

International Brotherhood of Electrical Workers

System Council No. 2



5534 Gage Avenue, Bell Gardens, CA 90201 Cell 626-705-9750

Rick Reynoso
Vice General Chairman
I.B.E.W. S.C. No. 2

October 24, 2024

**MS. TIRENNA MANN
MANAGER II SHOP OPERATIONS
UNION PACIFIC RAILROAD COMPANY
491 N MAIN STREET
DESOTO, MO 63020**

**Sent Via Certified Mail#
7020 1290 0000 5677 0057
Return Receipt Requested**

Re: Continuous Claim & Grievance filed on behalf of, but not limited to, all North Platte, NE, North Little Rock, AR, Hermiston & Portland, OR, and Salt Lake City, UT Locomotive Electricians for Unsafe Work Environment Due to Fatigue Issues caused by Carrier Forced Overtime; Carrier violation of the National Vacation Agreement and the Controlling Agreement dated November 1, 1976.

Dear Madam:

Please consider this as a continuous claim and grievance submitted to your office in accordance with Rule 35 of the Controlling Agreement effective November 1, 1976, between the Union Pacific Railroad Company and the International Brotherhood of Electrical Workers as follows:

Dispute: CLAIM OF EMPLOYEES:

1. That at the Mechanical System Shops, to include but not limited to, North Platte, NE, North Little Rock, AR, Hermiston & Portland, OR, and Salt Lake City, UT locomotive facilities, the Union Pacific Railroad Company violated the requirement to provide a safe working environment, when commencing on or about September 1, 2024, and continuing, electricians are being forced to work numerous additional hours beyond their regular assignment, which can lead to fatigue and unsafe working conditions. Moreover, by their actions, the Union Pacific Railroad unilaterally changed and violated the Controlling Agreement(s) and longstanding established practices, when they began requiring and forcing electricians to work additional hours outside the provisions of the Controlling Agreements.

"Our Business – Representation & Service"



2. That at the Mechanical System Shops, to include but not limited to, North Platte, NE, North Little Rock, AR, Hermiston & Portland, OR, and Salt Lake City, UT locomotive facilities, the Union Pacific Railroad Company violated, but not limited to, Section 6 and 10 of the 1941 National Vacation Agreement, as amended, when commencing on or about September 1, 2024, and continuing, Carrier failed to provide vacation relief workers and as a result, electricians are being forced to work additional hours to cover the work of vacationing electricians.
3. That at the Mechanical System Shops, to include but not limited to, North Platte, NE, North Little Rock, AR, Hermiston & Portland, OR, and Salt Lake City, UT locomotive facilities, the Union Pacific Railroad Company violated, but not limited to Rule(s) 1, and 160 of the Controlling Agreement, as amended, when commencing on or about September 1, 2024, and continuing, Carrier reassigned electricians who were forced to work overtime from their original overtime calling assignment.
4. That, accordingly, the Union Pacific Railroad cease and desist this unsafe practice and capricious violation of the controlling agreement and established past practice described herein and employ a sufficient work force (to include vacation relief workers) to protect the work afforded to IBEW electricians by Agreement. Further, that the Union Pacific Railroad is prohibited from such actions in the future.

STATEMENT OF FACTS:

On or about September 1, 2024, the Union Pacific Railroad Company made unilateral changes to the status quo when at their Facility System Shops, to include but not limited to, West Colton, Commerce, and Carson (Dolores yard), California locomotive facilities, employees were notified by Carrier managers that electricians will now be required and forced to work additional hours beyond their forty (40) hour work week assignment or risk discipline, despite the longstanding established practice of no such activity over past years.

On September 6, 2024, Union Pacific Railroad's Chief Mechanical Officer Jeremy Givens notified the Organization of their intent to force overtime due to the shortage of locomotive electricians needed in order to keep up with Carrier's business demands (Attached hereto as Attachment "A"), quoted as follows in pertinent part:

"We never want to be in a place where we over hire and volume does not materialize. That is why when we have sudden increases in volume, we must utilize overtime to address these unforeseen spikes. As we wait for hiring to catch up, each facility will need to be running at increased overtime rates and forcing where necessary to meet the needs of our business, the current need is to get our shops quickly back to their goal. As we reach closer to goal by location we should be able to minimize some of the overtime you work."

At the same time, the Carrier has implemented their newly revised "Attendance Discipline Policy" dated September 1, 2024 (Attached hereto as Attachment "B"), to include new language addressing forced overtime as part of their MAPS Discipline Policy under discipline Rule 1.13, quoted as follows in pertinent part:

"Section 2: Additional Guidelines..."

(b) Absences for forced overtime are considered a violation of Rule 1.13- Failure to Comply and are not subject to this Policy."

The recently instituted Carrier discipline policies and tactics are clearly outside the standards of a fair and reasonable policy for addressing availability to work overtime. Likewise, Carrier's newly proposed policy addressing employees who refuse to work additional hours beyond the forty (40) hour workweek is unsafe, excessive, unreasonable, and unrealistic.

Since the establishment of PSR (Precision Scheduled Railroading) in 2019, the Carrier has reduced IBEW forces by over fifty percent at all system locomotive shop locations. For this reason, Carrier's mechanical facilities have been left with insufficient electrical workers to perform their required contractual duties, even replacing electricians with unskilled forces to perform IBEW scoped work.

Due to the recent need to return additional locomotives to service, the Carrier advised that they would be increasing craft forces with furloughed employees and new hires. However, as of this date IBEW forces have not been increased and the carrier continues to force significant numbers of electricians to work additional hours each day. On August 5, 2024, the Carrier's Mechanical Department advised that they would be increasing forces with (36) Machinist, (48) Laborers, but only (3) Electricians. Again, on September 13, 2024, the Carrier advised that they would be hiring (145) additional Machinists, (115) Laborers, but only (58) Electricians system wide (Attached hereto as Attachment "C"). Thus, Carrier's hiring practices don't even come close to filling IBEW vacancies caused by attrition for 2024. However, Carrier continues to force the existing IBEW workforce at the same rate of other crafts to cover additional hours and vacancies each day. This isn't only unsafe, but a total disregard for Carrier's employees, and in no way pursuant with the Controlling IBEW Agreement(s).

POSITION OF EMPLOYEES:

It is the Employees position that the Union Pacific Railroad Company is in violation of the longstanding accepted practice, understanding, and Rules of the Controlling Agreement effective November 1, 1976, between the Union Pacific Railroad Company and the International Brotherhood of Electrical Workers as follows, when Carrier arbitrarily forced employees to work beyond their forty (40) hour workweek. The Carrier's actions of forcing overtime creates an undue hardship on to the employee by exposing them to fatigue issues and unsafe working conditions due to additional unjustifiable work hours. It has always been the practice to fill vacancies by hiring additional employees or with overtime on a voluntary basis only, which has obviously been in effect for many years.

Based on the foregoing, the Carrier is in violation of, but not limited to Rules 1, 7, and 160 of the controlling Agreement, quoted as follows in pertinent part:

“Rule 1, Eight hours shall constitute a days work...

(A) General, The provisions of this Rule are the result of the so-called Chicago Agreement of March 19, 1949, which provided for all employees, subject to the exceptions contained in Article II thereof, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven...”

“Rule 7 (D), Employes called or required to report for work and reporting will be allowed a minimum of four hours for two hours and forty minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays to train movement.”

“Rule 160, All Memoranda of Agreement and/or Letters of Understanding in effect prior to the effect-time date of this Schedule Agreement not specifically superseded by provisions of this Agreement remain in effect.

...it was not the intent of the parties signatory hereto to change, or modify, the application and/or interpretation thereof...”

Moreover, Appendix 16 of the Controlling Agreement states the following in pertinent part:

“THE MANAGEMENT AGREES THAT OFFICERS AND SUPERVISORS WILL SEE THAT MATTERS OF WAGES AND WORKING CONDITIONS ARE HANDLED IN STRICT CONFORMITY WITH THE RULES OF THE AGREEMENT; THAT NO CHANGE IN CLASSIFICATION OF POSITIONS OR WORKING CONDITIONS WILL BE MADE WITHOUT PRIOR CONFERENCES WITH THE COMMITTEE; THAT NO WORK WILL BE TRANSFERRED FROM CRAFT TO CRAFT FROM THE GENERAL CHATMEN OF THE CRAFTS CONCERNED; AND THAT OVERTIME WILL KEPT TO THE MNIMUM NECESSARY TO MEET THE REQUIREMENTS OF THE SERVICE AND WILL BE APPOINTED IN A MANNER SATISFACTORY TO THE COMMITTEE. IT IS UNDERSTOOD AND AGREED THAT THE AMOUNT OF OVERTIME TO BE WORKED WILL BE DETERMINED BY THE MANAGEMENT.

THIS AGREED UPON RULING IS PREDICATED UPON THE ADHERENCE BY THE EMPLOYES AND THE MANAGEMENT TO THE PRINCIPLES OF COOPERATION...”

The facts establish that the Carrier has failed to employ a sufficient work force to protect the IBEW scope of work afforded by agreement. In this regard, the Carrier has further violated the provisions of the 1941 National Vacation Agreement, as amended, when Carrier failed to provide vacation relief workers and as a result, electricians are being forced to work additional hours to cover for those electricians on vacation. Section 6 and 10 of the National Vacation Agreement states the following, quoted in pertinent part:

“National Vacation Agreement- Section 6
(12-17-41)

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.”

“National Vacation Agreement- Section 10(b)
(12-17-41)

10(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.”

Finally, we reiterate that by the Carrier’s arbitrary actions of requiring and forcing electricians to work additional hours beyond their regular assignment, they are creating an unsafe working environment and increased chances for injury. According to Occupational Safety and Health Administration website, long work hours and extended and irregular shifts may lead to fatigue and to physical and mental stress. Fatigue can cause weariness, sleepiness, irritability, reduced alertness, impaired decision making, and lack of motivation, concentration and memory. Some effects of work fatigue are as follows:

“Worker fatigue increases the risk for illnesses and injuries. Research indicates that working 12 hours per day is associated with a 37% increased risk of injury. In a 2005 study reporting on a survey of 2737 medical residents, every extended shift scheduled in a month increased by 16.2 % monthly risk of a motor vehicle crash during their commute home from work.

Decreased alertness from worker fatigue has been a contributing factor in:

- *Industrial disasters such as the 2005 Texas City BP oil refinery explosion, the 2009 Colgan Air Crash, the explosion of the space shuttle Challenger and the nuclear accidents at Chernobyl and Three Mile Island.*

- *Increased sleep problems and risk for injury—among full-time employees in relation to the number of hours worked per week.*
- *Direct or indirect links to increased costs from lost productivity, increased injury and illness costs, increased time off the job due to illness.*
- *An estimated annual cost of \$136.4 billion from fatigue-related, health-related lost productive work time to employers.”*

Based on the foregoing, it is obvious that the Carrier is in violation of the terms of the Controlling Agreement and longstanding established practices. We request that the claim be accepted as presented and this matter rectified accordingly.

Respectfully submitted,



Rick Reynoso
Vice General Chairman

CC: IBEW Local Unions 650, 799, 807, & 1920

Enclosed: Attachments "A"- "D"