifically, employees assigned to CTI positions may bid on bulletined vacancies within the craft while assigned to such position.

In addition, because CTI positions did not exist at the time the above-referenced Agreements became effective, it is agreed that an employee who is involuntarily released from a CTI position and is returning to an electrician position will be allowed a full exercise of seniority in accordance with the governing CBA. However, an employee who relinquishes such position voluntarily will only be allowed displacement rights to an open position or the junior assigned employee in the class in which displacing. Such exercise of seniority rights will not subject the Carrier to penalty or liability as a result thereof.

If the foregoing fully and accurately reflects our understandings regarding these matters, please so indicate by affixing your signature and the date in the space provided below.

Yours truly,

Agreed:

/s/ Jim Wisniski            Date: 5/14/12  
General Chairman

CC: Andrea Gansen, Labor Relations

# AGREEMENT

between the

**UNION PACIFIC RAILROAD COMPANY**

and the

**INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS**

**SYSTEM COUNCIL NO. 2**

\* \* \* \*

This refers to the Agreement dated December 21, 2005, regarding the establishment of monthly-rated Certified Training Instructor (CTI) positions for employees represented by the IBEW.

It is important that CTIs possess the skills and knowledge necessary to teach all aspects of the CTI curriculum, and be able to help facilitate the implementation of new technology in the future. To accomplish these objectives, the parties agree to establish a Three (3) Tier compensation system that will reward a CTI based on their ability to effectively train modules within the Electrical Instruction Curriculum for Certification (EICC), as well as recognizing their tenure.

Therefore, IT IS **AGREED**:

1. With regard to the December 21, 2005 Agreement establishing CTI positions, the established monthly rate of pay provided in Section 2 thereof is hereby amended and a three (3) tiered system is established for Certified Training Instructors (CTIs) as set forth herein.
2. CTI's hired after the date of this Agreement will begin in Tier 3 and their monthly rate of pay will reflect the Tier 3 monthly rate set forth in the Table below.
3. Eligible employees assigned and working as a CTI on the date of this Agreement will have their monthly rate of pay grandfathered to reflect the Tier 2 monthly rate set forth in the Table below. Likewise, eligible employees assigned to and working a CTI position, who meet the requirements for advancement to Tier 1 prior to the date of this Agreement, will have their monthly rate of pay adjusted to reflect the Tier 1 monthly rate set forth in the Table below.

Tenure Requirements	Certification Requirements	<u>Compensation</u>	
<b>Tier3</b>	<i>A CTI must remain at Tier 3 for a minimum of six (6) months.</i>	<i>A CTI must be certified to teach a minimum of 150 hours of the training modules identified in the Electrical Instruction Curriculum for Certification before advancing to Tier 2.</i>	<i>The monthly rate of a newly hired CTI will be \$300 less than the monthly rate stated in Tier 2.</i>
<b>Tier2</b>	<i>A CTI must remain at Tier 2 for a minimum of eighteen (18) months.</i>	<i>A CTI must be certified to teach a total of 600 hours of the training modules identified in the Electrical Instruction Curriculum for Certification before advancing to Tier 1.</i>	<i>The monthly rate of a Tier 2 CTI will be \$5998.46 per month, subject to future general wage increases (GWI).</i>
<b>Tier 1</b>	NA	<i>A CTI at Tier 1 will need to be certified to teach any new training module(s) as required by the Company and may be expected to perform development of technical training.</i>	<i>The monthly rate of a Tier 1 CTI will be \$400 more than the monthly rate stated in Tier 2.</i>

**Note:** When a CTI becomes certified to teach a module within the Electrical Instruction Curriculum for Certification, the hours associated therewith may only be counted once to reach the minimum certification requirements necessary to advance to Tier 2 or Tier 1 as specified in the Table above.

- Only CTIs who perform frequent training duties, and are teaching the system standardized technical training modules identified within the Electrical Instruction Curriculum for Certification, are covered under the terms of this Agreement. Employees currently holding or subsequently assigned to a CTI position designated exclusively to the Positive Train Control (PTC) certification process are not covered under the terms of this Agreement.

5. Existing agreement terms and conditions applicable to the establishment of Certified Training Instructor (CTI) positions not specifically modified by this Agreement remain in full force and effect.
6. Issues of interpretation or disputes arising from this Agreement will be handled with the General Chairman and General Director of Labor Relations in accordance with the provisions of the Collective Bargaining Agreement. Upon request by either party, the parties will meet to discuss issues of concern which may be identified as the Agreement is implemented.
7. This Agreement may be cancelled by either party by serving a thirty (30) day written notice on the other party. In the event this Agreement is cancelled, the rate of pay for CTIs as set forth by the terms of the December 21, 2005 Agreement will apply.
8. The modifications set forth herein shall be effective October 1, 2013.

It is understood that this Agreement covers a unique situation and is made without precedent or prejudice to the position of either party. If you are agreeable to the foregoing, please so indicate in the space provided below.

Signed this 4th day of September, 2013.

**FOR THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

/s/ Jim Wisniski  
General Chairman, IBEW

**FOR THE  
UNION PACIFIC RAILROAD**

/s/ Sharon F. Boone  
General Director Labor Relations

## **BUILDING AMERICA**

November 19, 2020

Mr. Jim Wisniski  
General Chairman - Sytem Council 2 IBEW  
5750 Rufe Snow Drive, Suite 137  
North Richland Hills, TX 76182

RE: Establishment of Senior Certified Training Instructor

Dear Sir:

This refers to our discussions regarding the Parties' desire to establish monthly rated Senior CTI position(s). The Senior CTI would be governed by the terms and conditions as outline in the December 21, 2005 Agreement.

In addition to all duties and responsibilities outlined under Tier 1 of the September 4, 2013 Agreement, the Senior CTI will focus on training, certifications, course material updates, scheduling training and curriculum. Additional responsibilities and compensation for such are as follows:

1. Provide leadership for the CTI(s) responsible for training.
2. Implementation of training and certifications
3. In recognition of the additional duties, the Senior CTI will be paid an additional \$400 per month above the IBEW CTI Tier 1 monthly rate of pay. 1
4. The duties performed by Senior CTI will not set precedent in establishing the exclusive right to any work that occupants of Senior CTI positions perform.
5. This Agreement may be cancelled by either party by serving a thirty (30) calendar day written notice to the other party.

Upon request, Carrier management and Senior CTI will communicate with the IBEW General Chairman to keep him or designated representative apprised of the CTI qualifications, testing requirements, curriculum and certification requirements.

If you are agreeable to the terms and conditions and set forth herein, please indicate such by signing in the space provided below.

Sincerely,

/s/ Terrill Maxwell

AGREED:

/s/ Jim Wisniski (r.r.)  
General Chairman – IBEW

2 Page

**BUILDING AMERICA**

November 19, 2020

Mr. Jim Wisniski  
General Chairman - Sytem Council 2 IBEW  
5750 Rufe Snow Drive, Suite 137  
North Richland Hills, TX 76182

Dear Sir:

This refers to our discussions regarding the Tier 2 and Tier 3 tenure criteria for Certified Training Instructors (CTI) pursuant to the September 4, 2013 Agreement.

The Agreement referenced above provides in pertinent part that a Tier 3 CTI must remain at Tier 3 for a minimum of six (6) months and a Tier 2 CTI must remain at Tier 2 for a minimum of eighteen (18) months.

The parties have agreed to modify the tenure requirement of the Agreement between International Brotherhood of Electrical Workers and and Union Pacific Railroad as follows:

1. The Tier 3 tenure requirement of six (6) months is eliminated. Tier 3 CTI must complete 150 hours of training before advancing to Tier 2.
2. The Tier 2 tenure requirement of eighteen (18) months is eliminated. Tier 2 CTI must complete 600 hours of training before advancing to Tier 1.

If the foregoing correctly sets forth the parties' understanding, please sign in the space provided below.

Sincerely,

/s/ Terrill Maxwell

AGREED:

/s/ Jim Wisniski (r.r.)

General Chairman – IBEW

AGREEMENT

Between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

And The

UNION PACIFIC RAILROAD COMPANY

---

This has reference to our recent discussion concerning establishment of a classification of Classroom Instructor for employees you represent covered by Union Pacific Railroad Company Collective Bargaining Agreement effective November 1, 1976, the Missouri Pacific Railroad Company Collective Bargaining Agreement effective June 1, 1960, the Texas & Pacific Railway Company Collective Bargaining Agreement effective August 1, 1969, the Missouri-Kansas-Texas Railroad Company Collective Bargaining Agreement effective January 1, 1957, the Chicago & North Western Transportation Company Collective Bargaining Agreement effective December 1, 1985, and the Collective Bargaining Agreement covering Communication employees on the Union Pacific Railroad Company effective July 1, 1977.

Effective October 1, 1995, a differential shall be established for Classroom Instructor subject to the following conditions:

- (1) Classroom Instructor - An employee designated by the Carrier to perform classroom instruction.
- (2) A differential allowance of fifty (50) cents per hour above the journeyman rate will be paid to journeymen for each hour actually spent performing Classroom Instructor work. When performing Classroom Instructor work for four (4) hours or less in any one day, employees will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.
- (3) There shall be no compounding or pyramiding of the above differential with any other differential.
- (4) This Agreement is limited solely to the matter of skill differential and this Agreement and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice. Classroom Instructor work is not to be considered within the scope of any Agreement and the parties recognize this work will not be performed exclusively by the craft.

Signed this 19th day of September, 1995.

FOR THE ORGANIZATION:

/s/ Vic Janacek

/s/ A. H. Gonzales

FOR THE CARRIER:

/s/ Dan Moresett

/s/ D. J. Smith

## **ARTICLE V - INCIDENTAL WORK RULE.**

### **Section 1**

The coverage of the Incidental Work Rule is expanded to include all shopcraft employees represented by the organization party hereto and shall read as follows:

Where a shopcraft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shopcraft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

### **Section 2**

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

### **Section 3**

This Article shall become effective ten (10) days after the date of this Imposed Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

(From Article V, 11-27-91 Imposed Agreement)

November 27, 1991

#14

Mr. E.P. McEntee, Int'l. Vice President  
International Bro. Of Electrical Workers  
10400 W. Higgins Road, Suite 720  
Rosemont, Illinois 60018

Dear Mr. McEntee:

This is to confirm our understanding that the changes to the incidental work rule resulting from the Imposed Agreement shall not be applied to assign work of employees represented by your organization to employees of any organization not a party to the same or substantially similar changes in the rule or rules governing assignment of mechanical and shop craft work, and vice-versa.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

/s/ C. I. Hopkins, Jr.

I agree:

/s/ Edward P. McEntee

## ARTICLE VI - SUBCONTRACTING

Article II, Subcontracting, of the September 25, 1964 National Agreement, as amended, is further amended as follows to implement the report and recommendations of presidential Emergency Board No. 219, as interpreted and clarified by Special Board 102-29, and that report and recommendations as well as the questions and answers that interpret and clarify them are specifically incorporated herein by reference:

### Article II - Subcontracting

The work set forth in the classification of work rules of the craft parties to the Imposed Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the craft pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. The maintenance and repair of equipment which has been historically (not necessarily exclusively) maintained and repaired by a carrier's own employees, no matter how purchased or made available to the carrier, shall not be contracted out by the carrier except in the manner specified. In determining whether work falls within either of the preceding sentences, the practices at the facility involved will govern.

### Section 1 - Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available or sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the buying in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

### Section 2 - Advance Notice - Submission of Data - Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefore, together with supporting data sufficient to enable the General Chairman to determine whether the contract is consistent with the criteria set forth above.

Advance notice shall not be required concerning minor transactions. A minor transaction is defined for purposes of notice as an item of repair requiring eight man-hours or less to perform (unless the parties agree on a different definition) and which occurs at a location where mechanics of the affected craft, specialized equipment, spare units or parts are not available or cannot be made available within a reasonable time.

The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action.

If no agreement is reached at the conference following the notification, either party may submit a demand for an expedited arbitration within five working days of the conference. Except in emergencies, the carrier shall not consummate a binding subcontract until the expedited procedures have been implemented and the arbitrator has determined that the subcontract is permissible, unless the parties agree otherwise. For this purpose, an "emergency" means an unforeseen combination of circumstances, or the resulting state, which calls for prompt or immediate action involving safety of the public, employees, and carriers' property or avoidance of unnecessary delay to carriers' operations.

### Section 3 – Request for Information When No Advance Notice Given

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Disputes concerning a carrier's alleged failure to provide notice of intent or to provide sufficient supporting data in a timely manner in order that the general chairman may reasonably determine whether the criteria for subcontracting have been met, also may be submitted to a member of the arbitration panel, but not necessarily on an expedited basis. In the event the parties are unable to agree on a schedule for resolving such a dispute, the arbitrator shall establish the schedule.

### Section 4 - Establishment of Subcontracting Expedited Arbitration Panels

The parties shall establish expedited panels of neutral arbitrators at strategic locations throughout the United States, either by carrier or region. Each such panel shall have exclusive jurisdiction of disputes on the carrier's system or in the applicable geographical region, as amended by this Imposed Agreement. The members of each of those panels shall hear cases or a group of cases on a rotating basis. Arbitrators appointed to said panels shall serve for terms of two years provided they adhere to the prescribed time requirements concerning their responsibilities. These arbitrators shall be compensated for their services directly by the parties.

### Section 5 – Consist

Six neutral arbitrators shall be selected for each subcontracting expedited arbitration panel, unless the parties shall agree to a different number.

### Section 6 – Location

Hearings and other meetings of arbitrators from the subcontracting expedited arbitration panels shall be at strategic locations.

### Section 7 – Referees

If the parties are unable to agree on the selection of all of the arbitrators making up a panel within 30 days from the date the parties establish a panel of neutral arbitrators, the NMB shall be requested to supply a list of 12 arbitrators within 5 days after the receipt of such request. By alternate striking of names, the parties shall reduce the list to six arbitrators who shall constitute the panel. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

### Section 8 – Filling Vacancies

Vacancies for subcontracting expedited arbitration panels shall be filled by following the same procedures as contained in Section 7 above.

## Section 9 – Content of Presentations

The arbitrator shall not consider any evidence not exchanged by the parties at least 48 hours before the commencement of the hearing. Other rules governing the scope and content of the presentations to the Panels shall be established by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

## Section 10 – Procedure at Board Meetings

Upon receipt of a demand under Section 2 of this Article, the arbitrator shall schedule a hearing within three working days and conduct a hearing within five working days thereafter. The arbitrator shall conclude the hearing not more than 48 hours after it has commenced. The arbitrator shall issue an oral or written decision within two working days of the conclusion of the hearing. An oral decision shall be supplemented by a written one within two weeks of the conclusion of the hearing unless the parties waive that time requirement. Any of these time limits may be extended by mutual agreement of the parties. Procedural rules governing the record and hearings before the Panels shall be determined by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

## Section 11 – Remedy

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of this Article, which is sustained, the arbitrator's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

(b) If the arbitrator finds that the Carrier violated the advance notice requirements of Section 2 [in non-emergency situations], the arbitrator shall award an amount equal to that produced by multiplying 50% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the carrier who would have done the work, provided however that where the carrier is found to have both failed to consult and wrongfully contracted out work, the multiplier shall be 10% rather than 50%. The amounts awarded in accordance with this paragraph shall be divided equally among the claimants, or otherwise distributed upon an equitable basis, as determined by the arbitrator.

## Section 12 – Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination. The carrier agrees to apply the decision of an arbitrator in a case arising on the carrier's property which sustains a grievance to all substantially similar situations and the Organization agrees not to bring any grievance which is substantially similar to a grievance denied on the carrier's property by the decision of the arbitrator.

Decisions of arbitrators rendered under this Article shall be subject to judicial enforcement and review in the same manner and subject to the same provisions which apply to awards of the National Railroad Adjustment Board.

## Section 13 – Disputes Referred to Other Boards

Disputes arising under Article I, Employee Protection, Article III, Assignment of Work – Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing shall not be subject to the jurisdiction of any Subcontracting Expedited Arbitration Panel.

Disputes under Article II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but can be handled directly with the highest officer in the interest of expeditious handling. This Article sets up special time limits to govern the handling of cases before the expedited arbitration panels, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the expedited arbitration panels are not subject to the provisions of the standard Time Limit Rule.

If there should be any claims filed for wage loss on behalf on a named claimant arising out of an alleged violations of Article II – Subcontracting, such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II – Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

\* \* \* \*

Article VI of the September 25, 1964 Agreement, as amended, is further amended to delete (a) all references to Article II – Subcontracting, and (b) Section 14 – Remedy (and to renumber the subsequent sections accordingly).

(From Article VI, 11-27-91 Imposed Agreement)

January 12, 1995

230-27  
230-29

MR V L JANECEK  
GENERAL CHAIRMAN IBEW  
620 NORTH CUSTER  
NO PLATTE NE 691 01

Dear Sir:

This has reference to our discussion this date concerning time limits for recall notification furnished to furloughed employees.

As a result of our discussion and in an effort to standardize the process system wide for employees you represent covered by the Collective Bargaining Agreements between the Union Pacific Railroad Company effective November 1, 1976, as amended; the Missouri Pacific Railroad Company effective June 1, 1960, as amended; and, the Texas and Pacific Railway Company effective April 1, 1969, as amended, it was agreed that effective February 1, 1995, the following would supersede any provisions of the above three (3) Collective Bargaining Agreements that may be in conflict therewith:

**"In the restoration of forces, senior laid off employees will be given preference in returning to service, if available within ten (10) days, and shall be returned to their former positions if possible. An employee's failure to report to service within ten (10) days of notification by certified mail to the last address of record will automatically terminate his service and seniority unless the ten (10) days is extended by mutual agreement between local committee and local managers. Recall letters will be issued in standard format."**

If you are agreeable to amending the existing provision of the above-referred to Agreements to include the provision indicated herein will you please indicate in the space provided below.

Yours truly,

/s/ D. J. Smith

AGREED:

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

May 13, 1996

cc: 230-15  
230-157  
NYD-146

MR V L JANECEK  
GENERAL CHAIRMAN IBEW  
620 NORTH CUSTER  
NO PLATTE NE 691 01

Dear Sir:

This has reference to our discussion concerning the establishment of monthly-rated positions to provide certain servicing, inspecting, repairing, and maintenance to locomotives.

As a result of our discussion, it was agreed the Missouri Pacific Railroad Company Collective Bargaining Agreement effective June 1, 1960; The Texas and Pacific Railway Company Collective Bargaining Agreement effective August 1, 1969; the Missouri-Kansas-Texas Railroad Company Collective Bargaining Agreement and the Oklahoma, Kansas, and Texas Railroad Company Collective Bargaining Agreement effective January 1, 1957; and the Union Pacific Railroad Company Collective Bargaining Agreement effective November 1, 1976, will be amended effective May 16, 1996, to include monthly-rated Electrician-Road positions on the following basis:

**"Monthly-rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.**

**To determine the straight time hourly rate, divide the monthly rate by 213. Except as hereinafter provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand, no time is deducted unless the employee lays off of his own accord.**

**An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.**

**Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.**

**If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.**

**Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.**

**Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employees availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on Thanksgiving Day is pursuant to Article IV of the December 11, 1986 National Agreement and is not to be construed as a duplicate payment.)**

**Positions will be bulletined and be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.**

**The monthly rate of pay for this position will be \$ 3500.00 effective May 16, 1996. This monthly rate includes compensation for any and all skill or other differentials in effect as of the date of this Agreement."**

Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in paragraph two of page 1 of this letter without the Company being subject to claims for utilizing the employee on a property identified in paragraph two of page 1 other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It was further understood that the work performed by employees assigned to such position will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and no reference to this letter shall be made within the context of negotiations, national or local, to which this or any other carrier may be a party. If you are agreeable to the above understandings, will you please so indicate in the space provided below.

Yours truly,

/s/ D. J. Smith

AGREED:

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

**AGREEMENT  
Between The  
UNION PACIFIC RAILROAD  
And The  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

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This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) Monthly rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employee's availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on the day after Thanksgiving Day is pursuant to Article IV of the December 11, 1981 National Agreement and is not to be construed as a duplicate payment.)
- (8) Positions will be bulletined and will be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82, effective February 1, 2007. This monthly rate reflects compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement.

- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician- Road is headquartered. It is further understood that the work performed by employees assigned to such positions will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Signed this day February 1, 2007.

FOR THE:  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

FOR THE:  
UNION PACIFIC RAILROAD

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW SC#2

/s/ Dan Moresette  
GENERAL DIRECTOR LABOR RLNS

Andrea Gansen  
General Director

December 28, 2009

230-15  
c: 230-157

Mr. Jim Wisniski  
General Chairman IBEW  
5342 Davis Blvd., Suite C  
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreements we have reached establishing monthly-rated Electrician-Road positions headquartered at various outlying points. Consistent with prior similar agreements, we have also agreed that should an electrician be assigned to one of such positions for one calendar year and the operations require the electrician to remain at that location, the parties will meet upon request to discuss the handling of such electrician's seniority.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,

/s/ Andrea Gansen

AGREED:

/s/ Jim Wisniski  
General Chairman, IBEW

**Andrea R. Gansen**  
General Director

December 28, 2009

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76182

Dear Sir:

This letter is in reference to the Road Electrician Agreement dated February 1, 2007, and our discussions regarding the intent and interpretation of paragraph 8 of that Agreement.

The Road Electrician position was not created as a right of selection job and the language of paragraph 8 is to be applied in accordance with the applicable Collective Bargaining Agreement. To further clarify this issue, the Carrier and Organization agree that Road Electrician positions will be filled by seniority. Should management determine that an individual filling a bulletined Road Electrician position does not demonstrate the aptitude for the positions by fair trial (as defined in the applicable Collective Bargaining Agreement), the Road Electrician may be disqualified from the position.

If you are in agreement, please indicate by signing and returning one original of this letter to me.

Sincerely,  
/s/ Andrea Gansen

AGREED:

/s/ Jim Wisniski  
General Chairman IBEW

AGREEMENT BETWEEN  
SYSTEM COUNCIL #2 OF  
THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
AND  
UNION PACIFIC RAILROAD

The Rail Safety Improvement Act of 2008 created the requirement for Union Pacific Railroad to implement Positive Train Control (PTC) on its systems by December 31, 2015. The training for personnel and their direct supervisors whose duties and responsibilities include working on the onboard Positive Train Control equipment has been mandated by the FRA at CFR 49 236.1041. It states: "Employers shall establish and implement training and qualification programs for PTC systems subject to this subpart. These programs must meet the minimum requirements set forth in the PTCDP and PTCSP in sections 236.1039 through 236.1045, as appropriate, for the following personnel: (1) Persons whose duties include installing, maintaining, repairing, modifying, inspecting, and testing safety-critical elements of the railroad's PTC systems, including central office, wayside, or *onboard subsystems*..."(emphasis added).

To address this unique circumstance, the Organization and Carrier agree as follows:

1. PTC training will be posted for application and assigned in seniority order. The required training and testing is as follows:
  - a. LOPTC is currently a two-day course of classroom training with an exam (open book). A score of 80% is required to pass. This is required for certifying an Electrician to perform maintenance and troubleshooting of the PTC system.
  - b. LOPTCI is currently an eight-day course of hands-on instruction for installation of the PTC system. The installation work will be directed and reviewed by a Certified Training Instructor to determine if the Electrician performed the installation by criteria determined from the standard work document for the particular unit installed. Any disagreement regarding the performance of the employee in demonstrating ability to install the PTC system will be handled between Management and the Local Chairman.
  - c. It is understood that the process and technology of this PTC work is evolving and, as such, the training may also change in the future. Therefore, the parties agree to meet every six (6) months to review the PTC training processes, as long as those changes are continuing to be made. Meetings to address issues with the application of this Agreement will be held upon the request of either party.
2. Electricians failing LOPTC may apply for training once more within a six (6) month period. Electricians failing LOPTC on their second attempt must wait six (6) months before re-applying for training. Electricians failing LOPTC on their third attempt may apply for training and be allowed to train after those employees who have not had opportunity to train and test at least twice.
3. Electricians failing LOPTCI may apply for training once more within a six (6) month period. Electricians failing LOPTCI on their second attempt must wait six (6) months before re-applying for training. Electricians failing LOPTCI on their third attempt may apply for training and be allowed to train after those employees who have not had opportunity to train and test at least twice.
4. Electricians bidding or bumping onto an Electrician position assigned to PTC installation must be LOPTC and LOPTCI qualified. Bulletins for positions responsible for PTC installation will state: "This position requires LOPTC and LOPTCI qualifications, will perform PTC installation work and is covered by the Hours of Service (HOS) rules for Signal work."

5. Electricians bidding or bumping onto an Electrician position assigned to PTC maintenance and troubleshooting must be LOPTC qualified. Bulletins for positions responsible for PTC maintenance and troubleshooting will state: "This position requires LOPTC qualification, will perform PTC maintenance and troubleshooting work and is covered by the Hours of Service (HOS) rules for Signal work."
6. Electricians who bid and are assigned to PTC work (either installing or maintenance and troubleshooting) will be paid a differential of \$0.25 per hour (not subject to General Wage Increase and not to be pyramided with any other differential, whether that differential currently exists or results from other bargaining, either National or Local).
7. Any Electrician who bids and is assigned to PTC work (either installing or maintenance and troubleshooting), who elects to voluntarily bid to a non-PTC work position may be held on their PTC assignment in order for the Carrier to assign a sufficiently trained replacement, but in no case more than 30 days.

This Agreement is being made due to the unique circumstances herein and, as such, will not be cited as precedent nor referred to in future claims, grievances, arbitration or negotiations (Local or National), except as needed for enforcement of the terms herein.

Agreed on this 8th day of March, 2011.

For System Council #2 of  
International Brotherhood of Electrical Workers:

/s/ Jim Wisniski  
Jim Wisniski, General Chairman

For Union Pacific Railroad:

/s/ Sharon F. Boone  
Sharon F. Boone, General Director Labor  
Relations

/s/ Andrea R. Gansen  
Andrea R. Gansen, AVP Labor Relations

March 8, 2011

230-121; 230-132

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A North Richland  
Hills, TX 76182

Dear Sir:

This has reference to the Agreement dated March 8, 2011, regarding qualification and assignment to PTC on board system installation, maintenance and troubleshooting.

It is agreed that in the event a senior applicant for a PTC position requiring the LOPTC and LOPTCI training and certification did not receive the required training and certification due to circumstances beyond his or her control, the applicant will be awarded the position and afforded LOPTC and (if required) LOPTCI training and certification pursuant to the terms of the Collective Bargaining Agreement. Circumstances beyond the control of the applicant would include, but not be limited to, leave of absence, vacation, bereavement, or jury duty that conflicted with the applicant's ability to be scheduled for training.

In such a case, failure to pass the PTC qualification requirements for the position will result in disqualification and the employee will be returned to his or her former position and be subject to the provisions of the Agreement dated March 8, 2011, for any future training.

If this accurate reflects our understanding in this matter, please indicate by signing below.

Sincerely,  
/s/ Sharon Boone

AGREED:

/s/ Jim Wisniski  
Jim Wisniski, General Chairman IBEW

**AGREEMENT**  
**Between The**  
**UNION PACIFIC RAILROAD COMPANY**  
**And Its**  
**EMPLOYEES REPRESENTED BY SYSTEM COUNCIL NO. 2**  
**Of The**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

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In recognition of improved technology, instructional materials and educational opportunities that are available, the following is to provide a consistent system-wide apprentice training program of developing employees to become skilled, competent journeymen electricians.

The parties therefore mutually concur in standardizing and modernizing the existing apprentice rules of the applicable Collective Bargaining Agreements. Accordingly,

**IT IS AGREED:**

**Section 1. Selection of Apprentices.**

- (a) Management shall select candidates for the apprenticeship program.
- (b) The Company will advise the General Chairman of information regarding apprenticeship opportunities.

**Section 2. Training Period.**

(a) Apprentices shall serve three (3) training periods of two-hundred and forty-four (244) days each totaling seven-hundred thirty-two (732) days. Six (6) hours shall constitute a day of service, however, an apprentice will not be credited for more than one (1) day in a twenty-four (24) hour period. These training periods contemplate days of actual work except as provided herein.

(b) Apprentices shall work under the direction of a journeyman electrician, and two apprentices shall not be directed to work together as partners. Apprentices are expected to be productive employees and journeymen will be responsible for evaluating the Apprentice's progress.

**Section 3. Probationary Period.**

(a) All apprentices shall be subject to a probationary period of one-hundred twenty-two (122) work days during which period they may be removed from service if the apprentice is progressing unsatisfactory or if they are determined by the Company to show insufficient aptitude or interest in learning the trade; however, the local chairman will be notified before such action is taken.

(b) Nothing in this section shall be construed as prohibiting an apprentice from being dismissed, suspended or dropped from the Apprenticeship Program for cause subsequent to the

probationary period through the procedures of applicable discipline rule of the Collective Bargaining Agreement.

#### **Section 4, Hours of Work.**

Apprentices shall be assigned to the some hours, starting time and work weeks to which journeymen are assigned at the facility involved, except that apprentices shall be assigned to the first shift during the first one hundred twenty-two (122) days of their apprenticeship unless otherwise agreed upon by the Local Chairman and the local manager. There shall be no compensation for apprentices as a result of changing shift during their training period. Apprentices shall not be placed on overtime list and will be used for overtime only when all available journeymen electricians on the overtime call list have been called, except as provided in Section 15 hereof. Any hours the apprentice spends at vocational or trade schools in connection with the apprentice training program will be considered as part of the duties of the regular assignment.

#### **Section 5, Technical Instruction.**

(a) Each apprentice will receive and must satisfactorily complete a course of instruction on the technical subjects related to the craft, the costs of which shall be paid by the Company. The related instruction may include classroom instruction provided on company property, correspondence courses, outside vocational or trade schools of which home study may be required. The total amount of technical Instruction provided by vocational or trade schools, Shopcraft training or correspondence courses, will be at least a minimum of one hundred twenty hours (120') per year.

(b) Progress in connection with any lessons and/or classroom attendance will not be considered satisfactory if the apprentice becomes delinquent in completing such lessons or fails to attend classroom assignment, or if the apprentice becomes more than two (2) months behind, the apprentice shall be withheld from service without formal investigation until lessons are brought current. Illness or other causes beyond the control of the apprentice will be taken into consideration. An apprentice may be dropped from the apprentice program subsequent to the probationary period specified in Section 4 if the Company determines by formal hearing pursuant to the applicable discipline rule that the apprentice has failed to maintain satisfactory progress in related technical training. An apprentice dismissed from service solely because of unsatisfactory technical training progress will be reinstated if, within fifteen (15) calendar days from the date of the dismissal, all deficient training requirements are brought to a satisfactory standard as determined by the apprentice supervisor. This provision will only be permitted once during the apprenticeship.

(c) In the event an apprentice is not making satisfactory progress, the Carrier's representative and the Apprentice Instructor shall attempt to ascertain the cause and institute appropriate corrective action, Local Chairman to be kept apprised of such action.

#### **Section 6. Transfers.**

(a) An apprentice may, without penalty to the apprenticeship, request permanent transfer to another location on the system with such request to be contingent upon the concurrence of local managers and Local Committee at both points. Notification of permanent transfers to be furnished to General Chairman.

(b) Family circumstances permitting, the Company may send an apprentice to another point for up to one-hundred twenty-two (122) days) to further his/her training. Prior to making transfer, the Local Chairman at the point to which the apprentice is being transferred from and the Local Chairman at the point to which the apprentice is being transferred to will be notified. When such transfer is to a facility more than thirty (30) miles from the apprentice's present facility, fifteen (15) calendar days' advance notice will be given, and the following special rules will apply (this does not include permanent transfers voluntarily made by the apprentice or temporary transfers allowed at the request of the apprentice and not required by management):

(1) Transportation for the initial trip to the away-from-home point and for the final return trip for the transfer back to home point will be furnished by the Company or at the Company's option, the

Company's authorized rate per mile will be paid for the round trip. If apprentice drives automobile for that round trip, the apprentice shall be allowed the straight time hourly rate of pay while traveling paid at the rate of one hour's (1') pay at the straight time rate of pay for each fifty-five (55) miles traveled via the most direct route. The employee will be reimbursed for actual necessary expenses if meals and lodging are not provided by the Company.

(2) If the transfer of the apprentice is for the purpose of attending a technical or manufacturers school he shall be paid the hourly rate of his/her position for eight (8) hours per workday, five (5) workdays per week, during such periods of assignment. The employee will be reimbursed for actual necessary expenses if meal and lodging are not provided by the Company.

### **Section 7. Road Work.**

Apprentices may, following the first period, also be required to accompany a journeyman or journeymen on the road service assignments away from their home point in order to gain practical knowledge and experience in affecting repairs to equipment under normal operating conditions. No more than one (1) apprentice at a time at point employed will be utilized on road service assignments and apprentices will be rotated for such training.

### **Section 8. Apprentice Seniority.**

(a) Apprentices will hold seniority as such, to commence as of the first day worked in that capacity; however, during the apprenticeship period, this seniority will be utilized only for the purposes of vacation selection, transfers, reduction and recall of forces, for choice of working hours, and rest days when more than one apprentice is in training at the same location and a seniority preference can be honored without interfering with training in the various aspects of work. An apprentice who permanently transfers to another location will establish a seniority date at the new work location as of the first day worked at such facility and will, after thirty (30) days, forfeit the prior seniority date originally established at the former location.

(b) Apprentices will not obtain seniority at another seniority point to which they may be transferred for the purpose of acquiring training and experience, unless permanently transferred from one seniority point to another pursuant to an Implementing Agreement or CBA provision.

### **Section 9 Administration.**

The Company shall designate a person to coordinate and oversee the apprenticeship program and the training program as outlined. Adequate records will be maintained as to the work experience, related instruction and progress of each apprentice and will be made available for inspection to the Local Chairman upon request. Upon completion of apprenticeship program, the records will be furnished to the apprentice upon written request. Records for any apprentice may be destroyed six (6) months after his/her certificate of completion has been issued if no request is made.

### **Section 10. Training Schedule.**

Apprentices will receive training and on-the-job experience in areas listed in the Mechanical Department Locomotive Electrician Training Task & Performance Reference & Validation Booklet to cover all aspects of their trade at the point sufficient to enable them to perform their duties in an efficient and workmanlike manner. Insofar as practicable, on-the-job training and technical training will be on the same subject at the same time, time periods indicated are suggested guidelines only. It is recognized that because the facilities and work vary from point to point, the training schedules will vary accordingly in order to properly train the apprentice for the work most likely to be performed as a journeyman. The Local Chairman will be kept apprised of the apprentice's training.

**Section 11, Rates of Pay.**

(a) The following hourly rates of pay which reflect any COLAs applicable for apprentices are in effect:

<b><u>Period</u></b>	<b><u>100% Rate of Pay</u></b>
1	\$17.89
2	\$18.14
3	\$18.67

(b) The existing hourly rates of pay for apprentices subject to the entry rate progression provisions of the May 18, 1998 Agreement shall be adjusted to reflect the above rates as of the effective date of this Agreement. The above rates of pay shall have no retroactive effect and no employees will receive any retroactive compensation for service performed prior to the effective date of this Agreement.

**Section 12, Ratio of Apprentices.**

(a) The ratio of apprentices shall not be more than one (1) to every five (5) journeyman.

(b) When the needs of the service require more apprentices, the matter shall be submitted to the General Chairman for approval.

**Section 13, Safety.**

Apprentices shall receive full instruction on safety throughout their training period.

**Section 14, Experience Credit.**

Any apprentice with previous experience, formal training, or formal education applicable to the craft as referred to on Attachment "A" may, upon written request submitted to the designated Company representative and Local Chairman within ninety (90) days of commencing the apprenticeship, have such experience, training, and education evaluated by the designated Company representative and Local Chairman. After joint evaluation, the apprentice will be advised of any advance credit to be granted. If credit is granted, the seven hundred thirty-two (732) days' apprenticeship will be reduced by the approved number of credited days and the apprentice will be placed in the appropriate step rate. An employee who has experience as an Electrician Helper with the Company will be granted experience credit for time worked as a Helper up to one full training period.

If after joint evaluation the parties are unable to agree on granting of advance credit, the dispute will be handled directly between the General Chairman and the Company's highest officer, subject to the normal and customary dispute resolution procedures. In no event will this result in establishment of a seniority date for the apprentice prior to the date commencing the apprenticeship program with the Company.

**Section 15, Upgrading.**

(a) The upgrading of apprentices to positions of journeymen may be made when all journeymen at the seniority point are assigned to work not less than forty (40) hours per week (except in a week in which a holiday occurs) and there are no additional qualified journeymen available on the system who have indicated their desire to fill the vacancy.

(b) Apprentices upgraded under this Agreement shall continue to accumulate seniority as apprentices and all time worked subject to Section 2 will be credited to their apprenticeship time. Upon completion of the time specified in this Apprenticeship Agreement, apprentices upgraded in accordance with this Agreement will receive a journeymen seniority date on the seniority roster at the point employed pursuant to this Agreement.

(c) The upgrading of apprentices to positions of journeymen will be made with due consideration given to seniority, demonstrated ability and progression in the training program.

(d) Apprentices who have been credited with or served four hundred eighty-eight (488) days of actual service of their apprenticeship will be upgraded at the point employed provided no journeymen are furloughed at that point and no senior apprentices are demoted as provided herein. Apprentices who have served two-hundred and forty-four (244) days of actual service of their apprenticeship may be upgraded if the apprentice demonstrates the ability to perform the work satisfactorily before a designated Company representative and the Local Chairman. If journeymen are subsequently laid off in force reduction, apprentices upgraded under this Agreement will be demoted in reverse order of upgrading. Journeymen furloughed at other points may displace any upgraded apprentice upgraded under this Agreement in which case the apprentice displaced will be demoted. When the Company's complement of journeymen cannot be filled by calling back furloughed journeymen at the point involved, apprentices upgraded and have been set back as provided herein may again be upgraded.

Upgraded journeymen will be eligible to perform overtime service.

Upgraded apprentices will be required to complete remaining training appropriate to their experience.

### **Section 16, Tools.**

(a) After completion of the probationary period provided in Section 3, an apprentice will be issued a set of Company hand tools for use in the performance of assigned duties as an apprentice and after completion of apprenticeship.

(b) The set of tools referred to will generally consist of those Items listed below. The tools furnished may vary from location to location in view of the specific type of work the respective employees may be required to perform at such locations:

- Toolbox
- Tool Pouch
- Flashlight
- 8" and 10" Open End Adjustable Wrench
- Wire crimper
- Multi-Meter
- 1 Set Phillips and Standard Screw Drivers
- Pliers - Channel lock, Needle nose, diagonal
- 3/8" Drive Socket Set
- Nut Driver Set
- Combination Wrenches - 3/8" to 3/4"

### **Section 17, Completion of Apprenticeship.**

(a) Following satisfactory completion of seven hundred thirty-two (732) working days, except as provided in Section 14, an apprentice will establish a retroactive seniority date as a journeyman Electrician at the location employed. In no event will this result in establishment of a seniority date for the apprentice prior to the date commencing the apprenticeship program with the Company.

(b) Employees who enter military service or lose time due to National Guard or military reserve training will be granted a retroactive journeyman's seniority date in accordance with legal requirements of applicable veterans' reinstatement legislation.

(c) Following satisfactory completion of seven hundred thirty-two (732) working days, except as provided in Section 15, apprentices will be allowed to work at least one (1) working day to establish journeyman seniority.

(d) Notification of the completion of the apprenticeship will be furnished to the apprentice and the Local Chairman establishing the apprentice's journeyman seniority date. The apprentice will have a period of not to exceed thirty (30) calendar days from the date of notification in which to submit a written protest of the determination of the journeyman's seniority date.

**Section 18, Gender.**

For convenience, reference to gender, if any, in this Agreement is made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

**Section 19, Effect of this Agreement.**

(a) This Agreement will govern Apprentices currently in or entering an apprenticeship on or after the effective date of this Agreement.

(b) This Agreement shall become effective January 16, 2006, and will remain in effect until revised in accordance with the procedure required by the Railway Labor Act, as amended or by mutual agreement of the parties signatory hereto.

**Signed this 10<sup>th</sup> day of January 2006.**

**FOR INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS:**

/s/ Vic Janacek  
GENERAL CHAIRMAN, IBEW

**FOR UNION PACIFIC RAILROAD  
COMPANY:**

/s/ Dan Moresette  
GENERAL DIRECTOR LABOR RELATIONS

January 10, 2006

230-40  
230-128  
230-129

MR V L JANECEK  
GENERAL CHAIRMAN IBEW  
620 NORTH CUSTER  
NO PLATTE NE 69101

Dear Sir:

This has reference to Apprentice Agreement signed this date. As was indicated in our discussion, Section 7 - Road Work, would not be applicable to employees entering an apprenticeship program that are in Engineering Services.

As pertains to Section 6 - Transfers, due to Engineering Services employees being on district seniority rosters, the application of Section 6 would be changed to districts rather than points as indicated in the Agreement.

If you are agreeable to the above, will you please so indicate in the space provided below.

Yours truly,

/s/ Dan Moresette

## ATTACHMENT A

### ELECTRICIAN APPRENTICE CREDIT FOR EXPERIENCE

1. Formal 2 year or 4 year accredited college classes in electronics or electrical field with passing grade, credit 1 day of actual classes for 1 day of credit for experience to a maximum of 366 days CFE
2. Formal accredited trade school in electronics or electrical field 1 day of actual classes for 1 day of experience to a maximum of 366 days CFE
3. (a) United States Navy, Air force, Marines, Army, Coast Guard or any National Guard Security Forces training, credit for experience 1 day for 1 day for any electrical rated rate or M.O. (military job description), E-4 or above for a maximum of 610 days, confirmed and verified with DD-214 or equivalent military documentation.  
  
(b) E-3 or below electrical rated rate or M.O. (military job description) 1 day for 1 day for a maximum of 366 days, confirmed and verified with DD-214 or equivalent military documentation.
4. Actual work in the electrical field or craft with a licensed contractor 1 day for 1 day, with specific duties determined by union examining board for a maximum of 244 days credit.
5. Training, Apprenticeship or On-Job-Training with the International Brotherhood of electrical Workers Union 1 day for 1 day with verification from previous local union recording secretary, with a maximum of 366 days credit for experience.

All other consideration for credit for experience or previous electrical craft training will be considered by presenting request to union local examining board for approval.

\_\_\_\_\_  
(Date)

Manager

This will serve as my desire to be upgraded in accordance with Section 15 of Agreement dated January 10, 2006.

I understand that I will not accumulate seniority as an Electrician but will continue to accumulate seniority as an Electrician Apprentice and have the time served added to my apprenticeship. I recognize that I may be displaced as an upgraded Electrician by a furloughed Journeyman Electrician. While I am upgraded as an Electrician, I will continue to maintain satisfactory progress on any training programs that are afforded to Electrician Apprentices and if I fail to maintain satisfactory progress, I can be returned to an Electrician Apprentice without any advance notice.

(Employee's Signature)

\_\_\_\_\_

(Social Security Number)

\_\_\_\_\_

\_\_\_\_\_  
(Location)

**RECOMMENDED:**

\_\_\_\_\_  
**Local Chairman, IBEW**

CC: General Chairman, IBEW

UNION PACIFIC RAILROAD COMPANY

DAN MORESETTE  
General Director-Labor Relations

1416 Dodge Street  
Omaha, NE 68179

Mr. Vic Janecek  
General Chairman IBEW  
620 North Custer  
North Platte NE 69101

**SUBJECT: Revision of method to determine journeyman's seniority date**

Dear Sir:

This is in reference to our several discussions regarding the method for computation of an electrician journeyman's seniority date for electrician apprentices.

It is agreed that effective 12/01/2002, Section 18 of the IBEW/UP 05/18/1998 Electrician Apprenticeship Agreement shall be modified as follows for Apprentices entering the Apprenticeship Program on or after the effective date of this Agreement.

Section 18. Completion of Apprenticeship

- (a) Following the satisfactory completion of the seven hundred thirty-two (732) working days, except as provided in Rule 15, an apprentice shall establish a seniority date as a journeyman Electrician at the location where employed. The journeyman seniority date shall be the date the Apprentice established an Electrician Apprentice seniority date. Under the application of Rule 7, an Apprentice permanently transferred to another location will not acquire a seniority date at the new location prior to the date the transfer is effective unless the transfer is pursuant to a transaction covered by an Implementing Agreement.
- (b) For Apprentices with same-day ranking on the Apprentice Seniority Roster, such ranking will remain in place when such Apprentices are placed on the Journeyman Electrician Seniority Roster, except that where an Apprentice is given "experience credit" as provided in Section 15, the Apprentice receiving the credit shall move ahead of the other "same-day" ranked Apprentice in the order such Apprentice completes the Apprentice Program.
- (c) Employees who enter military service or lose time due to National Guard or military reserve training will be granted a retroactive journeyman's seniority date in accordance with legal requirements of applicable veterans reinstatement legislation.

It is understood that this Agreement resolves a unique situation to the parties' mutual benefit. It shall not be cited by either party in any similar, or dis-similar situation in the future.

Yours truly,  
/s/ Dan Moresette

AGREED:  
/s/ Vic Janecek  
Vic Janecek,  
General Chairman – IBEW

April 1, 2008

230-40  
230-125

Mr. Jim Wisniski  
General Chairman IBEW  
5342 Davis Blvd., Suite C  
N. Richland Hills, TX 76180

RE: Amendment to Apprentice Agreement dated January 10, 2006

Dear Sir:

This has reference to the Apprentice Agreement dated January 10, 2006. As was indicated in our discussion, it is the parties' desire to amend Section 17 by adding the following subsection (e) concerning the calculation of an apprentice's retroactive journeyman Electrician seniority date after returning to an apprenticeship from a promoted status, as follows.

(e) If an apprentice is promoted to an official, supervisory, or excepted position prior to completing the seven hundred thirty-two (732) working days and subsequently returns to service as an apprentice; his seniority date will be adjusted by adding the days of such leave in a promoted status to the date the apprentice commenced the apprenticeship.

It is further understood that the seniority adjustment outlined in subsection (e) above will not include the days of such leave in a promoted status which occurred prior to the date of this agreement.

If you are agreeable to the above, please so indicate in the space provided below.

Yours truly,  
/s/ Andrea Gansen

AGREED:

/s/ Jim Wisniski  
General Chairman IBEW SC2

February 4, 2009

230-40  
230-128  
230-129

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Dear Sir:

This letter of understanding is to document our agreement on the application of the November 22, 2002 Letter Agreement regarding the "Revision of method to determine journeyman's seniority date," and that Letter Agreement's application to the System Apprenticeship Agreement dated January 10, 2006.

It is the intent of the Carrier and Organization that the provisions covered under the November 22, 2002 Letter Agreement should apply to the System Apprenticeship Agreement, and the parties have agreed to amend Section 17 (a) of the January 10, 2006 Agreement, as follows:

Section 17. Completion of Apprenticeship.

(a) Following satisfactory completion of seven hundred thirty-two (732) working days, except as provided in Section 14, an apprentice will establish a retroactive seniority date as a journeyman Electrician at the location employed. In no event will this result in establishment of a seniority date for the apprentice prior to the date commencing the apprenticeship program with the Company. **For apprentices with same-date ranking on the apprentice Seniority Roster, such ranking will remain in place when such apprentices are placed on the Journeyman Electrician Seniority Roster, except that where an apprentice is given "experience credit" as provided in Section 14, the apprentice receiving the credit shall be ranked senior to the other "same-day" ranked apprentice in the order of apprenticeship program completion.**

(new language in bold type)

If this letter correctly states the intent and amendment agreement, please indicate by signing below.

Yours truly,

/s/ Andrea R. Gansen

AGREED:

/s/ Jim Wisniski  
General Chairman IBEW

## **ARTICLE VII – SENIORITY RETENTION**

### **Section 1**

Effective January 1, 1988, all employees promoted subsequent thereto to official, supervisory, or excepted positions from craft or classes represented by IBEW shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

### **Section 2**

Employees promoted prior to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by IBEW shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

### **Section 3**

This Article shall become effective on the date of this Agreement except on such carriers where the organization representative may elect to preserve existing rules pertaining to employees retaining seniority after promotion to an official, supervisory, or excepted position and so notifies the authorized carrier representative within thirty (30) days following the date of this Agreement.

(From Article VII, 12-18-87 National Agreement)

MEMORANDUM OF AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

The Union Shop Agreement is amended to provide:

1. Any employee who was promoted to an official, supervisory, or excepted position prior to June 1, 1981, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this Agreement so long as the employee pays the currently applicable membership dues to the organization. In the event an employee elects not to pay dues to retain seniority, the duly authorized representative of the organization party to this agreement shall notify the Director Labor Relations-Non Operating Craft with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid dues to the organization, the employee shall cease to accumulate seniority in the craft or class represented by the organization party to this agreement.

2. Any employee who is promoted to an official, supervisory or excepted position subsequent to June 1, 1981, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this agreement so long as the employee pays the currently applicable membership dues to the organization. In the event such employee elects not to pay dues to retain seniority, the duly authorized representative of the organization party to this agreement shall notify the Director Labor Relations-Non Operating Crafts with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid dues to the organization, the employee's seniority in the craft or class represented by the organization party to this agreement will be terminated and the employee's name removed from the seniority roster.

3. In the event an employee covered by the provisions of paragraph 1 or 2 above who retains seniority in the craft and class and is subsequently relieved from such position by the carrier (other than through dismissal for cause), the employee shall be entitled to displace an employee as per Rule 18 of Schedule Agreement effective November 1, 1976, as amended, and Rule 17 of the Communications Department Employees Schedule Agreement effective July 1, 1977, as amended. In the event such an employee voluntarily relinquishes a promoted position, the employee shall be entitled to displace the junior employee on the seniority roster or bid on a bulletined vacancy.

Dated at Omaha, Nebraska, this 5<sup>th</sup> day of March, 1981.

For the

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

/s/ W E Tolan  
General Chairman

For the

UNION PACIFIC RAILROAD  
COMPANY

/s/ R D Rosenbohm  
Director Labor Relations-Non  
Operating Crafts

## NATIONAL ENTRY RATES – (12-18-87 National Agreement

### ARTICLE III - RATE PROGRESSION

Article XI of the December 11, 1981 National Agreement and all other local rules governing rate progression or entry rates are eliminated and the following provisions are applicable.

#### Section 1 - Service First 1220 Days

Helpers, upgraded mechanics, apprentices and student mechanics will be paid as follows during their first 1220 days of actual service; provided however, that this provision shall apply only to employees who enter service under agreements with the shop craft organizations on or after the effective date of this Article.

(a) For the first 244 days of service, such employees shall be paid 75% of the applicable rates of pay (including COLA).

(b) For the second 244 days of service, such employees shall be paid 80% of the applicable rates of pay (including COLA).

(c) For the third 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA).

(d) For the fourth 244 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(e) For the fifth 244 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA).

**NOTE:** An employee will be credited with a "day of service" if he or she performs at least four hours of compensated service.

#### Section 2

When an employee has completed a total of 1220 days of service in any shop craft position (or combination thereof) or acquires full journeyman's status this Article will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

Employees who have had a previous employment relationship with a carrier in a craft represented by a shop craft organization and are subsequently hired by another carrier after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate requirement for compensated service performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

Agreements which provide for entry rates lower than those provided for in this Article are preserved. However, if such agreements provide for payment at a lower rate for less than the first 1220 days of service, this Article will be applicable during any portion of that period in which such lower rule is not applicable.

#### Section 3

The term "upgraded mechanics" as used in this Article is intended to apply to employees hired in an upgraded status without first establishing seniority as helper or apprentice, as well as those upgraded after entering service as a helper or apprentice.

This Article is not intended to confer any right to hire employees in an upgraded status or to upgrade employees to mechanics' positions where such right does not now exist.

Section 4

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

(From Article III, 12-18-87 National Agreement)

Dan Moresette  
General Director

July 25, 2006

230-57  
230-126

Mr. V. L. Janecek  
General Chairman IBEW  
620 North Custer  
No Platte, NE 69101

**RE: Modify National Entry Rate Provisions**

Dear Sir:

Based on the Parties discussion, it is agreed that effective July 1, 2006, the applicable Rate of Pay and National Entry Rate provisions of Article III of the December 18, 1987 Agreement as applied to Electrician Helpers are hereby modified as indicated below. Applicable CBAs are: April 16, 1942 (reprinted 4/19/57) (SPRR-WL); February 15, 1937 (Reprinted January 1, 1956) (SPRR-EL); April 15, 1967 (SPRR-EL); November 1, 1976 (UPRR); July 31, 1980 (DRGW); and December 1, 1985 (CNW).

1. There shall be one rate of pay for Electrician Helpers. The rate of pay is \$19.11/hr effective July 1, 2006, which reflects all applicable National Agreement COLAs.

**2. Entry Rates: Article III, Section 1**

(a) For the first 244 days of actual service, helpers shall be paid 75% of the applicable rate.

(b) For the second 244 days of actual service, helpers shall be paid 85% of the applicable rate.

(c) For the third 244 days of actual service, helpers shall be paid 90% of the applicable rate.

Sections 2, 3 and 4 of Article III of the December 18, 1987 National Agreement remained unchanged.

This Agreement is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national or local. Please acknowledge your agreement by signing in the space provided below.

Sincerely,  
/s/ Dan Moresette

**AGREED:**

/s/ Vic Janecek  
General Chairman, IBEW

## **ARTICLE V - TERMINATION OF SENIORITY**

The seniority of any employee whose seniority under an agreement with IBEW is established after the effective date of this Article and who is furloughed for 365 consecutive days will be terminated if such employee has less than (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

(From Article V, 12-18-87 National Agreement)

UNION PACIFIC RAILROAD COMPANY  
MISSOURI PACIFIC RAILROAD COMPANY

September 25, 1984

013-293-19

Mr. V. L. Janecek  
General Chairman, IBoFEW  
306 Glenn Rose  
North Platte, NE 69101

Mr. D. G. Davis  
General Chairman, IBoFEW  
4013 South Spring Street  
Independence, MO 64055

Gentlemen:

This refers to our several discussions in conference concerning situations involving employees holding seniority under collective bargaining agreements between the Union Pacific Railroad Company and the Missouri Pacific Railroad Company and the International Brotherhood of Electrical Workers who are promoted to supervisory, non-agreement personnel and officials who transfer from one railroad to the other.

During the discussions we also referred to employees you represent transferring from UP to MP who were treated as new employees with respect to vacations and personal leave day eligibility.

In order to resolve the foregoing situation on an amicable basis, IT IS AGREED:

1. Furloughed employees represented by IBEW who have been or may be employed or transferred from one railroad to the other shall retain and accumulate seniority under terms of existing agreements and be treated as though service on the two railroads was continuous for the purpose of eligibility for vacation, personal leave and other benefits which are granted on the basis of qualifying years of service. Such employees shall be subject to recall under terms of existing collective bargaining agreements on the railroad from which transferred.
2. Active employees represented by IBEW who have been or may be transferred from one railroad to the other shall forfeit seniority at the point from which transferred but shall be treated as though service on the two railroads was continuous for the purpose of eligibility for vacation, personal leave and other benefits which are granted on the basis of qualifying years of service.
3. Employees represented by IBEW on one railroad who have been or may be transferred and promoted to a supervisory, non-agreement or official position on the other railroad shall retain and accumulate seniority under the terms of existing agreements on the railroad where seniority is held in the same manner as though promoted on the same railroad.
4. Supervisors, non-agreement personnel and officials who hold seniority under an agreement with IBEW on one railroad and who have been or may be transferred to a supervisory, non-agreement or official position with the other railroad will retain and accumulate seniority under terms of existing agreements on the railroad on which seniority is held as though promoted on the same railroad.

If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided and returning a signed copy for our file.

Yours truly,

/s/ R D Rosenbohm  
Director Labor Relations, Non-Ops-UP

/s/ W G Armstrong  
Director Labor Relations  
Shop Craft-MP

AGREED:

/s/ V.L.Janecek  
General Chairman, IBofEW-UP

/s/ D G Davis  
General Chairman, IBofEW-MP

**UNION PACIFIC RAILROAD COMPANY**

January 10, 2000

230-122  
230-15  
230-157

Mr. Vic Janecek  
General Chairman IBEW  
620 North Custer  
North Platte NE 69101

**Subject: Establishment of monthly-rated Locomotive Electrical Maintenance Technician Positions**

Dear Sir:

This has reference to our discussions concerning the Parties' desire to establish monthly-rated Locomotive Electrical Maintenance Technician [LEMT] positions to provide a high level of certain technical training, servicing, inspecting, repairing, troubleshooting, diagnostic testing and maintenance to locomotives.

As a result of our discussions, it was agreed to amend the following collective bargaining agreements of employees you represent to permit the establishment of monthly-rated LEMT positions:

Union Pacific Railroad Company effective November 1, 1976  
Missouri Pacific Railroad Company effective June 1, 1960  
Texas Pacific Railway Company effective January 1, 1957

**It is agreed:**

1. All LEMT positions shall be assigned by bulletin and shall have one assigned rest day, Sunday, if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day. Rest days of relief positions, if existing shall be established by understanding between the local chairman and local management.
2. To determine the straight time hourly rate, divide the monthly rate by 213. Except as hereinafter provided, no overtime is allowed for time worked in excess of eight (8) hours per day or for emergency work on the sixth day of the work week; on the other hand no time is to be deducted unless the employee lays off of his own accord.
3. Where meals and lodging are to be furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses pursuant to applicable state and federal laws and regulations.
4. If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman and the Highest Designated Carrier Officer.
5. Non-emergency, ordinary servicing inspecting, repair and maintenance work to locomotives required on the sixth day of the workweek will be paid at the time and one-half rate.

**Note:** An emergency is considered an unplanned occurrence requiring timely action to prevent delays to Carrier's operations.

6. Positions bulletined will be filled based on qualifications established by local management as set forth in Paragraph 8 of this Agreement. Local management and local chairman will cooperate in the awarding of positions to qualified electricians. If two or more individuals possess the required qualifications, seniority will prevail in the assignment.
7. The monthly rate of pay for such positions shall be \$4100.00 effective January 10, 2000. This monthly rate includes compensation for any and all skill or other differentials in effect as of the date of this Agreement.
8. The Carrier will provide an opportunity for necessary training to electricians requesting such training to enable them to meet required qualifications. Individuals seeking training that is not available through the Carrier's training programs, may be required by the Carrier to train and qualify on their own time with reasonable non-wage expenses to be borne by the Carrier. All requests for training will be submitted in writing to local management for consideration with copy to the local chairman.
9. Employees assigned to LEMT positions will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to LEMT position may be utilized on a temporary basis not to exceed five continuous calendar days, excluding travel time to and from the other location, on any territory covered by any of the Collective Bargaining Agreements mentioned above without the Carrier being subject to claims for utilizing said employees at the other locations. In assigning employees to such temporary assignment, LEMT shall be offered such positions in seniority order, and if there are no volunteers, the junior LEMT at the point shall be assigned to the temporary work.

This Agreement is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national or local. This Agreement may be canceled by either Party by serving a 30-day written notice upon the other Party.

Yours truly,  
/s/ Dan Moresette

**AGREED:**

/s/ Vic Janecek  
General Chairman, IBEW

UNION PACIFIC RAILROAD COMPANY

January 10, 2000

230-122  
230-15  
230-157

Mr. Vic Janecek  
General Chairman IBEW  
620 North Custer  
North Platte, NE 69100

**Subject: Understanding regarding pay for LEMT's working on a non-emergency  
Basis on the sixth day of their work week.**

Dear Sir:

This is in reference to the LEMT Agreement dated 01/10/2000.

With regards to Section 5 of the LEMT Agreement, this will confirm our understanding that LEMTs working on a non-emergency basis on the sixth day of their work week shall be paid overtime for all hours worked with no deduction, or offset, for the eight straight-time hours contemplated for the sixth day in the monthly rate.

This understanding is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national or local, nor shall it be cited for interpretive purposes for any other Agreement.

Yours truly,  
/s/ Dan Moresette

**AGREED:**

/s/ Vic Janecek  
General Chairman, IBEW

UNION PACIFIC RAILROAD COMPANY

November 14, 2000

230-122  
230-15  
230-157

MR VIC JANECEK  
GENERAL CHAIRMAN IBEW  
620 NORTH CUSTER  
NORTH PLATTE NE 69101

Dear Sir:

This refers to the Monthly-Rated Locomotive Maintenance Technician Agreement dated January 10, 2000 and your letter of October 17, 2000, advising of your intentions of invoking the thirty (30)-day cancellation of the Agreement in its entirety.

As a result of our discussion this date, it is understood that the Agreement may be cancelled at any location it is in effect by either party by serving a 30-day written notice to the other party of the location the party desire to cancel the Agreement.

Yours truly,  
/s/ Dan Moresette

**AGREED:**

/s/ Vic Janecek  
General Chairman, IBEW

UNION PACIFIC RAILROAD COMPANY

230-122  
230-15  
230-157

Mr. Vic Janecek  
General Chairman IBEW  
620 North Custer  
North Platte NE 69101

**Subject: Understanding regarding pay for LEMTs required to work on Holidays**

Dear Sir:

This refers to our several discussion concerning the payment due LEMTs that are required to work on an observed Holiday.

This will confirm our understanding that when LEMTs are required to work on an observed holiday, such employees shall be paid at the time and one-half rate of pay for all hours worked with a minimum of two hours and forty minutes at the time and one-half rate for two hours or less work.

Yours truly  
/s/ Dan Moresette

**AGREED:**

/s/ Vic Janecek  
General Chairman, IBEW

UNION PACIFIC RAILROAD COMPANY

June 4, 2003

230-31

MR V L JANECEK  
GENERAL CHAIRMAN, IBEW  
620 NORTH CUSTER  
NORTH PLATTE NE 69100

**RE: Understanding regarding force reductions at locations where LEMT positions  
Are established**

Dear Sir:

This refers to the Locomotive Electrical Maintenance Technician (LEMT) Agreement dated January 10, 2000 and our discussions concerning the method of reducing forces at locations where LEMT positions are established.

It is our understanding that in the event a force reduction occurs at a location where LEMT positions are established, the junior most electrician regardless of being assigned to an LEMT position shall be furloughed from service.

This Agreement is made to address a unique circumstance and shall not be refers to hereinafter, either National or Local. If the above reflects our discussion, please sign in the space provided below and return 2 originals to my office.

Yours truly,  
/s/ Dan Moresette

**CONCUR:**

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

UNION PACIFIC RAILROAD COMPANY

230-31

June 4, 2003

MR V L JANECEK  
GENERAL CHAIRMAN, IBEW  
620 NORTH CUSTER  
NORTH PLATTE NE 69101

Dear Sir:

The Parties have discussed the need on several occasions to modify the establishment of seniority to address certain circumstances that have arisen recently. In order to eliminate any potential concerns in the future with regard to how employees will be ranked on the respective seniority rosters, the following shall establish the procedures for ranking employees when two or more employees are employed at a point on the same date. This Agreement shall apply to all Collective Bargaining Agreements in effect with the Union Pacific Railroad on this date. Ranking shall be determined in the following sequence:

1. Employees with continuous service in the IBEW craft with the employee having the most continuous service ranked 1<sup>st</sup>.
2. Employees with continuous service in a shop craft with the employee having the most continuous service ranked 1<sup>st</sup>.
3. Employees with continuous service in a non-operating craft with the employee having the most continuous service ranked 1<sup>st</sup>.
4. Employees with prior non-continuous service in a shop craft with the UPRR or another railroad.
5. Employees with continuous service in an operating craft with the employee having the most continuous service ranked 1<sup>st</sup>.
6. Employees with IBEW affiliation but no prior railroad service.
7. All other employees.

In the event the above scenarios present a situation where two or more employees have an equal standing, then such employees shall be ranked by using their last four digits of the Social Security Number, with the employee with the lowest number ranked first.

If the above reflects our understanding, please sign in the space below indicating your concurrence.

Yours truly,  
/s/ Dan Moresette

**CONCUR:**

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

UNION PACIFIC RAILROAD COMPANY

March 25, 2004

File 230-43

Mr. Vic Janecek  
General Chairman, IBEW  
620 North Custer  
North Platte, NE 69101

Dear Sir:

This letter is to confirm our conference of March 25, 2004, in which we discussed Rule 13 – Seniority – Establishment of contained in the Agreement dated December 1, 1985, between the Chicago and north Western Transportation Company and the International Brotherhood of Electrical Workers. During our discussion, it was agreed that Rule 13 is hereby revised and amended to read as follows:

- (a) Applicants for Employment – An applicant for employment will be required to fill out and execute the Carrier's application forms, and pass required physical and visual examinations, and furnish proper reference as to previous experience and ability to perform the class of work for which application is made. If application is not disapproved within ninety (90) working days from commencement of service, the application will be considered as having been approved, unless it is found that false information (such information being of a nature which would have prevented the Carrier from hiring) has been given, in which event applicant will not be dismissed without an investigation. Information pertaining to an employee's previous work experience and pertinent to qualification as a journeyman will be furnished to the Local Chairman.
- (b) Seniority between two or more employees employed on the same date on the same seniority roster will be determined first by service date with the Carrier and if service dates are equal, by the last four (4) digits of their social security numbers, the lowest number being ranked first.
- (c) Ninety (90) days service shall be proof of competency and when so established, seniority rights will begin from date employed.
- (d) Seniority of employees shall be confined to the craft, class and seniority district or point at which employed.

This agreement will supersede existing provisions of the Schedule Agreement dated December 1, 1985. This agreement is effective March 25, 2004, and will remain in effect until cancelled or amended pursuant to the provisions of the Railway Labor Act, as amended.

Yours truly,  
/s/ Dan Moresette

**Agreed:**

/s/ Vic Janecek  
General Chairman IBEW

UNION PACIFIC RAILROAD COMPANY

December 20, 2001  
Carrier file: 230-21

Mr. Vic Janecek  
General Chairman IBEW  
620 North Custer  
North Platte NE 69101

**SUBJECT: Modification of the August 30, 1977 Letter Agreement between the Union Pacific Railroad Company and the International Brotherhood of Electrical Workers [IBEW] providing for leaves of absence for intercraft transfers**

Dear Sir:

This is in reference to our several discussions concerning modifying the Agreement dated August 30, 1977 that provides for granting leaves of absence to shop craft employees seeking to transfer to other crafts.

It is agreed that the August 30, 1977 Agreement is cancelled and is superseded by the following:

Electricians governed by the Schedule of Rules Agreement effective November 1, 1976 between the Carrier and System Federation No. 105, Railway Employees' Department **[UPRR/IBEW Shop Craft Agreement]** may be granted a leave of absence shall be for a period of 90 days or 90 days from the date the transferring employee completes any required probationary or training period, whichever is longer.

The transferring employee shall maintain appropriate maintenance of membership fees payment to the IBEW during such leave of absence. Should the transferring employee fail to continue making appropriate union dues payment to the IBEW, the transferring employee's IBEW seniority shall be terminated.

An employee granted a leave of absence pursuant to this Agreement elects to return to an IBEW-represented position during the leave of absence period, the employee shall be governed by the provisions of Rule 21 of the UPRR/IBEW Shop Craft Agreement. Employees returning to an IBEW-represented position as provided herein shall relinquish all seniority established in any other craft by reason of the operation of this Agreement.

It is understood that this Agreement resolves a unique situation to the parties' mutual benefit. It shall not be cited by either party in any similar, or dis-similar situation in the future.

If the above meets with your approval, please sign all five execution counterparts and return two to me.

Yours truly,  
/s/ Dan Moresette

**AGREED:**  
/s/ Vic Janecek  
General Chairman - IBEW

UNION PACIFIC RAILROAD COMPANY  
Engineering Department

December 1, 1981

013-230-27

Mr. V. L. Janecek  
General Chairman, IBoFEW  
306 Glenn Rose  
North Platte, Nebraska 69100

Dear Sir:

Referring to the November 22, 1949 Letter Agreement between former IBEW General Chairman G. O. Grant and former Chief Engineer J. A. Bunjer which provided for the granting of "hardship" leaves of absence to electrical forces in the Engineering Department on the Eastern District in those cases where employees furloughed account force reduction did not desire to exercise their rights at another location.

As a result of recent force reductions and our several conversations, the following provisions will be applicable on a system basis in the Engineering Department commencing this date –

In order that hardship may not be imposed on an employee whose position has been abolished, or who has been displaced by a senior employee whose position was abolished causing the exercise of seniority rights, and who is, therefore, required to move to another point to protect seniority rights, such furloughed or displaced employee may be permitted, if he so elects, to accept a voluntary furlough rather than accept a position at another point, and such employee will retain seniority rights subject to the following conditions:

- (1) When accepting such voluntary furlough, the employee will be permitted to again exercise seniority rights only when there is a bulletined vacancy;
- (2) When there is a position reestablished at the point from which he accepted the voluntary furlough, and such position is not bid and filled by a senior employee, such furloughed employee must accept such position or forfeit seniority rights;
- (3) If the voluntarily furloughed employee has not returned to service at some point within six (6) months from date of such furlough, he must return to service at the next opportunity thereafter or forfeit existing seniority rights; and,
- (4) Leaves of absence as provided herein must be approved by both the General Chairman and the Chief Engineer and must set forth the following reason --"Furloughed account force reduction in accordance with Letter Agreement dated December 1, 1981."

Inasmuch as this letter will be applicable on a system-wide basis, it is also agreed the provisions contained herein will supersede the aforementioned Letter Agreement dated November 22, 1949, which was applicable only on the Eastern District.

To indicate your concurrence in the above, please affix your signature in the space provided below, returning the original for my file and further handling.

Yours truly,  
/s/ R. M. Brown

AGREED:

/s/ V. L. Janecek  
General Chairman, IBEW  
CC: Mr. H. T. Foy

**UNION PACIFIC  
SYSTEM**

May 23, 1985

013-230-13

Mr. V. L. Janecek  
General Chairman, IBoFEW  
306 Glenn Rose  
North Platte, Nebraska 69101

Dear Sir:

This has reference to our recent discussion in conference concerning Rule 13 of the Schedule Agreement effective November 1, 1976. Based upon our discussion of this rule in connection with claims that have been submitted, the following was agreed upon as pertains to the application of the rule:

Employee(s) required to change shifts because of a reduction or abolishment or adjustment of positions on a shift resulting in a reduction of the number of positions on that shift shall be eligible for overtime rate under provisions of Rule 13. However, employees so affected who have sufficient seniority to remain on the same shift but voluntarily elect to displace on another shift, shall not be entitled to the change of shift payment provided for in this rule.

Employees returning from a leave of absence, a foreman or non-agreement employee returning to a craft position, adjustment of force that does not reduce the number of positions on the shift, a voluntary decision by a senior employee to bid or displace on a position on another shift which results in a junior employee going to another shift, are examples of situations in which the employee would not be allowed overtime rate for the first shift due to an individual being required to change from one shift to another.

This understanding may be cancelled by either party by the serving of a ten-day notice upon the other party.

If you are agreeable to the above understanding of Rule 13, will you please so indicate in the space provided below, returning the original to this office for my further handling.

Yours truly,  
/s/ R. D. Rosenbohm

AGREED:

/s/ V. L. Janecek  
General Chairman, IBoFEW

UNION PACIFIC RAILROAD COMPANY

March 1, 2006

230-35

MR V JANECEK  
GENERAL CHAIRMAN IBEW  
620 NORTH CUSTER  
NORTH PLATTE NE 69101

**Subject:           Establishing One Step Appeal Process  
                          for the handling of discipline matters.**

Dear Sir:

This has reference to our discussion concerning the parties' desire to expedite the appeal and handling of discipline claims and grievances. The parties' believe an expedited process will benefit all the affected parties concerned. Therefore, it is agreed that for the progression of discipline claims only, the provision of this Agreement shall apply to the handling instead of the current two (2) step appeal as stipulated in the following rules of the individual Collective Bargaining Agreement below.

UPRR:	Rule 35 of the Agreement effective November 1, 1976
Communications:	Rule 21 of the Agreement effective July 1, 1977
SPRR-WL:	Rule 38 of the Agreement effective April 19, 1957
SPRR-WL, M/W:	Rule 39 of the Agreement effective February 16, 1937
SPRR-EL:	Rule 32 of the Agreement effective April 15, 1967
DRGW:	Rule 31 of the Agreement effective July 31, 1980
CNW:	Rule 26 of the Agreement effective December 1, 1985

**IT IS AGREED:**

(1) If the Carrier's decision to discipline an employee is to be appealed by the duly authorized representative or the employee involved, the duly authorized representative or the employee shall submit a written claim directly to the Carrier's highest designated officer within sixty (60) days from the date the discipline is issued. The written appeal will contain a full statement of the Organization's or employee's objections to the discipline issued.

Should any such claim be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the General Chairman (or the employee in cases where the employee has filed the claim or grievance) in writing of the reasons for such disallowance. If not so notified, the claim shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances.

The parties shall meet in conference within sixty (60) days from the Carrier's disallowance of the claim at a mutually agreeable time and place. It is understood, however, that the parties may, by agreement, extend the sixty (60) day periods established herein at any stage of the handling of the claim or grievance.

(2) All discipline claims or grievances shall be barred unless within nine (9) months from the date of the Carrier's highest officer's decision proceedings are instituted by the employee or the duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group, or regional board of adjustment that has been agreed by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may agree in any particular case to extend the nine (9) month period herein referred to.

(4) This provision shall not apply to requests for leniency and acceptance of discipline.

(5) This agreement shall become effective on March 1, 2006, and shall remain in effect until such time that either party serves a thirty (30) day notice to the other party indicating their desire to cancel the agreement and revert to the two step process.

Yours truly,  
/s/ Dan Moresette

**AGREED:**

/s/ Vic Janecek  
GENERAL CHAIRMAN, IBEW

KANSAS CITY SOUTHERN

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December 14, 2010

Mr. Jim Wisniski  
General Chairman - IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76182

Re: Establishing One Step Appeal Process for the handling of Discipline Matters.

Dear Sir:

This is in reference to our discussion concerning the parties' desire to expedite the appeal and handling of discipline claims and grievances. The parties' believe an expedited process will benefit all the affected parties concerned. Therefore, it is agreed that for the progression of discipline claims only, the provision of this Agreement shall apply to the handling instead of the current two (2) step appeal found in Rule 29 of the Collective Bargaining Agreement (CBA).

IT IS AGREED:

(1) If the Carrier's decision to discipline an employee is to be appealed by the duly authorized representative or the employee involved, the duly authorized representative or the employee shall submit a written claim directly to the Carrier's highest designated officer within sixty (60) days from the date the discipline is issued. The written appeal will contain a full statement of the Organization's or employee's objections to the discipline issued.

Should any such claim be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the General Chairman (or the employee in cases where the employee has filed the claim or grievance) in writing of the reasons for such disallowance. If not so notified, the claim shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances.

The parties shall meet in conference within sixty (60) days from the Carrier's disallowance of the claim at a mutually agreeable time and place. It is understood, however, that the parties may, by agreement, extend the sixty (60) day periods established herein at any stage of the handling of the claim or grievance.

(2) All discipline claims or grievances shall be barred unless within nine(9) months from the date of the Carrier's highest officer's decision proceedings are instituted by the employee or the duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group, or regional board of adjustment that has been agreed by the parties hereto as provided in Section 3, of the Railway Labor Act. It is understood, however, that the parties may agree in any particular case to extend the nine (9) month period herein referred to.

(4) This provision shall not apply to requests for leniency and acceptance of discipline.

(5) This agreement shall become effective on January 1, 2011, and shall remain in effect until such time that either party serves a thirty (30) day notice to the other party indicating their desire to cancel the agreement and revert to the two-step process.

Respectfully,  
/s/ Tammy Hardge Stephenson  
Director Labor Relations

**AGREED:**  
/s/ Jim Wisniski  
General Chairman  
Date: 12-15-2010

**AGREEMENT**

**Between The**

**UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

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Whereas, the Union Pacific Railroad Company (Carrier) has recently changed its UPGRADE Discipline Policy to allow for a waiver of standard collective bargaining agreement process in certain instances of discipline;

Whereas, the parties recognize that in certain instances such waivers are expedited and desirable,

NOW THEREFORE, the parties hereto agree to amend the applicable discipline rules of the collective bargaining agreements set forth below, to allow the employee to waive the investigation hearing and accept either one of the alternatives provided for in Carrier's UPGRADE Discipline Policy or some other level of discipline provided that such waiver includes the following: **"I acknowledge that I fully understand the terms of this agreement/waiver and have entered into it freely and voluntarily upon my own accord. I further acknowledge that I have had an opportunity to discuss the proposed discipline and my rights pursuant to any applicable collective bargaining agreement with my union representative. I hereby release and relieve my union representative from any further obligation in connection with the discipline or alternative thereto proposed herein which I have of my own free will and accord decided to accept."**

The Collective Bargaining Agreements covered by this Agreement are the following: the Collective Bargaining Agreements effective November 1, 1976 and July 1, 1977, as amended, on the Union Pacific Railroad company; the Collective Bargaining Agreement effective June 1, 1960, as amended, on the Missouri Pacific Railroad Company; the Collective Bargaining Agreement dated August 1, 1969, as amended, on the Texas & Pacific Railway Company; the Collective Bargaining Agreement dated January 1, 1957, as amended, on the Missouri-Kansas-Texas Railroad Company; the Collective Bargaining Agreement effective July 1, 1921, as amended, on the Chicago & North Western Railway Company; the Collective Bargaining Agreement effective July 31, 1980, as amended, on the Denver and Rio Grande Western Railroad Company; and the Collective Bargaining Agreement on the Southern Pacific Transportation Company (WL) effective April 16, 1942; (EL) effective April 15, 1967; (M/W dept.) February 16, 1937, as amended.

This Agreement shall become effective on the day it is signed, and will remain in effect until revised in accordance with the procedure required by the Railway Labor Act, as amended or by mutual agreement of the parties signatory hereto.

**FOR THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS:**

/s/ Vic Janecek  
General Chairman, IBEW  
/s/ Robert Ramirez  
General Chairman, IBEW  
/s/ Steven P. Ramirez  
General Chairman, IBEW

**FOR UNION PACIFIC RAILROAD  
COMPANY:**

/s/ Dan Moresette  
Gen. Director Labor Relations

Dan Moresette  
General Director

December 21, 2005

230-25  
280-36

Mr. V. L. Janecek  
General Chairman IBEW  
620 North Custer  
No Platte, NE 69101

**RE: Modification of Rules of the CBAs regarding Paying Off employees.**

Dear Sir:

Based on the Parties discussion, it is agreed that effective January 1, 2006, the following individual Rules of the Collective Bargaining Agreements are herewith superseded as indicated below. Such Rules are: Rule 28 of the April 16, 1942 (reprinted 4/19/57) (SPRR-WL); Rule 18 of the February 16, 1937 (Reprinted January 1, 1956) (SPRR-WL; Rule 18 of the April 15, 1967 (SPRR-EL); Rule 25 of the November 1, 1976 (UPRR); Rule 22 of the July 31, 1980 (DRGW); Rule 40 of the December 1, 1985 (CNW); and Rule 36 of the Agreement covering Telecom employees dated January 1, 2003.

**“Rule , Paying Off.**

**Employees will be paid semi-monthly either by electronic deposit, mail service or during regular working hours. Where existing state laws provide more desirable paying off conditions, such conditions shall govern. Where there is a shortage equal to more than one (1) day’s pay of an employee, if requested, a voucher will be issued to cover the shortage. Employees leaving the service of the Company will be furnished with a time voucher covering all time due within 24 hours where pay certificates are issued, and 48 hours at other points, when possible.”**

Please acknowledge your agreement by signing in the space provided below.

Sincerely,  
/s/ Dan Moresette

**AGREED:**

/s/ Vic Janecek  
General Chairman, IBEW

## MEMORANDUM OF AGREEMENT

Between The

Union Pacific Railroad Company

And The

**International Brotherhood Of Electrical Workers**

The purpose of this Memorandum of Agreement is to modify the provisions of the Collective Bargaining Agreements dated April 16, 1942 (reprinted 4/19/57) (SPRR-WL); April 15, 1967 (SPRR-EL); November 1, 1976 (UPRR); July 31, 1980 (DRGW); December 1, 1985 (CNW); February 16, 1937 (reprinted 1/1/56) (SPRR-WL MofW); and Agreement covering Telecom employees dated January 1, 2003, to standardize the employment application procedures for all employees covered thereby.

### IT IS AGREED:

1. The following rule will be incorporated into each of the agreements listed above:

#### **Applications – New Employees**

The applications of new employees will be approved or rejected within ninety (90) work days. Employment of new employees may be terminated without formal hearing by disapproval of application within ninety (90) work days after the applicant begins work. When applicant is not notified to the contrary within the time stated, it will be understood that the application is approved, but this clause shall not prevent the removal from service of such applicant subsequent to the expiration of ninety (90) work days if it is proven that the information given in the application is false, provided such action is taken by the Carrier within three (3) years from the date the employee enters the service. This will not prohibit the Carrier from removing an employee from service after the expiration of the three (3) year period through the procedures of the discipline rule, if it was found the information was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

2. The foregoing supercedes any previous rules or agreements regarding competency, application approval, discipline or other subjects which conflict with the time frames set forth above, and such conflicting rules or agreements are hereby eliminated.

3. This Agreement does not amend the Union Shop Agreement requiring employees to become a member of the Organization within sixty (60) calendar days of the date the employee first performs compensated service.

If you are agreeable to the terms contained herein, please so indicate in the space provided below.

Signed this 21<sup>st</sup> day of December 2005.

FOR THE EMPLOYEES:

/s/ Vic Janecek  
General Chairman IBEW

FOR THE CARRIER:

/s/ Dan Moresette  
General Director Labor Relations

## **AGREEMENT**

**between the**

**Union Pacific Railroad Company**

**and**

**International Brotherhood of Electrical Workers**

\* \* \* \*

In order to more efficiently process wage deductions for uniform monthly membership dues, maintenance of membership fees, initiation fees and assessments, and voluntary political contributions, for employees covered by Collective Bargaining Agreements effective April 16, 1942 (reprinted 4/19/57) (SPRR-WL); February 16, 1937 (reprinted January 1, 1956) (SPRR-WL MofW); April 15, 1967 (SPRR-EL); November 1, 1976 (UPRR); July 31, 1980 (DRGW); December 1, 1985 (CNW); and Agreement covering Telecom employees dated January 1, 2003, the following Agreement by and between the Union Pacific Railroad Company, hereinafter referred to as the "Carrier", and the employees thereof represented by International Brotherhood of Electrical Workers, hereinafter referred to as the "Organization", shall be made effective March 1, 2006.

IT IS AGREED:

Section 1. The Carrier shall, subject to the terms and conditions of this Agreement, withhold and deduct sums for uniform monthly membership dues, maintenance of membership fees, initiation fees and assessments (not including fines and penalties), and voluntary political contributions due the Organization from the wages due and payable to employees who are members of the Organization and who have so authorized the Carrier to do so.

The Organization shall assume the full responsibility for the procurement of authorizations for wage deductions from employees, and for notifying the Carrier of the amounts to be deducted from such employees.

Section 2. For changes occurring prior to March 1, 2006, the LU Financial Secretary of the Organization shall furnish to the designated Carrier officer, not later than March 5, 2006, in electronic format designated by the Carrier, a statement showing in alphabetical order, the name of each member, with Social Security number or employee number as designated by the Carrier, and the aggregate amount of current monthly dues, assessments and initiation fees, and voluntary political contributions, when applicable, for each member who has authorized such wage deductions.

Subsequently, no later than the 5<sup>th</sup> and the 20<sup>th</sup> of each month, or as otherwise designated by the Carrier, the LU Financial Secretary shall furnish a bi-monthly statement in electronic format designated by the Carrier showing information as mentioned above for any such members who have been added or deleted from the initial list, or any change in the uniform monthly dues, maintenance of membership fees, initiation fees or assessments, or voluntary political contributions. If no changes are reported as indicated above, the last previous list on file with the designated Carrier officer shall be used for purposes of this Section. It is understood and agreed, however, that dues deduction amounts may not be changed more often than once every three (3) months and that monthly dues may not be split between payroll halves.

Section 3. Deductions will be made from the wages earned in the last period of the month in which the aforementioned electronic statement is furnished to the designated Carrier officer. The following payroll deductions will have priority over deductions in favor of the Organization as covered by this Agreement:

Federal, State, Municipal and Railroad Retirement taxes; premiums on any life insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; 401(K) Plan; pre-tax parking; amounts due the Carrier by the individual; and Union Pacific Railroad Employee Hospital Association dues or other Health and Welfare contributions.

If the earnings of the employee are insufficient after all prior deductions have been made, to remit the full amount of deductions authorized by an employee hereunder, no deduction for dues, initiation fees and assessments, maintenance of membership fees, and political contributions on behalf of the Organization shall be made by the Carrier and the Carrier shall not be responsible for such collection.

Deduction made hereunder shall be made on the regular payroll or from time vouchers. No deduction shall be made from special payrolls. Responsibility of the Carrier under this Agreement shall be limited to remittance to the Organization amounts actually deducted from the wages of employees pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned. Nothing herein contained shall be construed as obligating the Carrier to collect any dues, maintenance of membership fees, initiation fees and assessments, or political contributions from employees who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4. Deduction made under the terms of this Agreement shall be remitted via electronic deposit to the account designated by the LU Financial Secretary of the Organization within fifteen (15) days from close of payroll for the period involved. The remittance will be accompanied by a deduction statement in electronic format to the LU Financial Secretary and the Vice Chairman Secretary/Treasurer, listing for each employee the name, payroll number, employee number, amount deducted and the aggregate total. Maintenance of membership fees will be deducted from second half payrolls only.

Section 5. No part of this Agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employee; and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this Agreement.

Section 6. Except for remitting to the Organization monies deducted from the wages of employees, the Organization shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses and damage resulting from the entering into of this Agreement or arising or growing out of any dispute or litigation resulting from any deduction made by the Carrier from the wages of its employees for or on behalf of the Organization.

Section 7. This Agreement is subject to the express agreement of the parties hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intension of either party hereto to relieve the other party hereto from complying with any provision of the Agreement which may be in conflict with or violate any applicable state or federal law now in existence or enacted during the term hereof.

Section 8. This Agreement shall become effective March 1, 2006, it supercedes any and all prior agreements pertaining to the deduction of monthly dues, maintenance of membership fees, assessments and initiation fees, and voluntary political contributions, and it shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signed this 9<sup>th</sup> day of November, 2005.

FOR INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS:

/s/ Vic Janecek  
General Chairman IBEW

FOR UNION PACIFIC RAILROAD  
COMPANY:

/s/ Dan Moresette  
General Director  
Labor Relations

December 3, 2004

280-4  
230-122

MR V L JANECEK  
GENERAL CHAIRMAN, IBEW  
620 NORTH CUSTER  
NORTH PLATTE NE 69101

RE: On-Board Locomotive Diagnostics of Certain Electronic Components

Dear Sir:

This refers to our discussion regarding the maintenance and repair of electronic components currently being installed to the Carrier's fleet of locomotives.

In our discussion, we reviewed the new electronic equipment being installed on locomotives and concerns with performing required troubleshooting, maintenance and repairs to such equipment. As was expressed to you, currently electricians assigned to locomotive operations change-out suspected bad order components and such components are then sent to a rapid repair telecommunications shop for initial diagnosis to determine whether the component is defective. Often, it is found that the component is not defective which results in other components being changed-out without determining the root cause, which in many cases is not associated with the component.

In order to eliminate the unneeded change-out of proper working components, it has been determined that in some cases the use of a Electronic Technician to do on-board diagnostic troubleshooting to a suspected defective component will result in fewer good components being changed-out and sent to the shop for unneeded repairs. In order to facilitate the use of Communications Department Electronic Technicians to troubleshoot suspected bad order components, the following guidelines will govern what work the Electronic Technicians will be able to perform under the guise of on-board diagnostic troubleshooting.

1. Equipment/Component Identification

The equipment and components that are subject to diagnostic troubleshooting are:

ARC Box  
Front End Device  
Event Recorder  
Video Camera System, Exterior Microphone, DVR & Power Supply  
Watt Meter  
Remote Interface Unit  
Remote Troubleshooting Unit  
Remote Fuel/Engine On/Off Unit  
Smart Start  
Radio  
Ethernet Expansion Module  
MAR Unit  
MCP Power  
MCP Supply

2. General Procedures for On-Board Troubleshooting.

Generally, in cases where a component is thought to be defective, the locomotive electrician will directly change-out the component in order to determine whether the component is defective. If changing out of the subject component corrects the problem, no further attention from an Electronic Technician is required. In cases where the changing out of the subject component does not correct the problem, an Electronic Technician, if available, may be summoned to make an on-board diagnostic check of the component and repair/replace the defective component.

3. While it is the intent of the Carrier to utilize Electronic Technicians to perform on-board troubleshooting to reduce the number of good components being removed unnecessarily, it is understood that locomotive electricians may perform on-board diagnostic work provided they are qualified and have the necessary equipment to perform such work. Moreover, it is not the intent of this understanding to have the electronic Technician perform any work that was performed heretofore by locomotive Electricians.

If the above reflects our discussion and understanding, please sign in the space below to indicate your concurrence.

Sincerely,  
/s/ Dan Moresette

I CONCUR:

/s/ Vic Janecek  
General Chairman, IBEW  
System Council No. 2

MEMORANDUM AGREEMENT  
BETWEEN  
THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY  
AND  
SYSTEM FEDERATION NO. 12  
RAILWAY EMPLOYES' DEPARTMENT. A.F. OF L.  
MECHANICAL SECTION NO. 1 THEREOF,  
SUPPLEMENTING AGREEMENT OF JUNE 28, 1921,  
COVERING UNDERSTANDING IN RESPECT TO APPLICATION  
OF RULE 29, FEDERATED CRAFTS' AGREEMENT

\* \* \* \* \*

It is hereby agreed that agreement of June 28, 1921, covering understandings in respect to rule 29, federated crafts' agree-ment, is modified or revised, effective June 1, 1939, to provide:

1. At a point where there are not to exceed five mechanics employed, one mechanic on a shift may be classified as mechanic-in-charge, and compensated at a monthly rate to cover service performed.
2. On a shift where but one mechanic, classified as mechanic-in-charge is employed, he will be permitted to do any and all mechanics work.  
mechanics work.
3. At a point where service requirements necessitate the employment of a mechanic in addition to the mechanic-in-charge, a machinist will be employed, both of whom will be permitted to do any and all mechanics work.
4. On shift or at a point where service requirements necessitate employment of two mechanics in addition to the mechanic-in-charge or mechanics-in-charge, as the case may be, a machinist and then a boilermaker will be employed, all of whom will be permitted to do any and all mechanics work. The total mechanics employed at the point shall not exceed five.
5. On shift or at a point where service requirements necessitate employment of three mechanics in addition to the mechanic-in-charge or mechanics-in-charge, as the case may be, the third mechanic will be of a class determined by agreement between the railway company officers and General Committee, System Federation No. 12. The mechanics and mechanics-in-charge will be permitted to do any and all mechanics work.
6. On shift where service requirements necessitate employment of four mechanics in addition to the mechanic-in-charge, consideration will be given to the employment of a sheet metal worker. The four mechanics and the mechanic-in-charge will be permitted to do any and all mechanics work.

7. In filling positions of mechanics-in-charge, senior mechanics at the point will be given preferred consideration.

The above agreement will remain in full force and effect until changed by agreement between the Officer in Charge of Personnel and General Committee, System Federation No. 12. Rail-way Employes' Department, A. F. of L., or until thirty days' notice in writing shall have been served by the party desiring the change on the other party thereto.

FOR THE EMPLOYES:

FOR THE RAILWAY COMPANY:

/s/ R. C. GAETH  
Gen. Chairman, System  
Federation No. 12.

/S/ M. E. PANGLE  
Assistant to President

Chicago, Ill. – May 23, 1939.

lr/pl-3

CONSOLIDATED MECHANIC-IN-CHARGE AGREEMENT Between  
UNION PACIFIC RAILROAD  
And  
FIVE SIGNATORY SHOPCRAFT ORGANIZATIONS

This Agreement is in reference to our on-going discussions regarding the application of the Mechanic-In-Charge positions on the territory of the former Chicago and North Western Railway Company. In order for there to be consistent application of the MIC provisions between the various crafts, it is agreed as follows:

1. The MIC monthly rate will be converted to an hourly rate of \$30.34 as of November 1, 2014.
2. MICs will receive a general wage increase of 3.0% on January 1, 2015.
3. General wage increases after 2015 will be calculated based on the weighted average of the increase for each craft, to be applied to all MICs in order to maintain consistency of rates. Such general wage increases will be made to MICs after the five crafts have completed agreements, including negotiated retroactive pay and/or any lump sum bonuses.
4. It is recognized and understood that MIC positions are for response to unplanned train events which must be promptly addressed to minimize customer impact. In addition to being available for overtime calls, MIC positions may have one of the following schedules:
  - a. Working four (4) consecutive days; three (3) days for twelve (12) hours and one (1) day for eight (8) hours.
  - b. Working five (5) consecutive days; four (4) days for nine (9) hours and one (1) day for eight (8) hours.
  - c. Working five (5) consecutive days for eight (8) hours per day; having two (2) scheduled rest days and then working six (6) consecutive days for eight (8) hours per day and having one (1) scheduled rest day.The schedule will be posted on the job bulletin and advertised in the method used by the company for filling right-of-selection positions. Currently, that system is RecruitWeb. Management may change the schedule based on business need with seven (7) day advance notice to the affected employees with a copy to the appropriate union representative(s). Such schedule change may be implemented pending any arbitration pursuant to paragraph 5 below.
5. In the event the parties do not concur on how the language of section 3 applies subsequent to the Section Six agreements being completed, or agree to the operational need to an adjustment of the work schedule under section 4: the General Chairmen, National Representatives of the signatory organizations and the Labor Relations General Director will meet to reach agreement applicable to all MICs. If agreement cannot be reached, the matter will be progressed to an arbitration board for final decision.
6. MICs will be paid at time and one-half for hours worked in addition to their hours as scheduled above, unless covered by another provision of this agreement.
7. Vacation eligibility for employees in MIC positions is depicted in the chart below:

National Vacation Agreement	MIC Vacation Eligibility	Equivalent Hours
1 week	6 days	48 hours
2 weeks	11 days	88 hours
3 weeks	17 days	136 hours
4 weeks	22 days	176 hours
5 weeks	28 days	224 hours

8. At points with more than one MIC, vacations will be scheduled based on the date they commenced work as an MIC at that location, regardless of craft.
9. The MIC rate includes all differentials.
10. Holiday pay is not calculated in the hourly rate and MICs required to work their regularly assigned work day that is also a holiday will be paid at the rate of time and one-half for their hours worked in addition to their eight (8) hours of holiday pay. When the holiday does not fall on a regularly scheduled work day, the eight (8) hours of holiday pay will be paid in accordance with the provisions of the National Holiday Agreement for the Shopcraft employees.
11. Hours for bereavement leave, personal leave and jury duty are applied incrementally to correspond with the amount of leave allowed by agreement and the work schedule of the employee. As an example, an employee eligible for bereavement leave will be eligible for two hour paid days if working a 12-hour day schedule; or three 8-hour paid days if working an hour or 9-hour day schedule.
12. It is understood that MIC positions are to be filled by qualified journeymen. In the event there are no qualified journeymen applicants, the best qualified non- journeyman will be offered the position with the concurrence of the appropriate union representative. The best qualified non-journeyman will be assigned and placed on the appropriate roster at the location where they commence employment and training, prior to reporting to their MIC work location, as follows:

Organization	Initial Roster Placement	Journeyman Status
BRC	Apprentice Roster (must successfully complete Apprentice test)	After 732 days worked as MIC removed from Apprentice Roster and given new date on Journeyman Roster
IAMAW	Apprentice Roster (must successfully complete Apprentice test) <i>Note: Helpers are covered by the Helper MIC Agreement dated 9/17/2014</i>	After 732 days worked as MIC removed from Apprentice Roster and given new date on Journeyman Roster (not retroactive)

Organization	Initial Roster Placement	Journeyman Status
IBBB	Apprentice Roster	After 732 days worked as MIC removed from Apprentice Roster and given new date on Journeyman Roster (not retroactive)
IBEW	Apprentice Roster (must successfully complete Apprentice test)	After 732 days worked as MIC removed from Apprentice Roster and given new date on Journeyman Roster (not retroactive)
SMART-MD	Apprentice Roster	After 732 days worked as MIC removed from Apprentice Roster and given new date on Journeyman Roster (not retroactive)

13. Seniority for current MICs will be handled as follows:

- a. Incumbent MICs as of the date of this Agreement, who have seniority on the rosters listed on Attachment A may elect to remove their name from a former roster and establish an November 1, 2014 seniority date at Proviso.
- b. Incumbent MICs who have no seniority on any roster will automatically be added to the applicable roster (Apprentice or Journeyman) at Proviso, with an November 1, 2014 date, except for those MICs who promoted to Journeymen from the Machinist Helper roster at South Morrill, Nebraska. Those MICs will be given the options of the Helper MIC Agreement dated September 17, 2014.

Additions to the Proviso rosters under this provision will be done in order of service date and, in the case of a tie, by the last four digits of the employees' social security numbers (lower numbers being placed ahead of higher numbers). Such elections will be completed by January 15, 2015.

14. While there is no limit to the number of MIC positions at a location, the representation of those employees supervised by an MIC remains as agreed in the Memorandum Agreement effective May 23, 1939.

15. MICs do not establish new or additional seniority at their assigned point.

16. It is agreed that, as of the date of this agreement where it had not previously applied, an MIC is considered to be a promoted position under the terms of each craft's respective collective bargaining agreement and employees assigned to MIC positions will maintain their seniority on their former roster as if they remained working at that roster location.

This Agreement may be canceled by the signatory Organizations by them providing written sixty (60) day notice to the Carrier after December 31, 2015. This Agreement may be canceled by the Carrier by it providing written sixty (60) day notice to the signatory Organizations after December 31, 2015. Should this Agreement not be canceled by January 1, 2020, it will remain in effect, subject to change only through negotiation and agreement pursuant to the Railway Labor Act. Please indicate your agreement by signing below.

Dated this 17th day of September 2014.

AGREED:

/s/ Daryl Burnett  
National Representative, TCU/IAM-BRCD

/s/ Jim Wisniski  
General Chairman IBEW

/s/ Derrick Battle  
General Chairman IMAAW

/s/ James Davis  
General Chairman IMAAW

/s/ Phil Boronda  
General Chairman SMART-MD

/s/ John Mansker  
International Representative IBBB

AGREED:

/s/ Sharon F. Boone  
General Director Labor Relations UP

/s/ Toby M. Rees  
Director Labor Relations UP

/s/ Andrea Gansen  
AVP Labor Relations UP

ATTACHMENT A - Rosters Eligible for Election to Proviso

Barrington (Commuter)  
4302 BRC Journeymen Boone, IA  
4231 IAM journeymen Cedar Rapids, IA  
4321 BRC journeymen Chadron, NE  
4323 BRC journeymen  
4234 IAM journeyman  
4223 IBEW journeymen  
4236 SMWIA journeymen Clinton, IA  
4329 BRC journeymen  
4337 IAM journeymen  
4336 IBBB journeymen  
4332 IBEW journeymen  
4340 SMWIA journeymen Crystal Lake, IL  
4587 IAM helpers Des Moines, IA  
4242 IAM journeymen  
4240 IBEW journeymen Eagle Grove, IA  
4346 BRC journeymen  
4246 IAM journeymen Janesville, WI  
4362 BRC journeymen Mankato, MN  
4369 BRC journeymen  
4272 IAM journeymen Marshalltown, IA  
4371 BRC journeymen  
4276 IAM journeymen  
4274 IBEW journeymen  
4278 IBBB journeymen  
4277 SMWIA journeymen Mason City, IA  
4343 BRC journeymen  
4280 IAM journeymen  
4574 IBEW journeymen Minneapolis, MN  
BRC 4376 journeymen

Oelwein, IA  
4379 BRC rip track journeymen  
4381 BRC train yard journeymen  
4287 IBBB journeymen  
4284 IBEW journeymen  
4288 SMWIA journeymen Peoria, IL  
4392 BRC journeymen South Morrill, NE  
4420 IAM journeymen Sterling, IL  
4394 BRC journeymen Twin Cities, MN  
4299 IAM journeymen  
4297 IBEW journeymen Waukegan, IL  
4411 IAM journeymen

June 24, 2015

230-37

Mr. Jim Wisniski  
General Chairman  
IBEW 8000 Main Street, Suite A  
North Richland Hills, TX 76182 Dear Sir:

This refers to our discussions regarding the parties' intent to change the mechanism in which documents related to disciplinary proceeding are provided to the Organization pursuant to the following rules of the governing IBEW Collective Bargaining Agreements:

UPRR (November 1, 1976):	Rule 35
SPRR-WL (April 16, 1942):	Rule 38
SPRR-WL, MfN (January 1, 1956)	Rule 39
SPRR-EL (April 15, 1967)	Rule 32
DRGW (July 31, 1980):	Rule 31
CNW {December 1, 1985):	Rule 26
Communications (January 1, 2003):	Rule 21

Based on our discussions, the Organization is agreeable to receiving all Notices of Investigation, postponements, transcripts and exhibits and Discipline Assessment Letters via electronic mail effective July 1, 2015.

The Carrier will electronically deliver all discipline documents covered by the above referenced rules of the Collective Bargaining Agreements to the emails as provided by the Organization. Therefore, please provide all pertinent email addresses to this office prior to the July 1, 2015 effective date.

It is further agreed that the date of receipt for such electronic documents will be the date the documents are sent.

If the above reflects our understanding, please sign in the space provided below to indicate your concurrence.

Sincerely,

/s/ Toby Rees

AGREED:

/s/ Jim Wisniski  
General Chairman IBEW

Cc: Sharon Boone, General Director Labor Relations  
Kali Landmark, Manager Labor Relations  
Tarry Johnson, Labor Relations Officer

## BUILDING AMERICA

March 18, 2020

Dear Mr. Wisniski.

This refers to discussions regarding the parties' intent to change the mechanism in which claims, grievances, subcontracting notices and subsequent handling are exchanged at the general level appeal process between the parties pursuant to the following rules of the governing IBEW Collective Bargaining Agreements:

UPRR (November 1, 1976):	Rule 35; Appendix 4
SPRR-WL (April 16, 1942):	Rule 38
SPRR-WL, M/W (January 1, 1956):	Rule 38, Rule 39
SPRR-EL (April 15, 1967):	Rule 32; Addendum 4
DRGW (July 31, 1980):	Rule 31, Rule 32; Supplement C
CNW (December 1, 1985):	Rule 26; Appendix D
Communications (January 1, 2003):	Rule 21; Appendix M

Based on our discussion the parties agree to the handling of claims, grievances, subcontracting notices and subsequent handling at the general level of appeals via electronic mail under the following conditions:

1. General Level claims and grievances will be handled via electronic mail effective March 23, 2020.
2. Regardless of who files the initial claim on the Organization's behalf, all general level appeals will be sent electronically to the Carrier's designated email addresses as follows:

[LABREL@up.com](mailto:LABREL@up.com); and  
[kalandmark@up.com](mailto:kalandmark@up.com)

3. The Carrier will electronically deliver all documents covered by the governing Agreement to the email(s) provided by the Organization. The Organization must provide the pertinent email(s) to this office prior to the March 19, 2020 effective date.
4. Only one (1) grievance letter may be attached to each electronic document, and it will be in Adobe pdf format unless the parties agree otherwise.

5. The date stamp on the transmitting email of the electronic document will be considered the day it is received for purposes of determining time limit(s) compliance.
6. This agreement will take effect on Monday, March 23, 2020 and may be cancelled by either party with a written ten (10) days notification to the other party.

If the foregoing correctly sets forth the parties' understanding, please sign in the space provided below.

Sincerely,

/s/ Terrill Maxwell

AGREED:

/s/ Jim Wisniski

03/18/2020  
Date

## BUILDING AMERICA

April 25, 2020

Dear Mr. Wisniski.

This refers to discussions regarding the parties' desire to utilize alternative methods (e.g. video; telephone conference, etc.) to conduct investigative hearings due to the extreme circumstances caused by the COVID-19 pandemic. The investigative hearing process set forth in the following rules of the governing IBEW Collective Bargaining Agreements between the parties will be amended for the term of this understanding:

UPRR (November 1, 1976):	Rule 35
SPRR-WL (April 16, 1942):	Rule 38
SPRR-WL, M/W (January 1, 1956):	Rule 39
SPRR-EL (April 15, 1967):	Rule 32
DRGW (July 31, 1980):	Rule 31
CNW (December 1, 1985):	Rule 26
Communications (January 1, 2003):	Rule 21

Based on our discussion the parties agree to utilize alternative methods for conducting investigative hearing(s) under the following conditions:

1. This arrangement only applies to situations where employees are being held from service.
2. The Notice of Investigation, (NOI) will advise employee and union representative of options for attending the investigative hearing (i.e. report to location whereby social distancing can be maintained; video/virtual program (i.e. Starleaf; Zoom, etc.); telephone conference, etc.). The union will select the specific method to be used on a case-by-case basis.
3. The parties will cooperate to ensure Exhibits entered into record are viewable by management, the charged employee and union representative (i.e. scan and email; share screen if virtual format, etc.). This will not restrict the parties from entering additional exhibits as needed concurrent with the hearing proceedings.

4. The investigative hearing will be recorded and transcribed in its usual and customary manner.
5. This arrangement will remain in place for a maximum of ninety (90) days, subject to extension by mutual agreement of the parties.
6. All due process rights of charged employee(s) will be preserved in all respects despite the parties agreeing to utilize alternative methods to conduct "virtual" investigative hearings.
7. This Agreement is without prejudice to either party's rights under the CBA and established practices and is non-referable in national handling and all present or future disputes before any court, arbitrator, or administrative agency except in a dispute over the enforcement of its terms.

If the foregoing correctly sets forth the parties' understanding, please sign in the space provided below.

Sincerely,

/s/ Terrill Maxwell

AGREED:

/s/ Jim Wisniski

Jim Wisniski, General Chairman

04/30/2020

Date

**BUILDING AMERICA**

April 29, 2024

230-58  
230-71  
Electrician-Road Positions

Mr. Jim Wisniski  
General Chairman IBEW S.C. No. 2  
5750 Rufe Snow Drive, Suite 140  
North Richland Hills, TX 76180

**RE: Establish Monthly-Rated Electrician-Road Position(s) on CNW**

Dear Sir:

This letter has reference to our recent discussion concerning the Carrier's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by the Collective Bargaining Agreement dated December 1, 1985 (CNW).

Pursuant to our discussion, the establishment of this position on the CNW will follow the conditions established in the Agreement dated February 1, 2007, establishing the monthly-rated classification Electrician-Road, for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL); and July 31, 1980 (DRGW).

The establishment of this position on the CNW will also follow the clarification set forth in the letter of understanding dated December 28, 2009, wherein it was clarified that the Electrician-Road positions are not right-of-selection, and such position(s) will be filled by seniority following bulletin.

If you are in agreement, please indicate by signing in the space provided below.

Respectfully,

Terrill Maxwell / SMG  
General Director, Labor Relations

AGREED :

/s/ Jim Wisniski  
Jim Wisniski  
General Chairman, IBEW S.C. No. 2

04-29-2024  
Date

**BUILDING AMERICA**

April 29, 2024

230-58

230-71

System Electrician Leader Positions

Mr. Jim Wisniski  
General Chairman IBEW S.C. No. 2  
5750 Rufe Snow Drive, Suite 140  
North Richland Hills, TX 76180

**RE: Alternate Work Schedule for CNW System Electrician Leader Position(s) at Hudson, WI and Cedar Rapids, IA**

Dear Sir:

This letter has reference to the parties' discussion to implement an alternate work schedule for the System Electrician Leader position(s) you represent, covered by the Collective Bargaining Agreement dated December 1, 1985 (CNW).

Pursuant to our discussions around operational needs, we agreed to the following provisions for the System Electrician Leader position(s) reporting out of Hudson, WI, and Cedar Rapids, IA:

1. Current System Electrician Leader position(s) will be assigned to ten (10) hour shifts, working four (4) days on, three (3) days off, effective May 1, 2024.
2. Each week, employee(s) will have one (1) assigned rest day and two (2) scheduled rest days.
3. Employee(s) are expected to be available and on-call to work their System Electrician Leader position on their assigned rest day.
4. Workweeks will be staggered to meet the Carrier's operational requirements.
5. An employee assigned to this position will be paid at the monthly rate of \$9,340.20 (PPC 407). This monthly rate reflects compensation for any and all skill or other differentials and COLAs in effect as of the date of this Agreement. To determine the straight time hourly rate, divide the monthly rate by 213.
6. No time will be deducted from the employee's monthly rate unless the employee lays off in non-compensated status of their own accord. An employee who lays off on their regularly scheduled shift will have ten (10) hours of pay at the hourly rate in effect for the month deducted from their time.

7. Vacation scheduled in week blocks will be paid with no adjustment to the monthly rate and charged as if for vacation taken on a six-day work week position. Single day vacation will be used on an hourly basis, with one scheduled day requiring ten (10) hours of vacation to be used. If an employee takes a week vacation, they will be charged with one week of vacation (5 days).
8. Other paid leaves covered under the Collective Bargaining Agreement, such as bereavement leave and jury duty, will be handled in such a manner as to not cause deductions from the employee's monthly rate, as if the employee had an eight-hour day work schedule.
9. Employees on this schedule will receive 1.25 days of credit per each ten (10) hour workday for vacation credit purposes.
10. All other provisions for System Electrician Leader positions under the December 1, 1985 (CNW) Agreement are applicable where not amended by this Agreement.

The parties agree to work together to resolve any issues that may arise out of this Agreement to find a solution that meets the needs of the operations and affected employees. However, the Carrier and Organization both reserve the right to cancel this Agreement upon sixty (60) days written notice. In the event such notice is served, the parties will meet in attempt to address the issues that caused the notice prior to the Agreement's actual cancellation.

This Agreement is made without precedent or prejudice to the position of either party, and it will not be cited by either party in any future negotiations, national, or local.

Please acknowledge your agreement by signing in the space provided below.

Respectfully,

Terrill Maxwell / SMG  
General Director, Labor Relations

AGREED:

/s/ Jim Wisniski  
Jim Wisniski  
General Chairman IBEW S.C. No. 2

04-29-2024  
Date

April 19, 2024

230-15  
Electrician-Road Positions

Mr. Jim Wisniski  
General Chairman IBEW S.C. No. 2  
5750 Rufe Snow Drive, Suite 140  
North Richland Hills, TX 76180

**RE: Monthly-Rated Electrician-Road with 12-hour shifts at Tucson and Phoenix, AZ**

Dear Sir:

This letter has reference to the Agreement dated February 1, 2007, establishing the monthly-rated classification Electrician-Road, for employees you represent in maintenance operations.

Pursuant to our discussions around operational needs, we agreed to the following provisions, on a trial basis, for the Electrician position(s) reporting out of Tucson and Phoenix, AZ:

1. Current plans are that these employee(s) will be assigned to twelve (12) hour shifts, working a pattern of four (4) days on, three (3) days off; three (3) days on, four (4) days off.
2. Employee(s) will be required to work a 4/3-3/4 schedule and will have one (1) assigned rest day and two (2) to three (3) scheduled rest days each week.
3. Employee(s) are expected to be available to work their Electrician-Road position on their assigned rest day for emergency work, and an employee who is not available will have eight (8) hours of pay deducted from their monthly rate.
4. To determine the straight time hourly rate, divide the monthly rate by 213.
5. An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
6. Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
7. Positions will be bulletined and will be filled by seniority. If no bids are received on such positions, electricians will not be force assigned thereto. Should management determine that an individual filling a bulletined Electrician-Road position does not demonstrate the aptitude for the position, the Electrician-Road may be disqualified from the position in accordance with the applicable Agreement
8. Employee(s) assigned to these positions will be paid at the monthly rate of \$8,714.85. This monthly rate reflects compensation for any and all skill or other differentials and COLAs in effect as of the date of this Agreement

9. No time will be deducted from the employee's monthly rate unless the employee lays off of their own accord. An employee who lays off on their regularly scheduled shift will have twelve (12) hours of pay at the hourly rate in effect for the month deducted from their time.
10. Vacation scheduled in week blocks will be paid with no adjustment to the monthly rate and charged as if for vacation taken on a six-day work week position. Single day vacation will be used on an hourly basis, with one scheduled day requiring twelve (12) hours of vacation to be used. If an employee takes a week vacation, they will be charged with one week of vacation (5 days).
11. Other paid leave covered under the Collective Bargaining Agreement, such as bereavement leave and jury duty, will be handled in such a manner as to not cause deductions from the employee's monthly rate, as if the employee had an eight-hour day work schedule.
12. Employee(s) on this schedule will receive 1.5 days of credit per each twelve (12) hour workday for vacation credit purposes.
13. All other provisions for Electrician-Road positions are applicable where not amended by this Agreement

The parties agree to work together to resolve any issues that may arise out of this Agreement to find a solution that meets the needs of the operations and affected employees. However, the Carrier and Organization both reserve the right to cancel this Agreement upon sixty (60) days written notice. In the event such notice is served, the parties will meet in attempt to address the issues that caused the notice prior to the Agreement's actual cancellation.

This Agreement is made without precedent or prejudice to the position of eit her party, and it will not be cited by either party in any future negotiations, national, or local.

Please acknowledge your agreement by signing in the space provided below.

Respectfully,

Terrill Maxwell/ SMG  
General Director, Labor Relations

AGREED:

/s/ Jim Wisniski  
Jim Wisniski  
General Chairman IBEW S.C. No. 2

4-24-2024  
Date

## BUILDING AMERICA

April 19, 2024

Mr. Jim Wisniski  
General Chairman, IBEW S.C. No. 2  
5750 Rufe Snow Drive Suite 140  
North Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreement dated February 1, 2007, establishing a monthly-rated Electrician-Road position to provide certain servicing, inspecting, repairing, and maintenance to locomotives.

Due to the continuation of these positions, the Carrier intends to establish a monthly-rated position(s) at Herington, Kansas. For such position(s), the following conditions are understood and agreed to between the parties, in addition to the Letter of Agreement dated February 1, 2007:

1. The position(s) established pursuant to this Agreement shall be filled first by qualified electrician(s) currently assigned to the North Platte roster. In the event no electrician(s) assigned to the North Platte roster bid on such position(s), the bid will next be extended to electrician(s) assigned to the Kansas City roster. In the event no electrician(s) assigned to the Kansas City roster bid on such position(s), the bid will be extended to the balance of the system.
2. The electrician bidding and assigned at Herington will remain at such location for a period of not less than one year from the date assigned. Qualified electricians shall not be permitted to displace onto this position unless as a result of a force reduction they are no longer able to hold a position as an electrician at home point.

Should the operations at Herington require the electrician to remain at that location beyond the one-year period as set forth herein, the parties will meet to discuss the matter.

3. The electrician bidding and assigned to Herington will continue to retain and accrue seniority at the home point from which transferred and will follow under the provisions of the current Collective Bargaining Agreement with regard to any exercise of seniority (bidding, bumping, displacement, etc.), with the exception of Section # 2 above.
4. The electrician(s) assigned to Herington will not establish nor accrue seniority at Herington. It is further understood, if no bids are received on the position(s) identified above, an electrician from the home point will not be force assigned to the monthly-rated Electrician-Road position(s) established pursuant to this Agreement.

5. The electrician(s) assigned to the Electrician-Road position(s) at Herington will be allowed reasonable actual and necessary expenses for meals and lodging for the first fifteen (15) calendar days subsequent to their assignment, commencing on the date the electrician is released from the home point. This will not supersede the February 1, 2007 Agreement allowing for expenses while away from the home point of their assignment

It is understood that this Agreement is to cover a unique situation and shall not serve as setting precedent in future situations. It is also understood that this Agreement shall not be cited by either party in future other than execution purposes.

Respectfully,

Terrill Maxwell/ SMG  
General Director, Labor Relations

AGREED:

/s/ Jim Wisniski  
Jim Wisniski – General Chairman, IBEW

4-24-2024  
Date

## **BUILDING AMERICA**

January 8, 2024

230-15  
230-122  
Electrician-Road Positions

Mr. Jim Wisniski  
General Chairman IBEW S.C. No. 2 5750 Rufe Snow Drive, Suite 140 North Richland  
Hills, TX 76180

**RE: Convert Electrician to Monthly-Rated Electrician-Road with 4-10s at West Oakland, CA**

Dear Sir:

This letter has reference to the Agreement dated February 1, 2007, establishing the monthly-rated classification Electrician-Road, for employees you represent in maintenance operations.

Pursuant to our discussions around operational needs, we agreed to the following provisions for the Electrician positions reporting out of West Oakland, California:

1. Current West Oakland Electrician(s) will be converted to monthly-rated Electrician-Road position under the February 1, 2007 Agreement, and assigned to ten (10) hour shifts, working four (4) days on, three (3) days off, effective January 15, 2024.
2. Each week, employee(s) will have one (1) assigned rest day and two (2) scheduled rest days.
3. Work weeks will be staggered to meet the Carrier's operational requirements.
4. Employee(s) are expected to be available and on-call to work their Electrician-Road position on their assigned restday.
5. An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
6. An employee assigned to this position will be paid at the monthly rate of \$8,714.85. This monthly rate reflects compensation for any and all skill or other differentials and COLAs in effect as of the date of this Agreement. To determine the straight time hourly rate, divide the monthly rate by 213.
7. No time will be deducted from the employee's monthly rate unless the employee lays off in non-compensated status of their own accord. An employee who lays off on their regularly scheduled shift will have ten (10) hours of pay at the hourly rate in effect for the month deducted from their time.

8. Vacation scheduled in week blocks will be paid with no adjustment to the monthly rate and charged as if for vacation taken on a six-day work week position. Single day vacation will be used on an hourly basis, With one scheduled day requiring ten (10) hours of vacation to be used. If an employee takes a week vacation, they will be charged with one week of vacation (5 days).
9. Other paid leaves covered under the Collective Bargaining Agreement, such as bereavement leave and jury duty, will be handled in such a manner as to not cause deductions from the employee's monthly rate, as if the employee had an eight-hour day workschedule.
10. Employees on this schedule will receive 1.25 days of credit per each ten (10) hour workday for vacation credit purposes.
11. All other provisions for Electrician-Road positions under the February 1, 2007 Agreement are applicable where-not amended by this Agreement

The parties agree to work together to resolve any issues that may arise out of this Agreement to find a solution that meets the needs of the operations and affected employees. However, the Carrier and Organization both reserve the right to cancel this Agreement upon sixty(60) days written notice. In the event such notice is served, the parties will meet in attempt to address the issues that caused the notice prior to the Agreement's actual cancellation.

This Agreement is made without precedent or prejudice to the position of either party, and it will not be cited by either party in any future negotiations, national, or local.

Please acknowledge your agreement by signing in the space provided below.

Respectfully,

/s/ Terrill Maxwell

Terrill Maxwell/ SMG  
General Director, Labor Relations

AGREED:

/s/ Jim Wisniski

**Jim Wisniski**

*General Chairman IBEW S.C. No. 2*

02/09/2024

Date

October 10, 2023

230-15

Electrician-Road Position

Mr. Jim Wisniski  
General Chairman IBEW  
5750 Rufe Snow Drive, Suite 140  
North Richland Hills, TX 76180

Dear Sir:

This letter has reference to the Agreement dated February 1, 2007, establishing the monthly-rated classification Electrician-Road, for employees you represent in maintenance operations.

Pursuant to our discussions around operational needs, we agreed to the following provisions, on a trial basis, for Electrician-Road position(s) reporting out of Dupo, IL:

1. Current plans are that these employee(s) will be assigned to twelve (12) hour shifts, working a pattern of four (4) days on; three (3) days off; three (3) days on; four (4) days off.
2. Employee(s) will be required to work a 4/3-3/4 schedule and will have one (1) assigned rest day and two (2) to three (3) scheduled rest days each week.
3. Employee(s) are expected to be available for call on their Electrician-Road position on their assigned rest day for emergency work, and an employee who is not available will have eight (8) hours of pay deducted from their monthly rate.
4. To determine the straight time hourly rate, divide the monthly rate by 213.
5. A Electrician-Road may be used, when at home point, to perform work covered by classification of work for electrician.
6. Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
7. Positions will be bulletined and will be filled by seniority. If no bids are received on such positions, electricians will not be force assigned thereto. Should management determine that an individual filling a bulletined Road Electrician position does not demonstrate the aptitude for the position, the Road Electrician may be disqualified from the position in accordance with the applicable Agreement.
8. Employee(s) assigned to these positions will be paid at the monthly rate of \$8,714.85. This monthly rate reflects compensation for any and all skill or

other differentials and COLAs in effect as of the date of this Agreement.

9. No time will be deducted from the employee's monthly rate unless the employee lays off of their own accord. An employee who lays off on their regularly scheduled shift will have up to twelve (12) hours of pay at the hourly rate in effect for the month deducted from their time.
10. Vacation scheduled in week blocks will be paid with no adjustment to the monthly rate and charged as if for vacation taken on a six-day work week position. Single day vacation will be used on an hourly basis, with one scheduled day requiring twelve (12) hours of vacation to be used. If an employee takes a week vacation, they will be charged with one week of vacation (5 days).
11. Other paid leaves covered under the Collective Bargaining Agreement, such as bereavement leave and jury duty, will be handled in such a manner as to not cause deductions from the employee's monthly rate, as if the employee had an eight-hour day work schedule.
12. Employee(s) on this schedule will receive 1.5 days of credit per each twelve (12) hour workday for vacation credit purposes.
13. All other provisions for Electrician-Road positions are applicable where not amended by this Agreement.

The parties agree to work together to resolve any issues that may arise out of this Agreement, in order to find a solution that meets the needs of the operations and affected employees. However, the Carrier and Organization both reserve the right to cancel this Agreement upon sixty (60) days written notice. In the event such notice is served, the parties will meet in attempt to address the issues that caused the notice prior to the Agreement's actual cancellation.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Please acknowledge your agreement by signing in the space provided below.

Yours truly,

/s/ David L. Young  
David L. Young  
Director Labor Relations

AGREED:

/s/ Jim Wisniski  
General Chairperson, IBEW

10/16/2022  
Date

**AGREEMENT**

**Between The**

**UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ALTERNATIVE WORK  
SCHEDULE AGREEMENT**

=====

In recognition of a desire to provide better work/life balance for employees, the increasing cost of fuel for commuting and address environmental concerns, the following provisions may be implemented at the San Antonio Locomotive Shop in San Antonio, Texas, at the discretion of management. It is understood that these provisions may be implemented for none, a portion of or all of the San Antonio Locomotive workforce.

WHEREFORE, it is agreed that a four (4) day workweek consisting of ten (10) hours a day for employees may be implemented at the San Antonio Locomotive Shop, as provided herein. Accordingly, when a four (4) day workweek is in effect,

IT IS AGREED:

**ARTICLE I**

The following Rules of the applicable Collective Bargaining Agreement as modified as follows:

**Rule 1            Hours of Service and Workweek**

**Section 1.    Hours of Service**

- (a) Ten (10) hours of service shall constitute a day's work.
- (b) The Carrier will establish a workweek of forty (40) hours, consisting of four (4) days of ten (10) hours each, with three (3) consecutive days off; with the presumption in favor of Saturday and Sunday and/or a combination thereof; the workweeks will be staggered in accordance with the Carrier's operational requirements.
- (c) Regular relief assignments with four (4) days of work and three (3) consecutive rest days may be established to do the work necessary on rest days of assignments or to perform relief work on other workdays as may be assigned under this agreement. All regular relief assignments shall be bulletined.

Assignments for regular relief positions may include different start times, shifts, duties and work locations on different days, for employees of the same class in the same seniority district, provided the employee take the starting time, duties and work locations of the employee or employees whom relieving.

**Rule 2**      **Shifts and Meals**

The Carrier will establish shift start times and the time of the lunch period. The lunch period will be between the beginning of the fifth and ending of the seventh hour. Employees working under the alternative work schedule will have a thirty (30) minute paid lunch.

**Rule 3**      **Overtime**

- a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.
- b) Employees required to perform work on their rest days or on the holidays listed in the applicable National Agreement (provided when any of the above holidays fall on Sunday and the day observed by the State, Nation, or by Proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

NOTE: This rule does not disturb agreements or practices now in effect or later agreed to under which any other day is substituted or observed in place of any of the above-referred to holidays.

**Rule 4**      **Overtime and Calls**

Service performed by a regularly assigned hourly or daily rated employee on the third rest day of his assignment shall be paid at double the basic straight time rate provided employee has worked all the hours of the assignment in that workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Work performed by an employee due to moving from one assignment to another will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

**Rule 5**      **Notice Provisions**

If the force is to be reduced or position to be abolished, four (4) working days' notice will be given prior to such action to the men affected and lists will be furnished the general and local committees.

## **ARTICLE II**

### **VACATION**

The National Vacation Agreement provisions will be converted so that an employee eligible for vacation will receive hours equal to those when on a five (5) day workweek assignment. As an example, an employee entitled to three (3) weeks' vacation, i.e., one hundred twenty (120) hours --fifteen (15) days at eight (8) hours, would now be entitled to twelve (12) days at ten (10) hours. While on a four (4) day workweek, a day's vacation will be ten (10) hours.

A workday of a four (4) day workweek will be considered as 1.25 days for qualifying day purposes for vacation in the following year.

The present Vacation Agreement allowing for ten (10) days' vacation to be taken on a daily basis will be modified to reflect eight (8) days' vacation for employees working the four (4) day workweek.

### **BEREAVEMENT, HOLIDAYS, JURY DUTY, PERSONAL LEAVE DAY**

Employees qualifying for Bereavement, Holidays, Jury Duty, and Personal Leave Day, under the applicable provisions of the Collective Bargaining Agreement and National Agreements will be compensated ten (10) hours at the straight time rate for those days which they are entitled to.

Personal Leave Day or Single Day Vacation -- The provisions of the Personal Leave Day Agreement or Single Day Vacation Agreement are modified to allow an employee to take personal leave or single day vacation in minimum increments of two (2) hours, not to exceed ten (10) hours of compensated service on that day.

### **CREDIT FOR APPRENTICE DAYS WORKED**

For each ten (10) hour workday that an employee works, the employee will be credited with 1.25 days toward the days required for journeyman status. To count as a workday, an employee must work a minimum of 7.5 hours per day to be credited with the 1.25 days.

The above modifications to the Collective Bargaining Agreement will be applicable only when employees are working a four (4) day workweek consisting of ten (10) hours a day. It is not the intent of this Agreement to result in any increased costs to the Carrier in converting from a five (5) day workweek to a four (4) day workweek.

The provisions of this Agreement are not to be considered as a precedent nor be referred to in the handling of any other matters.

**CANCELLATION CLAUSE**

Upon request by either the General Chairperson or Highest Designated Office of Labor Relations, the parties will promptly meet to address any issues that may arise with the implementation of the alternate work schedule. However, either party may serve thirty (30) days written notice to cancel the Agreement and the work schedule of employees will revert back to the terms and conditions as outlined in the Collective Bargaining Agreement.

**This Agreement will become effective on June 1, 2023**

**Signed this 17th day of May 2023**

FOR: INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

/s/ Jim Wisniski (rr)  
Jim Wisniski  
General Chairperson, IBEW

FOR UNION PACIFIC  
RAILROAD COMPANY

/s/ David L. Young  
David L. Young  
Director, Labor Relations

## BUILDING AMERICA

September 14, 2023

230-15

Electrician-Road Position

Mr. Jim Wisniski  
General Chairman IBEW  
5750 Rufe Snow Drive, Suite 140  
North Richland Hills, TX 76180

Dear Sir:

This letter has reference to the Agreement dated February 1, 2007, establishing the monthly-rated classification Electrician-Road, for employees you represent in maintenance operations .

Pursuant to our discussions around operational needs, we agreed to the following provisions, on a trial basis, for Electrician-Road position(s) reporting out of El Paso, Texas:

1. Current plans are that these employee(s) will be assigned to twelve (12) hour shifts, working a pattern of four (4) days on; three (3) days off; three (3) days on; four (4) days off.
2. Employee(s) will be required to work a 4/3-3/4 schedule and will have one (1) assigned rest day and two (2) to three (3) scheduled rest days each week.
3. Employee(s) are expected to be available for call on their Electrician-Road position on their assigned rest day for emergency work, and an employee who is not available will have eight (8) hours of pay deducted from their monthly rate.
4. To determine the straight time hourly rate, divide the monthly rate by 213.
5. A Electrician-Road may be used, when at home point, to perform work covered by classification of work for electrician.
6. Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
7. Positions will be bulletined and will be filled by seniority. If no bids are received on such positions, electricians will not be force assigned thereto. Should management determine that an individual filling a bulletined Road Electrician position does not demonstrate the aptitude for the position, the Road Electrician may be disqualified from the position in accordance with the applicable Agreement.
8. Employee(s) assigned to these positions will be paid at the monthly rate of \$8 ,714.85. This monthly rate reflects compensation for any and all skill or

other differentials and COLAs in effect as of the date of this Agreement.

9. No time will be deducted from the employee's monthly rate unless the employee lays off of their own accord. An employee who lays off on their regularly scheduled shift will have up to twelve (12) hours of pay at the hourly rate in effect for the month deducted from their time.
10. Vacation scheduled in week blocks will be paid with no adjustment to the monthly rate and charged as if for vacation taken on a six-day work week position. Single day vacation will be used on an hourly basis, with one scheduled day requiring twelve (12) hours of vacation to be used. If an employee takes a week vacation, they will be charged with one week of vacation (5 days).
11. Other paid leaves covered under the Collective Bargaining Agreement, such as bereavement leave and jury duty, will be handled in such a manner as to not cause deductions from the employee's monthly rate, as if the employee had an eight-hour day work schedule.
12. Employee(s) on this schedule will receive 1.5 days of credit per each twelve (12) hour workday for vacation credit purposes.
13. All other provisions for Electrician-Road positions are applicable where not amended by this Agreement.

The parties agree to work together to resolve any issues that may arise out of this Agreement, in order to find a solution that meets the needs of the operations and affected employees. However, the Carrier and Organization both reserve the right to cancel this Agreement upon sixty (60) days written notice. In the event such notice is served, the parties will meet in attempt to address the issues that caused the notice prior to the Agreement's actual cancellation.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Please acknowledge your agreement by signing in the space provided below.

Yours truly,  
/s/ David L. Young  
David L. Young  
Director Labor Relations

AGREED:

/s/ Jim Wisniski  
General Chairperson, IBEW

09-22-2023  
Date

**AGREEMENT**  
**BETWEEN**  
**UNION PACIFIC RAILROAD**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**PROVIDING**  
**PAID TIME OFF FOR ILLNESS AND WELLNESS**

This Agreement is made by and between Union Pacific Railroad ("UP" or the "Carrier") and the International Brotherhood of Electrical Workers (IBEW) as representative of UP employees in the Electrician craft or class ("Employees") pursuant to the Railway Labor Act, as amended, 45 U.S.C. § 151 et seq.

Effective April 1, 2023 and continuing on an annual calendar year basis each year thereafter, each Employee shall accrue 32 hours of paid sick time off (hereinafter referred to as "paid sick time" or "paid sick leave") to be used for absences related to or resulting from physical illness, mental illness, off-duty injury, doctor and dental appointments, or medical conditions. The accrual of paid sick time off shall begin after the completion of the employee's applicable probationary period. The number of hours of paid days for sick time off accrued for each Employee shall be prorated to 24 hours in 2023. The amount of paid sick time accrued by an employee in each year shall be pro-rated based on the dates on which an employee is eligible for paid sick leave as outlined in Appendix A of this Agreement. Each year's annual paid sick time allowance, to the extent not utilized before the end of the year, shall not carry over for use in a subsequent year, but will be paid out as set forth in this agreement.

In addition to annual paid sick time, each Employee who meets the qualifying vacation requirements of Article X of the December 11, 1981 National Agreement and the qualifying paid personal leave requirements of Article IV of the September 28, 2022 National Agreement, as applicable, shall be permitted, in accordance with procedures adopted by the Carrier, to annually convert and utilize up to a maximum of three (3) personal leave days into up to 24 hours paid personal leave for use as paid sick time off. Employees that convert and utilize paid personal leave days as paid sick time off will be subject to the reporting requirements of this agreement as described below. There will be no duplication of payment for the utilization of paid personal leave days converted to and used for paid sick leave.

Each Employee shall be permitted to use paid sick time in a minimum of half(1/2) day or one (1) day increments. All paid sick time shall be paid at the respective straight time hourly rate of pay of the position currently held by the Employee. If the Employee is unassigned at the time of use of paid sick time, the paid sick time off shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated.

A request for use of paid sick time off must be made at least seven (7) calendar days in advance of the use of paid sick leave when the need for such paid sick leave is foreseeable (e.g., a doctor's appointment or procedure that is scheduled at least 7 days in advanced of the absence). If paid

leave is unforeseeable, the employee must report their use at the time of mark-off, or if that is not possible, then as soon as practicable in all instances, but in no instance later than the time of mark-off. Reporting shall be made by the Employee in accordance with Carrier instruction regarding notification for absences from work.

The Carrier may require an Employee to provide information or documentation to support a scheduled medical care appointment or other medical documentation to support the need for paid sick leave.

Unused paid sick time will be paid out within 30 days following the end of each calendar year (or at such earlier time as may be required by applicable law) at the Employee's straight time hourly rate of the position currently held by the Employee, less applicable withholdings. If the Employee is unassigned at the time of use of paid sick time, the paid sick time off shall be paid at the respective straight time hourly rate of pay of the last position the Employee worked and was compensated. The Carrier agrees to make reasonable efforts to amend its 401(k) savings plan for agreement employees ("Agreement 401(k) Plan") to permit an Employee's election to have an amount equal to the value of the Employee's entire unused paid sick time determined as of the end of the calendar year contributed as an elective deferral to the Employee's Agreement 401(k) Plan account, in lieu of the payment of such amount in cash. The Employee's election will not be implemented unless the Employee is otherwise eligible to participate in the Agreement 401(k) Plan during all or any portion of the last payroll period of the calendar year. The Carrier may adopt procedures for the making of such elections, including with respect to whether an election may be "evergreen" and carry over from one year to the next unless affirmatively changed. In the event of the death of the Employee, payment of all unused accumulated paid sick time will be issued to the estate of the Employee.

Paid sick time absences will be handled in accordance with the Company's attendance policy in effect at the time of the absence. Employees who are dismissed or suspended from service but whose discipline is subsequently removed or overturned through arbitration, voluntary settlement, or other means shall receive pay for paid sick time lost, in accordance with current practice and to the extent back pay is awarded, the employee paid sick time will be prorated in accordance with Appendix A. The Employee shall also qualify for and be credited for accrued paid sick time to be used in the current year that the Employee would have otherwise received but for the arbitration award.

Other than as described in this Agreement, the provisions of the paid sick time benefit described herein shall have no effect on and in no way alter collective bargaining agreement terms regarding paid time off and the application thereof for the Employees, including but not limited to the use of paid vacation (National Vacation Agreement and the subsequent amendments thereto), paid personal leave days when not converted and utilized as paid sick leave, paid holidays (National Holiday Agreement and the subsequent amendments thereto).

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

AGREED, this 23 day of February 2023.

FOR UNJON PACIFIC RAILROAD:

/s/ Maquiling Parkerson  
Maquiling Parkerson  
Vice President - Labor Relation

FOR INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS:

/s/ Jim Wisniski

Appendix A of Paid Time Off for Illness and Wellness

Eligibility (active employees)	Ratio	Sick Leave Hours
Jan 1 – Mar 31	4/4	32.0
Apr 1 – June 30	3/4	24.0
Jul 1 – Sep 30	2/4	16.0
Oct 1 – Nov 30	1/4	8.0
Dec 1 – Dec 30	0/4	0.0

Example A: Employee A was hired May 1, 2023. Employee A would be eligible for 24 hours of paid sick leave for FY 2023

Example B: Employee B is out on Medical Leave of Absence (MLOA) from January 1 through June 30. Employee B would be eligible for 16 hours of paid sick leave on July 1 for FY 2023

Example C: Employee C was hired October 15, 2023. Employee C would be eligible for 8 hours of paid sick time for FY 2023

**KANSAS CITY SOUTHERN**

**Louis Fernandez**  
Director Labor Relations  
427 West 12 Street  
Kansas City, MO 64105

November 8, 2022

Mr. Jim Wisniski  
General Chairman - IBEW SC-2  
5750 Rufe Snow Drive , STE I40  
North Richland Hills, TX 76180

Re: Videoconference Discipline Hearings

Dear Mr. Wisniski,

This refers to our discussion regarding the parties' desire to utilize alternative methods to conduct investigative hearings to assist with expediting the process where employees are being held out of service. Based on our discussion the parties agree to utilize videoconference for conducting investigative hearing(s) under the following conditions:

1. This arrangement applies to all investigations and will remain in effect unless cancelled by either party with a fourteen (14) day written notice.
2. In all cases, the Notice of investigation (NOI) assumes attendance will be in person and the report to location will be provided in the usual manner. However , in consideration of travel restrictions, social distance limitations etc., the parties will have the option to participate via videoconference through the platform designated by the Hearing Officer. In such cases, the Hearing Officer must be notified of all videoconference attendees no later than 48 hours prior to the hearing.
3. The parties will cooperate to ensure Exhibits entered into record are viewable by management , the charged employee and union representative. To that end, all exhibits are to be labeled and exchanged between the parties no earlier than 5 minutes prior to the start time of the hearing. This will not restrict the parties from entering additional exhibits as needed concurrent with the hearing proceedings.
4. The investigative hearing will be transcribed in its usual and customary manner.
5. All due process rights of charged employee(s) will be preserved in all respects despite the parties agreeing to utilize alternative methods to conduct "virtual" investigative hearing s.
6. This Agreement is without prejudice to either party's rights under the CBA and established practices and is non-referable in national handling and all present or future disputes before any court, arbitrator, or administrative agency except in a dispute over the enforcement of its terms.

If the foregoing confirms our understanding, please so indicate in the space provided below.

I CONCUR:

/s/ Jim Wisniski  
General Chairman - IBEW System Council 2

Sincerely,

/s/ Louis Fernandez  
Louis Fernandez  
Director Labor Relations

**AGREEMENT**

**Between The**

**UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
ALTERNATIVE WORK SCHEDULE AGREEMENT**

=====

In recognition of a desire to provide better work/life balance for employees, the increasing cost of fuel for commuting and address environmental concerns, the following provisions may be implemented at Hermiston, OR at the Hinkle Locomotive Facility at the discretion of management. It is understood that these provisions may be implemented for none, a portion of or all the Hinkle Locomotive workforce.

WHEREFORE, it is agreed that a four (4) day workweek consisting of ten (10) hours a day for employees may be implemented at the Hinkle Locomotive Facility, as provided herein. Accordingly, when a four (4) day workweek is in effect,

IT IS AGREED:

**ARTICLE I**

The following Rules of the applicable Collective Bargaining Agreement as modified as follows:

**Rule 1                      Hours of Service and Workweek**

**Section 1.      Hours of Service**

- (a) Ten (10) hours of service shall constitute a day's work.
- (b) The Carrier will establish a workweek of forty (40) hours, consisting of four (4) days of ten (10) hours each, with three (3) consecutive days off; with the presumption in favor of Saturday and Sunday and/or a combination thereof; the workweeks will be staggered in accordance with the Carrier's operational requirements.
- (c) Regular relief assignments with four (4) days of work and three (3) consecutive rest days may be established to do the work necessary on rest days of assignments or to perform relief work on other workdays

as may be assigned under this agreement. All regular relief assignments shall be bulletined.

Assignments for regular relief positions may include different start times, shifts, duties and work locations on different days, for employees of the same class in the same seniority district, provided the employee take the starting time, duties and work locations of the employee or employees whom relieving.

## **Rule 2**                      **Shifts and Meals**

The Carrier will establish shift start times and the time of the lunch period. The lunch period will be between the beginning of the fifth and ending of the seventh hour. Employees working under the alternative work schedule will have a thirty (30) minute paid lunch.

## **Rule 3**                      **Overtime**

- (a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.
- (b) Employees required to perform work on their rest days or on the holidays listed in the applicable National Agreement (provided when any of the above holidays fall on Sunday and the day observed by the State, Nation, or by Proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

NOTE: This rule does not disturb agreements or practices now in effect or later agreed to under which any other day is substituted or observed in place of any of the above-referred to holidays.

## **Rule 4**                      **Overtime and Calls**

Service performed by a regularly assigned hourly or daily rated employee on the third rest day of his assignment shall be paid at double the basic straight time rate provided employee has worked all the hours of the assignment in that workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Work performed by an employee due to moving from one assignment to another will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

## **Rule 5**

## **Notice Provisions**

If the force is to be reduced or position to be abolished, four (4) working days' notice will be given prior to such action to the men affected and lists will be furnished the general and local committees.

## **ARTICLE II**

### **VACATION**

The National Vacation Agreement provisions will be converted so that an employee eligible for vacation will receive hours equal to those when on a five (5) day workweek assignment. As an example, an employee entitled to three (3) weeks' vacation, i.e., one hundred twenty (120) hours --fifteen (15) days at eight (8) hours, would now be entitled to twelve (12) days at ten (10) hours. While on a four (4) day workweek, a day's vacation will be ten (10) hours.

A workday of a four (4) day workweek will be considered as 1.25 days for qualifying day purposes for vacation in the following year.

The present Vacation Agreement allowing for ten (10) days' vacation to be taken on a daily basis will be modified to reflect eight (8) days' vacation for employees working the four (4) day workweek.

### **BEREAVEMENT, HOLIDAYS, JURY DUTY, PERSONAL LEAVE DAY**

Employees qualifying for Bereavement, Holidays, Jury Duty, and Personal Leave Day, under the applicable provisions of the Collective Bargaining Agreement and National Agreements will be compensated ten (10) hours at the straight time rate for those days which they are entitled to.

Personal Leave Day or Single Day Vacation -- The provisions of the Personal Leave Day Agreement or Single Day Vacation Agreement are modified to allow an employee to take personal leave or single day vacation in minimum increments of two (2) hours, not to exceed ten (10) hours of compensated service on that day.

### **CREDIT FOR APPRENTICE DAYS WORKED**

For each ten (10) hour workday that an employee works, the employee will be credited with 1.25 days toward the days required for journeyman status. To count as a

workday, an employee must work a minimum of 7.5 hours per day to be credited with the 1.25 days.

The above modifications to the Collective Bargaining Agreement will be applicable only when employees are working a four (4) day workweek consisting of ten (10) hours a day. It is not the intent of this Agreement to result in any increased costs to the Carrier in converting from a five (5) day workweek to a four (4) day workweek.

The provisions of this Agreement are not to be considered as a precedent nor be referred to in the handling of any other matters.

### **CANCELLATION CLAUSE**

Upon request by either the General Chairperson or Highest Designated Officer of Labor Relations, the parties will meet to address the issues associated with the application of this modification.

Either party may serve thirty (30) days written notice to cancel the Agreement and the work schedule of employees will revert back to terms and conditions as outlined in the Collective Bargaining Agreement.

**This Agreement will become effective on October 31, 2022**

**Signed this 31st day of October, 2022**

FOR: INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

FOR UNION PACIFIC  
RAILROAD COMPANY

/s/ Jim Wisniski  
Chairperson, IBEW

/s/ David L. Young  
David L. Young  
Director, Labor Relations

**AGREEMENT**

**Between The**

**UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**ALTERNATIVE WORK SCHEDULE AGREEMENT**

=====

In recognition of a desire to provide better work/life balance for employees, the increasing cost of fuel for commuting and address environmental concerns, the following provisions may be implemented at the Livonia, Louisiana Locomotive Facility at the discretion of management. It is understood that these provisions may be implemented for none, a portion of or all of the Livonia Locomotive workforce.

WHEREFORE, it is agreed that a four (4) day workweek consisting of ten (10) hours a day for employees may be implemented at the Livonia Locomotive Facility, as provided herein. Accordingly, when a four (4) day workweek is in effect,

IT IS AGREED:

**ARTICLE I**

The following Rules of the applicable Collective Bargaining Agreement as modified as follows:

**Rule 1                      Hours of Service and Workweek**

**Section 1.    Hours of Service**

- (a)        Ten (10) hours of service shall constitute a day's work.
  
- (b)        The Carrier will establish a workweek of forty (40) hours, consisting of four (4) days of ten (10) hours each, with three (3) consecutive days off; with the presumption in favor of Saturday and Sunday and/or a combination thereof; the workweeks will be staggered in accordance with the Carrier's operational requirements.
  
- (c)        Regular relief assignments with four (4) days of work and three (3) consecutive rest days may be established to do the work necessary on rest days of assignments or to perform relief work on other workdays

as may be assigned under this agreement. All regular relief assignments shall be bulletined.

Assignments for regular relief positions may include different start times, shifts, duties and work locations on different days, for employees of the same class in the same seniority district, provided the employee take the starting time, duties and work locations of the employee or employees whom relieving.

## **Rule 2**                      **Shifts and Meals**

The Carrier will establish shift start times and the time of the lunch period. The lunch period will be between the beginning of the fifth and ending of the seventh hour. Employees working under the alternative work schedule will have a thirty (30) minute paid lunch.

## **Rule 3**                      **Overtime**

(a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

(b) Employees required to perform work on their rest days or on the holidays listed in the applicable National Agreement (provided when any of the above holidays fall on Sunday and the day observed by the State, Nation, or by Proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

NOTE: This rule does not disturb agreements or practices now in effect or later agreed to under which any other day is substituted or observed in place of any of the above-referred to holidays.

## **Rule 4**                      **Overtime and Calls**

Service performed by a regularly assigned hourly or daily rated employee on the third rest day of his assignment shall be paid at double the basic straight time rate provided employee has worked all the hours of the assignment in that workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Work performed by an employee due to moving from one assignment to another will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

## **Rule 5**

## **Notice Provisions**

If the force is to be reduced or position to be abolished, four (4) working days' notice will be given prior to such action to the men affected and lists will be furnished the general and local committees.

## **ARTICLE II**

### **Vacation**

The National Vacation Agreement provisions will be converted so that an employee eligible for vacation will receive hours equal to those when on a five (5) day workweek assignment. As an example, an employee entitled to three (3) weeks' vacation, i.e., one hundred twenty (120) hours --fifteen (15) days at eight (8) hours, would now be entitled to twelve (12) days at ten (10) hours. While on a four (4) day workweek, a day's vacation will be ten (10) hours.

A workday of a four (4) day workweek will be considered as 1.25 days for qualifying day purposes for vacation in the following year.

The present Vacation Agreement allowing for ten (10) days' vacation to be taken on a daily basis will be modified to reflect eight (8) days' vacation for employees working the four (4) day workweek.

### **BEREAVEMENT, HOLIDAYS, JURY DUTY, PERSONAL LEAVE DAY**

Employees qualifying for Bereavement, Holidays, Jury Duty, and Personal Leave Day, under the applicable provisions of the Collective Bargaining Agreement and National Agreements will be compensated ten (10) hours at the straight time rate for those days which they are entitled to.

Personal Leave Day or Single Day Vacation -- The provisions of the Personal Leave Day Agreement or Single Day Vacation Agreement are modified to allow an employee to take personal leave or single day vacation in minimum increments of two (2) hours, not to exceed ten (10) hours of compensated service on that day.

### **CREDIT FOR APPRENTICE DAYS WORKED**

For each ten (10) hour workday that an employee works, the employee will be credited with 1.25 days toward the days required for journeyman status. To count as a

workday, an employee must work a minimum of 7.5 hours per day to be credited with the 1.25 days.

The above modifications to the Collective Bargaining Agreement will be applicable only when employees are working a four (4) day workweek consisting of ten (10) hours a day. It is not the intent of this Agreement to result in any increased costs to the Carrier in converting from a five (5) day workweek to a four (4) day workweek.

The provisions of this Agreement are not to be considered as a precedent nor be referred to in the handling of any other matters.

### **CANCELLATION CLAUSE**

Upon request by either the General Chairperson or Highest Designated Officer of Labor Relations, the parties will meet to address the issues associated with the application of this modification.

Either party may serve thirty (30) days written notice to cancel the Agreement and the work schedule of employees will revert back to terms and conditions as outlined in the Collective Bargaining Agreement.

**This Agreement will become effective on July 1, 2022**

**Signed this 20 day of June, 2022**

FOR: INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

/s/ Jim Wisniski  
Jim Wisniski  
General Chairperson, IBEW

FOR UNION PACIFIC  
RAILROAD COMPANY

/s/ Terrill L. Maxwell  
Terrill L. Maxwell  
General Director, Labor Relations

**AGREEMENT**

**Between The**

**UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ALTERNATIVE WORK  
SCHEDULE AGREEMENT**

=====

In recognition of a desire to provide better work/life balance for employees, the increasing cost of fuel for commuting and address environmental concerns, the following provisions may be implemented at the Pocatello, Idaho Locomotive Facility at the discretion of management. It is understood that these provisions may be implemented for none, a portion of or all of the Pocatello Locomotive workforce.

WHEREFORE, it is agreed that a four (4) day workweek consisting of ten (10) hours a day for employees may be implemented at the Pocatello Locomotive Facility, as provided herein. Accordingly, when a four (4) day workweek is in effect,

IT IS AGREED :

**ARTICLE I**

The following Rules of the applicable Collective Bargaining Agreement as modified as follows:

**Rule 1            Hours of Service and Workweek**

**Section 1.    Hours of Service**

- (a) Ten (10) hours of service shall constitute a day's work.
- (b) The Carrier will establish a workweek of forty (40) hours, consisting of four (4) days of ten (10) hours each, with three (3) consecutive days off; with the presumption in favor of Saturday and Sunday and/or a combination thereof; the workweeks will be staggered in accordance with the Carrier's operational requirements.
- (c) Regular relief assignments with four (4) days of work and three (3) consecutive rest days may be established to do the work necessary on rest days of assignments or to perform relief work on other workdays

as may be assigned under this agreement. All regular relief assignments shall be bulletined.

Assignments for regular relief positions may include different start times, shifts, duties and work locations on different days, for employees of the same class in the same seniority district, provided the employee take the starting time, duties and work locations of the employee or employees whom relieving.

**Rule 2**                      **Shifts and Meals**

The Carrier will establish shift start times and the time of the lunch period. The lunch period will be between the beginning of the fifth and ending of the seventh hour. Employees working under the alternative work schedule will have a thirty (30) minute paid lunch.

**Rule 3**                      **Overtime**

- (a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.
- (b) Employees required to perform work on their rest days or on the holidays listed in the applicable National Agreement (provided when any of the above holidays fall on Sunday and the day observed by the State, Nation, or by Proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

NOTE: This rule does not disturb agreements or practices now in effect or later agreed to under which any other day is substituted or observed in place of any of the above-referred to holidays.

**Rule 4**                      **Overtime and Calls**

Service performed by a regularly assigned hourly or daily rated employee on the third rest day of his assignment shall be paid at double the basic straight time rate provided employee has worked all the hours of the assignment in that workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Work performed by an employee due to moving from one assignment to another will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

## **Rule 5**

## **Notice Provisions**

If the force is to be reduced or position to be abolished, four (4) working days' notice will be given prior to such action to the men affected and lists will be furnished the general and local committees.

## **ARTICLE II**

### **VACATION**

The National Vacation Agreement provisions will be converted so that an employee eligible for vacation will receive hours equal to those when on a five (5) day workweek assignment. As an example, an employee entitled to three (3) weeks' vacation, i.e., one hundred twenty (120) hours --fifteen (15) days at eight (8) hours, would now be entitled to twelve (12) days at ten (10) hours. While on a four (4) day workweek, a day's vacation will be ten (10) hours.

A workday of a four (4) day workweek will be considered as 1.25 days for qualifying day purposes for vacation in the following year.

The present Vacation Agreement allowing for ten (10) days' vacation to be taken on a daily basis will be modified to reflect eight (8) days' vacation for employees working the four (4) day workweek.

### **BEREAVEMENT, HOLIDAYS VS, JURY DUTY, PERSONAL LEAVE DAY**

Employees qualifying for Bereavement, Holidays, Jury Duty, and Personal Leave Day, under the applicable provisions of the Collective Bargaining Agreement and National Agreements will be compensated ten (10) hours at the straight time rate for those days which they are entitled to.

Personal Leave Day or Single Day Vacation -- The provisions of the Personal Leave Day Agreement or Single Day Vacation Agreement are modified to allow an employee to take personal leave or single day vacation in minimum increments of two (2) hours, not to exceed ten (10) hours of compensated service on that day.

### **CREDIT FOR APPRENTICE DAYS WORKED**

For each ten (10) hour workday that an employee works, the employee will be credited with 1.25 days toward the days required for journeyman status. To count as a

workday, an employee must work a minimum of 7.5 hours per day to be credited with the 1.25 days.

The above modifications to the Collective Bargaining Agreement will be applicable only when employees are working a four (4) day workweek consisting of ten (10) hours a day. It is not the intent of this Agreement to result in any increased costs to the Carrier in converting from a five (5) day workweek to a four (4) day workweek .

The provisions of this Agreement are not to be considered as a precedent nor be referred to in the handling of any other matters.

### **CANCELLATION CLAUSE**

If either party suspects this alternate work schedule is not being administered as agreed to or intended, upon request by either the General Chairperson or Highest Designated Officer of Labor Relations, the parties will immediately meet to address the issues associated with the application of this modification.

Either party may serve thirty (30) days written notice to cancel the Agreement and the work schedule of employees will revert back to terms and conditions as outlined in the Collective Bargaining Agreement.

**This Agreement will become effective on June 1, 2022**

**Signed this 6 day of June, 2022**

FOR: INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

/s/ Jim Wisniski  
Jim Wisniski  
General Chairperson, IBEW

FOR UNION PACIFIC  
RAILROAD COMPANY

/s/ Terrill L. Maxwell  
Terrill L. Maxwell  
General Director, Labor Relations

APPROVED:

/s/ Jim Wisniski

## BUILDING AMERICA

May 17, 2021

Via email

Mr. Jim Wisniski  
General Chairman IBEW  
5750 Rufe Snow Dr, Ste 137  
N. Richland Hills, TX 76182

Re: Participation in UP's ESPP

Dear Jim:

Union Pacific ("UP" or the "Company") is pleased to inform you that its shareholders approved the Employee Purchase Stock Purchase Plan ("ESPP" or the "Plan") at the Annual Shareholder Meeting held on May 13, 2021. See attached proposal description. UP will offer the Plan to all eligible employees, which includes employees represented by the Organization, in an effort to better align its stakeholders' interests. UP is working to implement the ESPP as soon as possible and expects employees to begin enrolling in the program beginning on June 1, 2021.

Participation in the ESPP is **voluntary** for eligible employees. As described in the attached description, the Compensation Committee of the UP Board of Directors is responsible for managing the ESPP and shall set all terms of the plan, including but not limited to plan duration, eligibility, holding requirements, the availability and amount of matching funds, and plan administration, in its sole discretion. This includes revocation of the Plan with or without notice to eligible participants.

By countersigning and returning this letter to the Company, the Organization acknowledges that by offering the ESPP to its employees and by managing the terms of the Plan in its sole discretion: 1) UP is not effecting a unilateral change in "rates of pay, rules or working conditions" of its employees represented by the Organization, as that concept is interpreted under the Railway Labor Act and 2) UP is not dealing directly with employees with respect to this particular matter. Accordingly, the Organization agrees that it shall not assert the same or bring claims against the Company alleging the same.

Please return this letter to me as soon as possible. Delays in the receipt of your countersigned acknowledgment may result in delays to your members' participation in the program.

Sincerely,

/s/ B. W. Hanquist

Accepted on behalf of the organization and  
general committee shown above by:

/s/ Jim Wisniski  
Jim Wisniski

5-20-21  
Date

## BUILDING AMERICA

230 - 15

July 15, 2020

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreement dated February 1, 2007 establishing a monthly-rated Electrician-Road position to provide certain serving, inspecting, repairing and maintenance to locomotives.

Due to continuation of these positions, the Carrier intends to establish a monthly rated position(s) at Tucson, Arizona. For such position(s), the following conditions are understood and agreed to between the parties, in addition to the Letter of Agreement dated February 1, 2007 :

1. The position(s) established pursuant to this Agreement shall be filled first by qualified electrician(s) currently assigned to the El Paso, Texas roster. In the event no electrician(s) assigned to the El Paso roster bid on such position(s), the bid will be extended to the balance of the system.
2. The electrician bidding and assigned at Tucson will remain at such location for a period of not less than one year from the date assigned. Qualified electricians shall not be permitted to displace onto this position unless as the result of a force reduction they are no longer able to hold a position as an electrician.

Should the operations at Tucson require the electrician to remain at that location beyond the one year period as set forth herein, the parties will meet to discuss the matter.

3. The electrician bidding and assigned to Tucson will continue to retain and accrue seniority at the home point from which transferred and will fall under the provisions of the current Collective Bargaining Agreement with regard to any

exercise of seniority (bidding, bumping, displacement, etc), with the exception of Section #2 above.

4. The electrician(s) assigned to Tucson will not establish nor accrue seniority at Tucson. It is further understood, if no bids are received on the position(s) identified above, an electrician from the home point will not be force assigned to the monthly rated Electrician-Road position(s) established pursuant to this Agreement.
5. The electrician(s) assigned to the Electrician-Road position(s) at Tucson will be allowed reasonable actual and necessary expenses for meals and lodging for the first fifteen (15) calendar days subsequent to their assignment, commencing on the date the electrician is released from the home point. This will not supersede the February 1, 2007 Agreement allowing for expenses while away from the point of their assignment.

It is understood that this Agreement is to cover a unique situation and shall not serve as setting precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours Truly,

/s/ Terrill L. Maxwell

Terrill L. Maxwell /kal  
Director Labor Relations

Agreed:

/s/ Jim Wisniski  
General Chairman, IBEW

07-16-2020  
Date

## BUILDING AMERICA

230-15

July 15, 2020

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreement dated February 1, 2007 establishing a monthly-rated Electrician-Road position to provide certain serving, inspecting, repairing and maintenance to locomotives.

Due to continuation of these positions, the Carrier intends to establish a monthly rated position(s) at Phoenix, Arizona. For such position(s), the following conditions are understood and agreed to between the parties, in addition to the Letter of Agreement dated February 1, 2007 :

1. The position(s) established pursuant to this Agreement shall be filled first by qualified electrician(s) currently assigned to the El Paso, Texas roster. In the event no electrician(s) assigned to the El Paso roster bid on such position(s), the bid will be extended to the balance of the system.
2. The electrician bidding and assigned at Phoenix will remain at such location for a period of not less than one year from the date assigned. Qualified electricians shall not be permitted to displace onto this position unless as the result of a force reduction they are no longer able to hold a position as an electrician.

Should the operations at Phoenix require the electrician to remain at that location beyond the one year period as set forth herein, the parties will meet to discuss the matter.

3. The electrician bidding and assigned to Phoenix will continue to retain and accrue seniority at the home point from which transferred and will fall under the provisions of the current Collective Bargaining Agreement with regard to any

exercise of seniority (bidding, bumping, displacement, etc), with the exception of Section #2 above.

4. The electrician(s) assigned. to Phoenix will not establish nor accrue seniority at Phoenix. It is further understood, if no bids are received on the position(s) identified above, an electrician from the home point will not be force assigned to the monthly rated Electrician-Road position(s) established pursuant to this Agreement.
5. The electrician(s) assigned to the Electrician-Road position(s) at Phoenix will be allowed reasonable actual and necessary expenses for meals and lodging for the first fifteen (15) calendar days subsequent to their assignment, commencing on the date the electrician is released from the home point. This will not supersede the February 1, 2007 Agreement allowing for expenses while away from the point of their assignment.

It is understood that this Agreement is to cover a unique situation and shall not serve as setting precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours Truly,

/s/ Terrill L. Maxwell

Terrill L. Maxwell /kal  
Director Labor Relations

Agreed:

/s/ Jim Wisniski  
General Chairman, IBEW

07-16-2020  
Date

## BUILDING AMERICA

March 25, 2020

File 230 - 15

Mr. John Mansker  
International Representative IBBB  
Bauxite, AR 72011  
7010 Detonti Road

Mr. Derrick Battle  
General Chairman IAMAW  
13134 Sweetgum Shores Drive  
Houston, TX 77044

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
N. Richland Hills, TX 76182

Mr. Kevin Loftin  
National Representative BRCD  
P.O. Box 654  
N. Little Rock, AR 72115

Mr. James M. Davis  
General Chairman IAMAW  
25 Lucy Lane  
Sherwood, AR 72120

Mr. Joe Fraley  
General Chairman SMART - MD  
1748 River Road  
Selkirk, NY 12158

Subject: Mechanic in Charge (MIC) Agreement

Gentlemen:

This letter is in reference to our discussions regarding how Mechanic(s) In Charge (MIC) would be handled for Chicago area only, in the event furloughs occur at this point in which the MIC holds seniority. To address the parties desire for stability of these positions with qualified candidates,

### IT IS AGREED:

1. In the event of a force reduction at the seniority point in and around the Greater Chicago area, and a person holding a MIC position will be subject to furlough as a result of said reduction, a senior Journeyman will be allowed to place a bid for the MIC position.
2. Any Journeyman who is placed onto a MIC position must remain on said position for a minimum of ninety (90) days.
3. MIC positions will continue to be filled on the basis of qualifications and fitness, management to be the judge. Any Journeyman not selected due to performance, discipline and/or attendance issues will be discussed with the General Committee.
4. If either party suspects this Agreement is not being administered as agreed to or intended, the parties will immediately meet to address the issues associated with the application of this modification.

5. After meeting to discuss intent, In the event the parties are unable to resolve the issue(s), the Carrier reserves the right upon thirty (30) days written notice to revert back to the selection criteria as outlined in the November 1 , 2014 Agreement.

This Agreement is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national or local.

If you are agreeable to the above understandings. please so indicate in the space provided below.

AGREED:

/s/ Kevin Loftin  
Kevin Loftin  
National Representative, BRC

/s/ Jim Wisniski  
Jim Wisniski  
General Chairman, IBEW

/s/ Derrick Battle  
Derrick Battle  
General Chairman, IAMAW

/s/ James Davis  
James Davis  
General Chairman , IAMAW

/s/ Joe Fraley  
Joe Fraley  
General Chairman) SMART-MD

/s/ John Mansker (jmd)  
John Mansker  
International Representative, IBBB

AGREED:

/s/ Terrill L. Maxwell  
Terrill L. Maxwell Director,  
Labor Relations

AGREEMENT  
Between the  
UNION PACIFIC RAILROAD COMPANY  
and the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
SYSTEM COUNCIL #2

\*\*\*\*\*

In order to establish a progression career path for Telecommunications Department employees working under the collective bargaining agreement between the Union Pacific Railroad Company and International Brotherhood of Electrical Workers:

IT IS AGREED:

It is in the best interest to provide measures to allow employees in the telecommunications craft training, experience and skills for advancement to higher level positions within the craft. Additionally, it is important that employees possess the necessary skills and training to undertake the implementation of new technology in the future. Therefore, it is the parties' intent to make the following changes to the Collective Bargaining Agreement dated January 1, 2003, to be effective March 1, 2013:

- I. Changes to Rules 4, 5 and 10

**RULE 4. CLASSIFICATION OF WORK AND QUALIFICATIONS.**

**(A) ELECTRONIC TECHNICIAN**

(1) An Electronic Technician shall possess a thorough knowledge of electronic theory, understand the operation of electronic components, and circuits, and must be able to read and understand electronic schematics. Electronic Technicians must be familiar and competent in the operation of test equipment such as, but not limited to, multimeters, frequency counters, watt meters, service monitors, spectrum analyzers, frequency generators, frequency selective level meters, transmission test sets, digital transmission testers, and other types of telecommunications test equipment. Electronic Technicians shall be required to operate any hand and power tools needed to accomplish the work. Electronic Technicians shall possess advanced computer skills. Electronic Technicians will perform their assigned work without direct individual supervision.

(2) An Electronic Technician must possess a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school. An Electronic Technician shall be classified as an Electronic Technician C until completing all required training and obtaining a Federal Communication Commission General Radiotelephone Operator license, at which time the employee will be promoted to Electronic Technician B. However, any Electronic Technician C who fails to complete the required training and/or fails to obtain a Federal Communication Commission General Radiotelephone Operator License, or equivalent within the two hundred forty-four (244) work days of service will relinquish any and all seniority rights and the employee will be considered as voluntarily resigned from the service of the Carrier.

If a new hire has obtained a Federal Communication Commission General Radiotelephone Operator license and has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, management shall place the new hire as an Electronic Technician B.

An Installation Technician A or Lead Installation Technician who obtains a Federal Communication Commission General Radiotelephone Operator license and has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, may make application for a new or vacant position within any Electronic Technician district roster. If no bids

are received by the current district roster employees or by an Electronic Technician desiring to transfer from another seniority district, then the senior Installation Technician A or Lead Installation Technician applying for such position will be awarded the position and placed on the applicable roster as an Electronic Technician B. Existing rules and understandings relating to transfers will apply to the establishment of seniority in this instance.

A District Installation Technician who obtains a Federal Communication Commission General Radiotelephone Operator license, has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, and has two hundred forty-four (244) working days of service as a District Installation Technician will be reclassified to an Electronic Technician B at his or her current location. A District Installation Technician so reclassified will have his or her rate of pay preserved until promoted to Electronic Technician A. The establishment of seniority as an Electronic Technician under this provision, the seniority date on the appropriate Class 1 roster will be the date the employee was promoted to District Installation Technician.

A District Installation Technician or Installation Technician who advances to an Electronic Technician position is required to maintain the qualifications required under Rule 4, C (3), subject to the actual physical requirements of their assignment and applicable law.

(3) An Electronic Technician shall be classified as an Electronic Technician B for four hundred eighty-eight (488) working days of service. An employee completing four hundred eighty-eight (488) working days of service as an Electronic Technician B shall be promoted to position of Electronic Technician A. It is understood the promotion from Electronic Technician B to Electronic Technician A is based only on time in grade.

(4) (a) Employees holding the position of Senior Electronic Technician as of December 31, 2008 will be grandfathered in that position subject to the conditions of being available for after hour calls, unless other arrangements have been made with proper authority and successfully completing any new technology training labs related to their work as required with a passing grade. The employee will be given two (2) opportunities to do so, except as otherwise agreed to by the General Director of Telecommunications and the General Chairman.

Any grandfathered Senior Electronic Technician who fails to maintain the requirements listed above will revert to their former Electronic Technician position. It is understood that such reversion is not considered discipline and that the Carrier is not subject to any claim on behalf of an Electronic Technician who fails to maintain the requirements listed above. A grandfathered Senior Electronic Technician may upon thirty (30) days written notification to his manager and local chairman, return to his or her former Electronic Technician classification.

(b) As of January 1, 2009, the position of Senior Electronic Technician will be a bid position, filled based on business need as determined at the sole discretion of management. A Senior Electronic Technician will be responsible for an assigned location or territory and will be required to direct the work of Installation Technicians and/or Electronic Technicians on their assigned projects or territory.

Senior Electronic Technicians will make themselves available for after hour calls, unless other arrangements have been made with proper authority, and must successfully complete any new technology training labs related to their work as required with a passing grade. The employee will be given two (2) opportunities to do so, except as otherwise agreed to by the General Director of Telecommunications and the General Chairman. Additionally, qualified applicants must demonstrate the ability to be self-directed and be focused on leading those assigned to work under their direction.

Senior Electronic Technician positions will be filled by seniority and qualifications in the following order:

- i. Electronic Technicians on the District Roster;
- ii. Electronic Technicians on other rosters;
- iii. Qualified Installation Technician or Shop Technician;
- iv. External qualified candidate, subject to meeting the requirements of Rule 4(C)(3).

If management determines that an individual filling a bulletined Senior Electronic Technician position does not demonstrate the aptitude for the position within ninety (90) working days, the Senior Electronic Technician may be disqualified from the position. Prior to the disqualification of the Senior Electronic Technician, the manager will meet with the employee and the Organization's representative to discuss corrective actions that are required by the Senior Electronic Technician. If after a reasonable time, not more than ninety (90) working days, satisfactory progress has not been made, the Senior Electronic Technician may be removed from the position without the right of a formal investigation, and allowed to exercise seniority pursuant to Rule 16.

(5) (No Changes)

(B) SHOP TECHNICIAN. (No Changes)

(C) INSTALLATION TECHNICIAN.

(1) Installation Technicians shall be qualified and assigned to building, installing, repairing and maintaining (other than leased) line wires, service wires, cables, overhead and underground conduits, cable termination, cable protection, grounding, building wiring, together with their supports, cable trays, cable ladders, wiring closets, equipment racks; batteries, rectifiers and radio antennas, coax, heliax, wave guide connectors and mounting brackets; microwave and radio tower work; and all similar work in connection with Telecommunication plants.

(2) Installation Technicians hired on or after the date of this Agreement shall possess a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience and pass an initial hiring exam. If a question arises as to the extent of an individual's experience local management and the local chairman will meet to determine if the individual has the requisite experience. If an impasse is reached the General Director Telecommunications and General Chairman will review the individual's qualifications for final determination.

(3) Installation Technicians hired on or after the date of this Agreement will be required to obtain a COL license and become certified to climb poles and towers within one hundred and twenty (120) working days of being assigned to the position. In addition to the conditions contained in Rule 20 (A), any new employee hired as an Installation Technician who fails to complete these requirements within the one hundred and twenty (120) working days of service will relinquish any and all seniority rights and the employee will be considered as voluntarily resigned from the service of the Carrier. The one hundred and twenty (120) working days may be extended by mutual agreement of the Carrier and Organization, in writing, due to unusual circumstances which caused the new employee to have no opportunity to complete these requirements within the allotted time limits. Necessary training and certification will be conducted during assigned working hours without loss of pay. This section does not eliminate the requirement for Installation Technicians hired previous to the date of this Agreement to have or maintain a COL license or climbing certification if they had previously been required to have such for their assigned position.

(4) An Installation Technician A may bid for District Installation Technician position(s). The senior applicant will be awarded the position and placed on the applicable roster as a District Installation Technician. If there are no Installation Technician As that bid for District Installation Technician position(s), Installation Technician Bs may bid and be considered for such position(s). Installation Technician Bs will be considered in seniority order for assignment to the District Installation Technician position, all other factors being equal. Existing rules and understandings relating to transfers will apply to the establishment of seniority in this instance.

Installation Technician B employees must complete four hundred - eighty-eight (488) work days of service as Installation Technician B and also satisfactorily complete required training and demonstrate the ability and aptitude to become an Installation Technician A.

*NOTE:* Any individual providing sufficient verifiable documentation of three (3) years of practical experience in Installation Technician's work and is capable of executing same to a successful conclusion within a reasonable amount of time will be considered as an Installation Technician A. All documentation must be

submitted to the appropriate Company manager within ninety (90) working days of hire.

(5) Installation Technicians shall be required to operate any hand and power tools needed to accomplish the work. Installation Technicians must be familiar and competent in the operation of test equipment such as, but not limited to, voltmeters, ground meters, time domain reflectometers, optical time domain reflectometers, cable locators, wave guide analyzers, LAN/DATA cabling meters, amp meters, battery testers, SWR meters, optical fiber meters and other types of telecommunications test equipment utilized to accomplish the work, and similar work, without individual supervision.

(D) DISTRICT INSTALLATION TECHNICIAN.

(1) District Installation Technicians shall be qualified and assigned to building, installing, repairing and maintaining (other than leased) line wires, service wires, cables, overhead and underground conduits, cable termination, cable protection, grounding, building wiring together with their supports, cable trays, cable ladders, wiring closets, equipment racks; batteries, rectifiers and radio antennas, coax, helix, wave guide connectors and mounting brackets; microwave and radio tower work; including the installation and removal of telecommunications equipment (other than leased) mutually identified and agreed upon by the General Director Telecommunications and the General Chairman; and all similar work in connection with Telecommunication plants.

(2) District Installation Technicians will be classified as such on the Class 1 Roster.

(3) District Installation Technicians must meet the qualifications for Installation Technicians in Rule 4, Section C.

(E) It is not intended that this Rule 4 has anything contained herein that would infringe upon other crafts' classification of work rule or practices.

**RULE 5. RATES OF PAY.**

A) RATES OF PAY. Effective July 1, 2012, the rates of pay for the classifications set forth in Rule 4 are as follows:

Senior Electronic Technician (bulletined) .....	\$ 32.75
Senior Electronic Technician (grandfathered) .....	\$ 31.61
Electronic Technician A .....	\$ 28.49
Electronic Technician B .....	\$ 26.95
Electronic Technician C .....	\$ 24.03
District Installation Technician .....	\$ 27.35
Senior Shop Technician .....	\$ 27.69
Shop Technician (with A+ certification) .....	\$ 26.55
Shop Technician (no A+ certification) .....	\$ 25.99
Installation Technician A .....	\$ 27.35
Installation Technician B .....	\$ 23.59

NOTE 1: *For employees with preserved rates of pay, please see Appendix W*

NOTE 2: *None of the above rates include any skill differential, however, the above rates reflect cost of living adjustments.*

**RULE 10. SENIORITY CLASSES.**

Seniority classes shall be as follows:

CLASS 1      Senior Electronic Technician  
                  Electronic Technicians (Class A, Band C)  
                  District Installation Technicians

CLASS 2      Shop Technicians

CLASS 3      Installation Technician (Class A and B)

II.      Implementation

Issues of interpretation or disputes arising from this Agreement and attachments will be handled with the General Chairman and General Director of Labor Relations in accordance with the provisions of the Collective Bargaining Agreement.

Please acknowledge your agreement by signing in the space provided below.

Yours truly,  
/s/ Sharon Boone

/s/ Jim Wisniski  
Jim Wisniski

March 1, 2013  
#1

Mr. Jim Wisniski  
General Chairman, IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Dear Sir:

This refers to the language regarding the position of Senior Electronic Technician in Rule 4, Section A (4) (b) of the Agreement dated March 1, 2013.

Rule 4, Section A (4) (b) referenced above provides, in pertinent part, that the position of Senior Electronic Technician will be a bid position, filled based on business needs as determined at the sole discretion of management.

It is understood any bid Senior Electronic Technician who fails to maintain the requirements listed in Section I (A) of the above referenced Agreement will revert to the status of an Electronic Technician. It is understood that such reversion is not considered discipline and that the Carrier is not subject to any claim on behalf of an Electronic Technician who fails to maintain the requirements listed in Section I (A).

Please acknowledge your agreement by signing in the space provided below.

Yours truly,

/s/ Sharon Boone

/s/ Jim Wisniski

Jim Wisniski

P 402 544 4112

280-1  
230-S64-II-1149T

November 29, 2010

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76182

This refers to the discussion held in conference regarding the contracting notice dated August 19, 2010 for installation of poles, antennas and related equipment necessary for installation of the federally mandated positive train control (PTC) system, during which the parties reviewed the information available regarding the Carrier's operational and business needs in this matter, as well as the staffing levels of the telecommunications department employees. This agreement is being made to address the current issues of manpower levels, work assignments required to complete the federally mandated project, contracting of work, and to provide the parties with the opportunity to address those issues without processing of disputes. Therefore, the following outlines the agreement between Union Pacific Railroad and System Council No. 2 of the International Brotherhood of Electrical Workers on subcontracting of telecommunications equipment installation associated with PTC.

1. Commencing on November 1, 2010, until November 1, 2014, telecommunications equipment installation work associated with PTC may be performed by an outside third party, without necessity of further notice to the Organization pursuant to Article II of the National Agreement dated September 25, 1964. The Organization will provide the Carrier with a list of IBEW-represented contractors, who will be given opportunity to submit bids for PTC installation work which may be performed subject to the terms of this agreement. If their bids are substantially equivalent to bids received from contractors who do not employ IBEW-represented employees, the IBEW-represented contractors will be given preference in awarding of contracts.
2. During the time period of this contracting arrangement and for four (4) months thereafter, the number of telecommunications department positions (IT, DIT, ET) will not be reduced below the actual number of active Technicians on the payroll as of November 1, 2010. Also, vacancies caused by recent promotion of Installation Technicians to ARASA supervisor positions will be backfilled. Furthermore, the Carrier commits to hiring employees for two additional installation crews in the next 60 days, and that additional installation crews will be established during 2010 and 2011. The number of Technicians which the Carrier commits to maintain pursuant to this agreement will be increased by the number of additional employees described above who are hired during that time period.
3. It is recognized that if an employee is temporarily off due to illness, etc. that the position would not be required to be filled during the temporary absence. Also, when a position is vacated on a permanent basis, the parties recognize the time taken to fill the vacancy will be consistent with how vacancies are filled on a system basis, i.e., as promptly as possible. Unless otherwise agreed, if such vacancies are not filled within four (4) months (120 days), the Organization may file a claim for appropriate relief, in which case it must demonstrate that the Carrier has not made a good faith effort to fill such positions.
4. While a contractor is performing PTC installation work, no telecommunications department employee will be furloughed and the number of Technician positions will be maintained, as described in paragraph 2 above. This language does not create a cap or limit the number of additional positions the Carrier could have working. It is further recognized that this arrangement is not intended to reduce the amount of telecommunications employees' overtime. If the General Chairman asserts that overtime has been reduced, he may request conference to discuss the matter, and if the matter is not resolved in conference, he may progress a claim directly to the Carrier's highest designated officer.
5. Upon request by the General Chairman, the Carrier will furnish a list of contractors and PTC installation projects contracted during the time frame of this agreement. Upon request by either

party, the parties will meet to discuss issues of concern which may be identified as the agreement is implemented.

6. This Agreement resolves subcontracting notices issued by the Carrier to date pertaining to PTC installation work, as well as any outstanding claims for PTC installation work.
7. The Carrier will have the right to continue this arrangement for an additional twelve (12) months after November 20, 2014 and will notify the Organization at least forty-five (45) days prior to November 20, 2014 of such decision to extend the arrangement.
8. Either party may cancel this agreement by providing ninety (90) days' written notice. In the event such notice is provided, however, the parties will meet promptly to address the reason(s) for the cancellation and attempt to resolve any issues which prompted the cancellation notice. If the matter cannot be resolved during those discussions, the cancellation notice will be given effect.

The provisions of this Agreement have been designed to address a particular situation. Therefore, the provisions hereof are without prejudice to the position of either party and shall not be cited as precedent in the future by either party, or be referred to in any other case or in the context of any national negotiations to which this Carrier or any other Carrier may be a party.

If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided below.

Sincerely,

/s/ Michael D. Phillips

Agreed:

/s/ Jim Wisniski  
General Chairman, IBEW

UNION PACIFIC RAILROAD  
1400 Douglas Street, STOP 0710  
Omaha, NE 68179

Michael D. Phillips General Director

P 402 544 4112

November 29, 2010

280-1  
230-S64-II-1149T

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76182

Dear Sir:

This refers to the agreement this date regarding contracting of telecommunications work associated with installation of PTC. During our discussions, the Carrier noted that it intends to focus the use of its own employees to perform work associated with installation of and upgrades to master sites and that contractor crews will focus on PTC wayside installations, although either group may be assigned to work on any aspect of PTC telecommunications installations as necessary. The Carrier also noted that it intends to utilize its own employees to the extent practicable to install and maintain radios associated with PTC.

The parties also agreed that tower installation work such as has been performed by contractors pursuant to advance notice and agreement in the past may continue to be contracted during the period of this agreement without necessity of further notice.

The Carrier further acknowledges that by utilizing contract forces to assist with PTC installation work and tower installation work, this will not affect telecommunications employees' right to maintain such equipment in the future.

If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided below.

Sincerely,

/s/ Michael D. Phillips

Agreed:

/s/ Jim Wisniski  
General Chairman, IBEW

June 29, 2010

280-4, 280-8

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Re: PTC Senior Electronic Technicians

Dear Sir:

This has reference to our discussions regarding the unique need for PTC Senior Electronic Technicians to perform wayside remote radio and master base radio installations in support of Positive Train Control (PTC) implementation on the Union Pacific Railroad. In order to expedite this project and set expectations to meet the compressed time frame for installing these radios, the Organization and Carrier agree as follows:

1. The Carrier may establish bid PTC Senior Electronic Technician positions that will have an assigned headquarters on either Seniority Districts 2 or 3. Such positions will be categorized as Class 1 positions.
2. The seniority of employees assigned to PTC Senior Electronic Technician positions is unaffected by the terms and conditions set forth herein. This Agreement does not, in and of itself, grant or extend any seniority rights or privileges at any location where an employee does not presently possess seniority pursuant to existing Agreement provisions. Similarly, this Agreement does not limit or extinguish any seniority rights or obligations, except for what may be specifically set forth in this Agreement, held by employees prior to the effective date of this Agreement.
3. PTC Senior Electronic Technician positions are additions to current staff. As such, vacancies created as a result of qualified employees bidding on and assigned to a PTC Senior Electronic Technician position will be backfilled consistent with current system vacancy procedures, i.e. as promptly as possible.
4. Employees assigned to PTC Senior Electronic Technician positions will be expected to travel and perform radio installation work anywhere within Seniority Districts 2 and 3. When performing such work, the PTC Senior Electronic Technician will be considered "on-line" for that purpose and governed by the "on-line" provisions of Rules 31 and 32 of the Collective Bargaining Agreement when required to travel away from their bulletined headquarters.
5. The PTC wayside remote and master base radio installation project is considered a special project pursuant to Rule 8 Section 0. Therefore, employees assigned to PTC Senior Electronic Technician positions will be considered on leave of absence from their bulletined headquartered position while performing work under this Agreement.
6. Employees filling a PTC Senior Electronic Technician position will receive Two Dollars (\$2.00) per hour for each hour worked during the period assigned to the PTC radio installation project. The Two Dollar (\$2.00) allowance is not subject to future general wage increases or cost of living allowances.
7. Rule 8 (0) penalties will not apply to these positions while performing PTC radio installations pursuant to this Agreement. Upon the completion of a PTC radio installation assignment, as determined by the Carrier, the PTC Senior Electronic Technician will be released from the provisions of this Agreement and revert back to a Senior Electronic Technician headquartered at the location originally bid per Paragraph 1, above.
8. PTC Senior Electronic Technicians who work off their assigned seniority district during the PTC radio installation project will receive Three Dollars (\$3.00) per hour for work performed while

off their district, in addition to the differential identified in paragraph 6, above, as well as any meals and lodging expenses covered by the terms of the Collective Bargaining Agreement.

9. PTC Senior Electronic Technician positions may be required to work a consecutive compressed work half or work week as provided in Rule 2 (K) of the Collective Bargaining Agreement. Such arrangement is limited to this PTC radio installation project work only.
10. This Agreement is entered into to address a unique circumstance. This Agreement will not prejudice the position of either party, will not be referenced in connection with any other case, agreement negotiation (local or national) and may be cancelled upon thirty (30) days written notice by either party to the other.

If you are in agreement with the terms above, please indicate your concurrence by signing and returning an original copy.

Yours truly,

/s/ Sharon Boone

AGREED:

/s/ Jim Wisniski  
General Chairman IBEW

February 5, 2013

280-4, 280-8

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Re: PTC Senior Electronic Technicians

Dear Sir:

This has reference to our discussions regarding the unique need for PTC Senior Electronic Technicians to perform wayside remote radio and master base radio installations in support of Positive Train Control (PTC) implementation on the Union Pacific Railroad. In order to expedite this project and set expectations to meet the compressed time frame for installing these radios, the Organization and Carrier agree as follows:

1. The Carrier may establish bid PTC Senior Electronic Technician positions that will have an assigned headquarters on either Seniority Districts 1, 4 or 5. Such positions will be categorized as Class 1 positions.
2. The seniority of employees promoted to PTC Senior Electronic Technician positions is unaffected by the terms and conditions set forth herein. This Agreement does not in and of itself, grant or extend any seniority rights or privileges at any location where an employee does not presently possess seniority pursuant to existing Agreement provisions. Similarly, this Agreement does not limit or extinguish any seniority rights or obligations, except for what may be specifically set forth in this Agreement, held by employees prior to the effective date of this Agreement.
3. PTC Senior Electronic Technician positions are additions to current staff. As such, vacancies created as a result of qualified employees bidding on and assigned to a PTC Senior Electronic Technician position will be backfilled consistent with current system vacancy procedures, i.e. as promptly as possible.
4. Employees assigned to PTC Senior Electronic Technician positions will be expected to travel and perform radio installation work anywhere within Seniority Districts 1, 4 and 5. When performing such work, the PTC Senior Electronic Technician will be considered "on-line" for that purpose and governed by the "on-line" provisions of Rules 31 and 32 of the Collective Bargaining Agreement when required to travel away from their bulletined headquarters.
5. The PTC wayside remote and master base radio installation project is considered a special project pursuant to Rule 8, Section O. Therefore, employees assigned to PTC Senior Electronic Technician positions will be considered on leave of absence from their bulletined headquartered position while performing work under this Agreement.
6. Employees filling a PTC Senior Electronic Technician position will receive Two Dollars (\$2.00) per hour for each hour worked during the period assigned to the PTC radio installation project. The Two Dollar (\$2.00) allowance is not subject to future general wage increases or cost of living allowances.
7. Rule 8 (0) penalties will not apply to these positions while performing PTC radio installations pursuant to this Agreement. Upon implementation of PTC on a Seniority District, the PTC Senior Electronic Technician(s) headquartered at that location, regardless if they are working on an adjacent Seniority District, will be released from the provisions of this Agreement and revert back to a Senior Electronic Technician at the location originally bid per Paragraph 1, above.

NOTE: Upon implementation of PTC as set forth herein, the Carrier may request, on a voluntary basis only, to hold employees assigned to PTC Senior Electronic Technician positions under the provisions of this Agreement not to exceed thirty (30) days following said implementation.

8. PTC Senior Electronic Technicians who work off their assigned seniority district during the PTC radio installation project will receive Three Dollars (\$3.00) per hour for work performed while off their district, in addition to the differential identified in paragraph 6, above, as well as any meals and lodging expenses covered by the terms of the Collective Bargaining Agreement. The Three Dollar (\$3.00) allowance is not subject to future general wage increases or cost of living allowances.
9. PTC Senior Electronic Technician positions may be required to work a consecutive compressed work half or work week as provided in Rule 2 (K) of the Collective Bargaining Agreement. Such arrangement is limited to this PTC radio installation project work only.
10. This Agreement is entered into to address a unique circumstance. This Agreement will not prejudice the position of either party, will not be referenced in connection with any other case, agreement negotiation (local or national) and/or dispute resolution and may be cancelled upon thirty (30) days written notice by either party to the other.

If you are in agreement with the terms above, please indicate your concurrence by signing and returning an original copy.

Yours truly,

/s/ Sharon Boone

AGREED:

/s/ Jim Wisniski  
General Chairman, IBEW

**UNION PACIFIC RAILROAD**  
1400 Douglas Street, STOP 0710  
Omaha, NE 68179

**Sharon Boone** General Director Non-Ops

February 5, 2013

280-5

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Re: Cost of Living Allowance

Dear Sir:

This has reference to Letter Agreements dated February 1, 2007 and December 3, 2008, providing for a monthly living allowance to telecommunications Electronic Technicians headquartered in Los Angeles, Oakland, Sacramento, and Stockton, California. This allowance is Five Hundred Dollars (\$500.00) per month and is not subject to future COLAs or general wage increases.

As a result of our further discussions, it is agreed that Telecommunications Electronic Technicians headquartered in Bakersfield, Fresno and San Luis Obispo, California, will also be granted this allowance.

This arrangement will not establish a precedent nor be referred to in any other negotiations and it may be terminated upon thirty (30) days written notice by either party.

Yours truly,

/s/ Sharon Boone

AGREED:

/s/ Jim Wisniski

General Chairman, IBEW

September 5, 2014

280-4

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Re: Retention of Qualifications

Dear Sir:

This has reference to our recent discussions regarding employees who advance to an Electronic Technician (ET) position and subsequently bids back to a District Installation Technician (DIT) position; and, the qualification requirements for Installation Technicians (IT) who advance to a DIT position in accordance with the Agreement effective March 1, 2013.

This will confirm our understanding that the following will apply:

1. An Electronic Technician who bids to a District Installation Technician position and then bids back to an Electronic Technician position prior to completing the qualifications required in Rule 4(C) 3 will not be required to maintain the CDL license or climbing certification required of a District Installation Technician.
2. An Installation Technician will be expected to retain the qualifications that were required when they were Installation Technicians when they advance to District Installation Technician positions, subject to the actual physical requirements of their assignment and applicable law.

If you are in agreement with the understanding set forth above, please sign below and return one original to this office.

Yours truly,

/s/ Sharon Boone

AGREED:

/s/ Jim Wisniski  
General Chairman, IBEW

March 23, 2015

280-4  
280-5  
280-14

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76182

Dear Sir:

This refers to discussion regarding the need to create an Installation Technician Helper position for the purpose of assisting Installation Technicians to perform certain tasks on a temporary basis.

IT IS AGREED that in an effort to facilitate operations in certain circumstances where an employee loses their driving privileges for a period of time not to exceed twenty-four (24) months, the parties agree to establish a new position - Installation Technician Helper - at any location on the entire Union Pacific system as set forth herein.

1. Installation Technician Helper positions may only be established based solely on operational need and with the concurrence of the General Chairman and designated Carrier Officer.
2. An Installation Technician Helper position will be bulletined in accordance with the applicable provisions of the IBEW Agreement.
3. The rate of pay for an Installation Technician Helper position will be \$2.00/hour less than the rate of pay for an Installation Technician B currently (\$25.98) and will not be subject to future general wage increases (GWI).
4. Installation Technician Helper positions established pursuant to this Agreement will not be required to possess an operator's license (i.e. CDL, CMV, etc.) in order to be assigned to such position.
5. This Agreement will not require the Carrier to establish or maintain Installation Technician Helper positions as outlined herein.
6. This Agreement is intended to apply only to those employees assigned to the UP system seniority district referenced herein. Accordingly, the provisions set forth herein shall not be extended or applied to any other employees covered by the controlling IBEW Collective Bargaining Agreement.
7. To the extent this Agreement conflict with provision of any of the existing Schedule Agreement provisions, or any other Agreement entered into prior to this Agreement the General Chairman and designated Carrier Officer will meet immediately to address the conflict.
8. In the event of a force reduction, Installation Technician Helper positions will be reduced prior to any other Installation Technician positions.

9. This Agreement may be cancelled by either party upon servicing a thirty (30) day written notice.
10. The terms and conditions of this understanding will be placed into effect on March 23, 2015.

If the foregoing is in accordance with our discussion and meets with your approval please so indicate by signing in the space provided below.

Sincerely,

/s/ Toby Rees

Agreed:

/s/ Jim Wisniski  
General Chairman, IBEW

March 23, 2015

280-4  
280-5  
280-14

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76182

Dear Sir:

This refers to discussion regarding the need to create an Electronic Technician Helper position for the purpose of assisting Electronic Technicians to perform certain tasks on a temporary basis.

IT IS AGREED that in an effort to facilitate operations in certain circumstances where an employee loses their driving privileges for a period of time not to exceed twenty-four (24) months, the parties agree to establish a new position - Electronic Technician Helper - at any of the five (5) regional seniority districts as set forth herein.

1. Electronic Technician Helper positions may only be established based solely on operational need and with the concurrence of the General Chairman and designated Carrier Officer.
2. An Electronic Technician Helper position will be bulletined in accordance with the applicable provisions of the IBEW Agreement.
3. The rate of pay for an Electronic Technician Helper position will be \$2.00/hour less than the rate of pay for an Installation Technician B (currently \$25.98) and will not be subject to future general wage increases (GWI).
4. Electronic Technician Helper positions established pursuant to this Agreement will not be required to possess an operator's license (i.e. CDL, CMV, etc.) in order to be assigned to such position.
5. This Agreement will not require the Carrier to establish or maintain Electronic Technician Helper positions as outlined herein.
6. This Agreement is intended to apply only to those employees assigned to the UP system seniority district referenced herein. Accordingly, the provisions set forth herein shall not be extended or applied to any other employees covered by the controlling IBEW Collective Bargaining Agreement.
7. To the extent this Agreement conflict with provision of any of the existing Schedule Agreement provisions, or any other Agreement entered into prior to this Agreement the General Chairman and designated Carrier Officer will meet immediately to address the conflict.
8. In the event of a force reduction, Electronic Technician Helper positions will be reduced prior to any other Electronic Technician positions.

9. This Agreement may be cancelled by either party upon servicing a thirty (30) day written notice.
10. The terms and conditions of this understanding will be placed into effect on March 23, 2015.

If the foregoing is in accordance with our discussion and meets with your approval please so indicate by signing in the space provided below.

Sincerely,

/s/ Toby Rees

Agreed:

/s/ Jim Wisniski  
General Chairman, IBEW

## **EMPLOYEE AND DEPENDENTS HEALTH AND WELFARE PLAN**

Employee and dependents covered by this Agreement are included under the coverage of National Health & Welfare Agreements and a summary of the plan is outlined in booklet form.

## **SUPPLEMENTAL SICKNESS BENEFIT PLAN**

Employees covered by this Agreement are covered by a National Supplemental Sickness Benefit Plan and a summary of the plan is outlined in booklet form.

**EMPLOYEE AND DEPENDENT COVERAGE UNDER THE NATIONAL  
DENTAL PLAN**

Employees covered by this Agreement are included in a National Dental Plan and benefits are set forth in booklet form.

**EMPLOYEE AND DEPENDENT COVERAGE UNDER THE NATIONAL  
VISION PLAN**

Employees covered by this Agreement are included in a National Vision Plan and benefits are set forth in booklet form.