



**INTERNATIONAL  
BROTHERHOOD  
OF ELECTRICAL  
WORKERS®**

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**EDWIN D. HILL**  
International President

**SAM J. CHILIA**  
International  
Secretary-Treasurer

December 12, 2014

Mr. A. Kenneth Gradia  
Chairman  
National Railway Labor Conference  
1901 L Street, N.W.  
Washington, DC 20036

**Re: IBEW 2014 National Rail Freight Railroad Section 6 Notice**

Dear Mr. Gradia:

Please consider this letter as a thirty-day notice, pursuant to Section 6 of the Railway Labor Act, as amended, of our desire to revise and supplement all existing agreements governing rates of pay, rules, working conditions, and health and welfare benefits in accordance with the proposals set forth in Attachments A, B, C, and D enclosed hereto, with such provisions to be effective as of January 1, 2015. This notice is served on behalf of all the members of the International Brotherhood of Electrical Workers (IBEW) - AFL-CIO, who are employees of the railroads represented by the National Carriers' Conference Committee (NCCC) as outlined in Attachment A of your letter dated November 3, 2014, to IBEW Railroad Department Director William T. Bohné.

For clarification purposes, Attachment A addresses wages and rules, Attachment B addresses health and welfare issues, Attachment C addresses issues common to the shop craft organizations which are a part of our bargaining coalition, and the Attachment D addresses issues specific to individual railroads as identified by IBEW Railroad System Councils and railroads. Attachment D is being served for the following carriers: Burlington Northern – Santa Fe, CSX Railroad, Kansas City Southern, and Union Pacific (Carriers).

In accordance with your telephone conversation with IBEW Railroad Department Director Bill Bohné on November 24, 2014, it was agreed to waive the time limits for the initial conference. As confirmed, the first conference between the parties is scheduled for January 13, 2015, in the offices of the National Railway Labor Conference (NRLC) in Washington, D.C. Furthermore with regards to Attachment D – Local Issues, you have agreed to forward such attachments to the appropriate railroads.

Please be advised that with regard to Attachments A, B, and C, the IBEW will be negotiating with the NCCC as part of a coalition of Rail Labor Unions consisting of the International Association of Machinists and Aerospace Workers (IAM), the Transportation Communication Workers Union (TCU), the TCU Brotherhood of Railroad Carmen (TCU-BRC), and the Transportation Workers





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Union (TWU). Be further advised that the IBEW reserves the right to withdraw from the negotiating coalition at any time and, if done, will continue to negotiate with the NRLC/NCCC separately.

As for the Attachment D, I have designated the individual General Chairmen to bargain with the individual carriers for which they are responsible. As a courtesy, I also have directed the General Chairmen, on behalf of their System Councils, to forward copies of their Attachment D to their respective railroads.

This request is separate from and in addition to any other request we have submitted to any Carrier which is now pending. This notice shall in no way be construed as a concession by the IBEW that the Carriers have the right under existing agreements or practices to act unilaterally without first reaching agreement with the IBEW in any area or on any matter which this notice addresses, or that employees do not possess any or all of their existing rights, privileges and benefits that are addressed by the topics raised in the notice. Additionally, we reserve the right to serve additional notices to be handled concurrently with this notice.

If you have any questions or concerns pertaining to the above, please contact IBEW Railroad Department Director William T. Bohné at 202-728-6016.

Sincerely yours,

Edwin D. Hill  
International President

EDH:rm  
Enclosures  
Copy to All International Vice Presidents  
All Railroad General Chairmen  
Bill Bohné, Director, Railroad Department

## Attachment "A"

### Wages

- July 1, 2015: 2% GWI
- January 1, 2016 and each January 1 thereafter, through 2019: 5% GWI

### Holidays

Add Martin Luther King, Jr. Birthday

### Vacations

Amend Vacation Schedule as follows:

<u>Years of Service</u>	<u>Vacation</u>
1 through 4	2 Weeks
5 through 7	3 Weeks
8 through 14	4 Weeks
15 through 19	5 Weeks
20 or more	6 Weeks

### Bereavement Leave

- Add the following relatives: Grandchildren, Grandparents, Stepchildren, Stepparents, Spouse's Stepparents
- Allow four work days paid bereavement leave to be taken at any time up to seven days following funeral

### Personal Leave

Add one personal leave day.

### Safety Equipment

Full reimbursement for all required safety equipment, including work boots

### Savings Clause

Proposals shall not apply on any property where they are already in effect, or where more beneficial provisions are already in effect

**Me-Too Clause**

Union shall have right to select superior compensation, benefits or rules negotiated by any other union during this round

**Duration**

Five years

**Attachment “B”**

**HEALTH & WELFARE**

**Employee Contributions**

Freeze employee contributions at \$198.

**Deductibles and Out-of-Pocket Maximums**

Apply all employee copays (including those for prescription drugs) towards annual deductibles and out-of-pocket maximums.

**Dental**

Improve coverage.

**Hospital Associations**

Annually increase payments to Hospital Associations by the same percentage that overall Plan costs rise.

Allow for coordination of benefits for employees and eligible dependents between the Hospital Association and the National Plan to provide for annual family deductibles and out-of-pocket amounts not to exceed those amounts agreed to under the National Agreement.

**Hearing Aids**

Increase benefits for hearing aids.

## **ATTACHMENT “C”**

### **COMMON SHOP-CRAFT RULES**

#### **Sick Leave:**

- (a) Effective January 1, 2015, each employee who qualifies for 2 weeks of vacation will receive a sick leave benefit consisting of two (2) sick days each calendar year to supplement sickness benefits available under the RUIA and R-5000 supplemental. i.e. in addition to other benefits provided.
- (b) Effective January 1, 2015, each employee who qualifies for 3 weeks of vacation will receive a sick leave benefit consisting of four (4) sick days each calendar year to supplement sickness benefits available under the RUIA and R-5000 supplemental. i.e. in addition to other benefits provided.
- (c) Effective January 1, 2015, each employee who qualifies for 4 weeks of vacation will receive a sick leave benefit consisting of six (6) sick days each calendar year to supplement sickness benefits available under the RUIA and R-5000 supplemental. i.e. in addition to other benefits provided.
- (d) In addition to sickness, employees may use their sick days for maternity and paternity leave.

#### **Day/Shift Trades**

- (a) Regularly assigned employees will be able to exchange days off or shifts with other regularly assigned employees of the same craft upon written approval of both employees and the Carrier. Employees exchanging days off or shifts are fully responsible for filling the assignments of the employees they are exchanging days off or shifts with.
- (b) The Carrier shall be exempt from paying overtime in instances where such exchanges result in employees working their “rest day(s)” for which overtime would normally be paid or when working more than 8 hours in any 24 hour work day.

**ATTACHMENT “D”**

**IBEW SYSTEM COUNCIL 16 & BURLINGTON NORTHERN – SANTA FE**

- A. Establish rule to provide adequate lodging arrangements for traveling crews.
- B. Amend vacation rule to provide two (2) weeks, one (1) day at a time, which may be used in increments of no less than four (4) hours.
- C. Establish a rule to address issues with safety boots. Carrier to pay no less than 90% of the cost of the boots. Two (2) pair per year. In areas necessary, a pair of winter boots.
- D. Establish a rule to provide for employees who are forced to work overtime to be paid at triple the straight time rate.

**ATTACHMENT “D”**

**IBEW SYSTEM COUNCIL 9 & CSX RAILROAD**

- A. Combine all “IBEW Communications Agreements” now in effect on the property into one agreement.
- B. Provide for rates of pay for “IBEW Communication Workers” that are equal to the rates of pay of Carrier employees represented by other organizations doing the same or similar work.



**ATTACHMENT “D”**

**IBEW SYSTEM COUNCIL 2 & KANSAS CITY SOUTHERN**

- A 401 (k) Plan - Establish a 401 (k) Plan where presently not in effect, with company matching up to 10%.
  
- B Intermodal Service - All electrical and communications work performed at intermodal facilities or on equipment used at intermodal facilities and/or for intermodal work, and/or other Carrier owned or leased subsidiaries, shall be work included to the scope and classification of work of this agreement, and assigned exclusively to the employees covered there under, regardless of whether such work has heretofore been exclusively performed by employees subject to this agreement and regardless of whether or not such work is being performed by employees subject to this agreement and regardless of whether or not such work is being performed by the carrier, a subsidiary, or a private contractor and whether such work is performed at an intermodal facility, leased or owned or on rail lines, leased or owned, by the carrier.

## ATTACHMENT "D"

### IBEW SYSTEM COUNCIL 2 & UNION PACIFIC RAILROAD

**A** Amend the provisions of the Collective Bargaining Agreements between the Carrier and the International Brotherhood of Electrical Workers 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 M of W); and January 1, 2003 (UPRR Telecom) to incorporate the following:

1) **401 (k) Plan** - Establish a 401 (k) Plan where presently not in effect, with company matching up to 10%.

2) **Employee Stock Option Plan**

- a) Establish an Employee Stock Option Plan with a \$.15 company match for every \$1.00 contributed through payroll deduction up to the first \$1800.00 contributed per plan year.
- b) No fees to purchase shares of Union Pacific stock through the Plan, subject to fees only when shares are sold.

3) **Intermodal Service**

All electrical and communications work performed at intermodal facilities or on equipment, and/or other Carrier owned or leased subsidiaries, shall be work included to the scope and classification of work of this agreement, and assigned exclusively to the employees covered there under, regardless of whether such work has heretofore been exclusively performed by employees subject to this agreement and regardless of whether or not such work is being performed by employees subject to this agreement and regardless of whether or not such work is being performed by the carrier, a subsidiary, or a private contractor and whether such work is performed at an intermodal facility, leased or owned or on rail lines, leased or owned, by the carrier.

**B** Amend Rule 31 (B) (1) & (2) of the Collective Bargaining Agreement between the Union Pacific Railroad Company and the International Brotherhood of Electrical Workers (Telecommunications Employees) dated January 1, 2003, to incorporate the following.

1) Per Diem Allowance – District 6 On-Line Positions

- a) IRS per diem rate in lieu of expense reimbursement provided for in Rule 7 (B) or 8 (H). or;
- b) IRS per diem rate in lieu of expense reimbursement provided for in Rule 7 (B) or 8 (H), other than lodging which is to be handled on expense form in the normal fashion.