

International Brotherhood of Electrical Workers

System Council No. 2



6425 Westgate Drive North Richland Hills, Texas 76182 Phone/Fax 817-605-9655

Jim Wisniski
General Chairman
I.B.E.W. S.C. No. 2

January 18, 2025

Sent via US MAIL & Email: TLMAXWEL@UP.COM

Terrill Maxwell
General Director – Labor Relations
Union Pacific Railroad Company
1400 Douglas Street, 7th Floor
Omaha, NE 68179

RE: Union Pacific Railroad Company (UPRR) Section Six Notice

Dear Ms. Maxwell,

Please consider this as a thirty (30) day notice pursuant to Section 6 of the Railway Labor Act, as amended, to amend, revise, and supplement all existing Agreements in effect between the International Brotherhood of Electrical Workers (IBEW) and the Union Pacific Railroad Company (UPRR) in accordance with the proposals set forth in this Notice.

The Organization reserves the right to serve additional notices to be handled concurrently with this notice and any notice filed by the carrier as deemed necessary and appropriate.

We desire that conference(s) on this notice be held at the earliest practical date in accordance with the provisions of the Railway Labor Act, as amended. Accordingly, this will confirm our upcoming meeting at the UPRR headquarters in Omaha, Nebraska scheduled for March 18, 2025.

This notice shall in no way be construed as recognition on the part of this Organization that the carrier has the right under existing Agreements or practices to act unilaterally without first reaching an agreement with this Organization in any area or on any matter, this notice addresses.

“Our Business – Representation & Service”



This Notice is on behalf of the carrier's employees represented by the IBEW Electrical Workers affiliated with the AFL-CIO in all departments of the carrier.

As a reminder, the Organization reserves the right to change, modify, add to, and delete from this Section 6 any time prior to and during negotiations and until such time that an agreement has been ratified by the membership.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Wisinski". The signature is fluid and cursive, with a large initial "J" and "W".

Jim Wisinski
General Chairman
System Council 2 - IBEW

Attachment: IBEW 2025 Section Six Notice

Cc: Al Russo – IBEW RR Dept. Director
Rick Reynoso – VGC IBEW SC2
David Starkjohann – AGC IBEW SC2

IBEW SYSTEM COUNCIL NO. 2 SECTION SIX

Wages

- July 1, 2025: 4.5% General Wage Increase
- July 1, 2026: 4.0% General Wage Increase
- July 1, 2027: 3.75% General Wage Increase
- July 1, 2028: 3.75% General Wage Increase
- July 1, 2029: 4.0% General Wage Increase

Retroactive Pay:

Any retroactive portion of wage increases will be paid no later than 60 days after the date of the executed Agreement.

Carriers will provide all employees with a personalized retroactive wage breakdown detailing how the employee's retroactive wages were calculated.

Cost of Living Yearly Increases

On January 1, 2025, and each year January 1 thereafter, a Cost of Living increase equal to the Consumer Price Index for Urban Wage Earners and/or in proportion to any raise(s) in the minimum wage, whichever is greater.

Service Recognition Bonus

On January 1, 2025, and each January 1 thereafter, a Service Recognition Bonus of \$1,500 shall be provided.

Certification Pay

Effective January 1, 2025, a "certification differential" equal to \$3.00 per hour above the current rate of pay shall be paid to all employees that required to hold one or more of the certifications below:

- FRA-Mandated Signal Employee Certification
- Qualified Mechanical Inspector (QMI)
- Certification(s) required to perform ATC and/or PTC system maintenance, troubleshooting, and/or installation
- Roadway Worker Protection (RWP) training
- Welding Certification
- Electrician/Journeyman Electrician License (where required by state or local law)

- Commercial Driver's License (CDL)

The certification differential shall be automatically increased at the same time and by the same percentage as any General Wage Increase. The certification differential is in addition to any other existing differentials payable for work performed.

Any employee not holding any of the above certifications but who is required to perform work requiring one or more of the above certifications shall be paid the "certification differential" for all time spent performing such work.

Shift Differential

- a. Provide for 10% of base hourly rate paid on all hours worked on 2nd shift or trick.
- b. Provide for 15% of base hourly rate paid on all hours worked on 3rd shift or trick.
- c. Provide for 10% of base hourly rate paid on all hours worked on weekends.

Holidays

Add:

- Juneteenth
- Martin Luther King, Jr. Birthday
- Veteran's Day

Vacations Accrual

1. Vacation for New Hires (Year 0)

Effective January 1, 2025, new hire employees working full-time shall have paid vacation days, to be taken as single day vacation subject to all applicable rules, based on their month of hire (in Year 0) as follows:

- January/February 5 days
- March/April 4 days
- May/June 3 days
- July/August 2 days
- September/October 1 day

2. Vacation Year 1 Non-Qualifying Employees

Effective January 1, 2025, employees working full-time in their second calendar year of employment (Year 1) who did not qualify for vacation in the prior year (Year 0) under the National

Vacation Agreement will have five (5) paid vacation days, to be taken as single day vacation subject to all applicable rules.

3. Vacation Accrual acceleration

Effective January 1, 2025, the collective agreement provisions with respect to granting of vacation will be amended to reflect the following accrual schedules:

- Two (2) or more years 10 days
- Six (6) or more years 15 days
- Fifteen (15) or more years 20 days
- Twenty-three (23) or more years 25 days
- Twenty-five (25) or more years 30 days
- Amend Vacation Schedule as follows:
 - Amend Agreement-Provide employees the option to carry-over 40 hours of vacation time to the following calendar year.
 - Amend Vacation Rule-Provide employees the option to sell back any unused vacation days to the Carrier at the end of the year at 100% of their value.

Bereavement Leave

Amend the rule to add the following relatives: Grandchildren, Grandparents, Stepchildren, Stepparents, Spouse's Stepparents.

Amend the rule to allow for four paid bereavement days to be taken at any time upon the notice of the death of an immediate family member or relative.

Personal Leave

Amend the Rule to provide two days for employees with 1-4 years of employment, three days for 5-9 years employment, four days for 10-14 years of employment, five days for 15-19 years of employment, six days for 20-24 years employment and seven days for 25 or more years of employment.

Provide employees the option to carry over any unused personal days. Provide employees personal leave time to be used as "Compensated Service."

Provide employees the option to take a Personal Leave Day within 24 hours' notice. Eliminate limits on the daily number of employees allowed to use Personal Leave Days.

Sick Leave:

- a) Effective January 1, 2025, I BEW-represented employees will have the option to carry-over

up to four (4) days of unused paid sick leave in any calendar year to a maximum bank of twenty (20) days. Banked sick leave days may only be utilized after all current year paid sick leave days are exhausted in any calendar year, and only for documented critical or long-term injury or illness. The Carrier may require the employee to provide a note from a healthcare provider to document the need for the utilization of any banked sick leave. Unused banked paid sick leave days will be paid out at 100% of the value upon the employee's resignation or retirement.

- b) In addition to sickness, employees may use their sick days for maternity and paternity leave.
- c) Amend the Agreement-Provide employees the option to donate sick time to another employee.

Matching 401K Plan

Amend the Agreement to provide a matching 401K plan. Carrier to contribute full match up to 5%.

Safety Equipment

Offer or provide full reimbursement for all required safety equipment, including work boots and Fire Retardant Treated (FRT) Clothing.

Employee Activity Reports

Carrier shall make monthly notifications to the appropriate IBEW System Council regarding any resignations, retirements, deaths, terminations, suspensions and return from suspension, return from furlough, leave of absence (military or medical) and return from leave of absence, of any IBEW-represented employee within the prior month.

Contracting Out

Except in emergencies, employees will perform all IBEW recognized work including all normal and routine maintenance.

A penalty of 100% will be applied to all sub-contracting of work performed on or off the property.

Negotiated Break Time

Add two 15-minute paid breaks for every shift beginning 2.5 hours after the start of the shift and 2.5 hours before the end of the shift.

Training Reimbursement

Establish a rule to reflect all training to be paid at the straight time rate of pay for attending related training sessions held during their regular shift. Employees who receive related training outside their normal hours shall be paid at the time and one-half rate of pay, including travel time. For those who are required to travel will be paid mileage from the time they leave at their

designated home point to the home training facility and back to the home location. Mileage will be paid at the IRS allowable rate.

Health and Welfare

- A. Effective January 1, 2025, coverage for surviving dependents will be extended through the end of the sixth (6th) month following the month in which the employee dies.
- B. Effective January 1, 2025, Plan benefits will include male sterilization procedures (i.e., vasectomy), not including reversals.
- C. Effective January 1, 2025, the individual annual maximum dental benefit will be increased from \$1,500 to \$2,500, and the individual lifetime maximum orthodontia benefit will be increased from \$1,000 to \$2,500.
- D. Effective January 1, 2025, the vision frame allowance will be increased from \$115 every two years to \$250 every two years.
- E. Effective January 1, 2025, the monthly payment for employees who elect to opt-out of coverage under the National Health & Welfare Plan will be increased from \$100 to \$200.
- F. Effective January 1, 2025, the following medical and prescription drug plan rules and practices will be implemented:
 - 1) Improper billing detection and mitigation programs (where available with the Plan's medical vendors).
 - 2) Out-of-network referenced-based pricing programs (where available with the Plan's medical vendors).
 - 3) Prior authorization for specialty drugs; and prior authorization, step therapy and quantity limits for non-specialty therapeutic classifications to include anti-infective agents, central nervous system, gastroenterology and ophthalmology.
- G. Monthly Employee Cost-Sharing Contributions –
 - 1) Effective January 1, 2025, each employee covered by this Agreement shall contribute to the Plan, for each month that the employer is required to make a contribution to the Plan on the employee's behalf for foreign-to-occupation health benefits coverage for the employee and/or the employee's dependents, a monthly contribution equal to 15% of the Carrier's Monthly Payment Rate.

- 2) Effective on each subsequent January 1, the monthly employee cost-sharing contribution shall be adjusted to reflect 15% of the Carrier's Monthly Payment Rate for the relevant year.
- 3) For purposes of subsection (1) above, the "Carrier's Monthly Payment Rate" for any year shall mean one twelfth of the sum of what the carrier's monthly payments to –
 - i. the Plan for foreign-to-occupation employee and dependent health benefits, employee life insurance benefits and employee accidental death and dismemberment insurance benefits,
 - ii. the Dental Plan for employee and dependent dental benefits, and
 - iii. the Vision Plan for employee and dependent vision benefits, would have been during that year, per non-hospital association road employee, in the absence of any employee contributions in the aforementioned plans.
- 4) Employee cost-sharing contributions shall be made on a pre-tax basis pursuant to the existing Section 125 cafeteria plan to the extent applicable.

H. If existing national health care legislation is repealed, the parties will meet and confer on a voluntary basis to discuss the benefits that were previously mandated.

Ratification

Carriers will provide the IBEW with a complete list of active employees' mailing addresses for the purpose of conducting ratification vote(s).

Me-Too Clause

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

Agreement Duration

Five years.

The Organization reserves the right to amend or modify these proposals and/or to make additional proposals to the extent permitted by law.