

December 21, 2012

230-122 MW
230-Sub-1

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

Dear Sir:

This refers to the Agreement dated May 5, 2010, regarding district electrical work which addressed the issues of manpower placement, work locations and contracting of work and provided the parties with the opportunity to address those issues without the processing of disputes. As the May 5, 2010 Agreement expires on December 31, 2012, it is agreed between the Carrier and the Organization as follows:

1. Commencing on January 1, 2013, until January 1, 2015, district electrical work may be performed by an outside third party, without necessity for 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 consideration for district electrical work which may be performed subject to the terms of this Agreement.
2. During the time period of this contracting arrangement and for three (3) months (90 calendar days) thereafter, the number of District Electrician positions identified in Attachment A hereto will not be reduced below the actual number of active District Electricians on the payroll as of January 1, 2013. 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 calendar 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. Apprentice positions will count towards meeting this employee number.
3. The headquarters of positions identified in Attachment A will not be changed during the period of this Agreement. In the event of a vacancy, however, the Carrier may fill the position at any location in the affected seniority district. If the Carrier requests that a vacant position should be posted on a seniority territory other than the territory on which the vacancy originated, the parties will meet in conference to discuss the reason for such relocation.



4. While a contractor is performing district electrical maintenance work, no District Electrician will be furloughed and the number of District Electrician 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 as District Electricians. It is further recognized that this arrangement is not intended to reduce the amount of Electricians' 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 grievance directly to the Carrier's highest designated officer.
5. Upon request by the General Chairman, the Carrier will furnish a list of electrical 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 District Electrician work, as well as outstanding claims for District Electrician work.
7. The Carrier will have the right to continue this arrangement for an additional six (6) months (261 calendar days) after January 1, 2015 and will notify the Organization at least forty-five (45) calendar days prior to January 1, 2015 of such decision to extend the arrangement. However, upon receipt of the notice from the Carrier to extend the arrangement, the Organization may elect to not allow the six (6) month extension by giving written notice to the Carrier officer who served notice of extension within thirty (30) calendar days of the date of the Carrier's notice.

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,



Agreed:



General Chairman, IBEW



Side Letter #1

December 21, 2012

230-122 M/W
230-Sub-1

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 facility electrical work. During our discussions, we agreed that in accordance with the provisions of paragraph 2, the General Chairman and the Carrier will meet to identify the number of District Electrician positions to be provided in Attachment A by no later than February 1, 2013.

If the foregoing is in accordance with our discussion and meets with your approval, please sign in the space provided below.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon Boone".

Agreed:

A handwritten signature in cursive script, appearing to read "Jim Wisniski".
General Chairman, IBEW



Side Letter #2

December 21, 2012

230-122 MW
230-Sub-1

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 facility electrical work and the unique circumstance presented by district electricians assigned to positions in mechanical facilities. During our discussions, we agreed that, in the event a district electrician assigned to a mechanical facility exercised seniority to another district electrician position outside the mechanical facility resulting in a net reduction in force of district electricians, the parties will promptly meet to attempt to resolve the matter. The parties will make a good faith effort to reach such resolution, but it is recognized that in the event any such matter is not resolved in conference, either party may cancel the December 21, 2012 Agreement with respect to the affected seniority district upon thirty (30) calendar days' written notice.

If the foregoing is in accordance with our discussion and meets with your approval, please sign in the space provided below.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Boone".

Agreed:

A handwritten signature in cursive script that reads "Jim Wisniski".
General Chairman, IBEW

ATTACHMENT A

The number and location of current District Electricians* subject to the Agreement dated December 21, 2012 is as follows:

Oakland, CA	1	El Paso, TX	4**
Tucson, AZ	5**	West Colton, CA	3
Los Angeles, CA	3**	Stockton, CA	1**
Roseville, CA	4	Eugene, OR	1
Sparks, NV	2	Ogden, UT	2
Hinkle, OR	1	Dunsmuir, CA	1
Denver, CO	3	Grand Junction, CO	1
Cheyenne, WY	1	North Platte, NE	5
Kansas City, MO	3	Herrington, KS	1
Chicago, IL	5	West Chicago, IL	3
Dupo, IL	2	Melrose Park, IL	5
Crystal Lake, IL	1	Highland Park, IL	1
Milwaukee, WI	1	Adams, WI	1
Coffeyville, KS	1	North Hudson, WI	1
N. Little Rock, AR	2	Pine Bluff, AR	2
Livonia, LA	2	Alexandria, LA	1
Dallas, TX	1	Ennis, TX	1
San Antonio, TX	3	Houston, TX	4
Council Bluffs, IA	2	Alpine, TX	1
Marshalltown, IA	1	Des Moines, IA	1
Elburn, IL	3	Clinton, IA	1
Berkley, IL	2	Tulare, CA	2

*The December 21, 2012 Agreement does not apply to work currently performed within mechanical facilities by electricians on the SP-WL engineering electrician's roster who are employed by the Mechanical Department.

**Includes one (1) working foreman