



SYSTEM COUNCIL NO. 16

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

1807 Market Blvd, PMB 188 • Hastings, MN 55033 • Phone (651) 438-2927 • ibewsc16@outlook.com

Jeff Allred **Brad Carothers** **Jeff Burk** **Mike Tschacher** **Amanda Jacobs**
General Chairman Vice Chairman Sec Treasurer Asst Gen Chairman Admin Asst

July 15, 2024

First & Second Quarter Report to the Members of System Council 16

Dear Members,

I would like to begin with the elephant in the room which everyone is aware of, PSR. In the latter part of 2023, it seemed that PSR was becoming a thing of the past. Unfortunately, it is back in full force. BNSF and UP are in a bidding war to have the lowest shipping rates to take freight from each other. It seems they want to lower their rates but not their profits as the rate cuts and letters of disappointment from Warren Buffet are usually associated with a cut in forces. We are aware of another cut in management this week.

National Negotiations will be beginning soon, Locals in National Negotiations should have received an email from Director Russo asking for suggestions for our Section 6 Notices. If you didn't receive the email, contact Director Russo directly. **Your suggestions are due by 8/15/24 and need to be emailed to ibewsc16@outlook.com. This should be done by your Local not individually.**

We are nearing completion of a Sick Day Agreement with the CPKC. This process was more complicated as the NCF&O (Laborers) signed their agreement before we were finished negotiating. The CP wanted to be able to subcontract work or allow management to do our work when employees were using sick days. They also attempted to change healthcare benefits for new hires to a high-deductible plan. It appears that we were successful in removing this language and the same will probably be afforded to the Organizations that signed prematurely.

We are currently negotiating sick days on the Belt.

The Former GTW members on the CN now fall under the modern IC/WC Agreement. This allows our telecom members to work under a monthly rate, compensating them for being on call after hours and on their rest days.

We have exchanged Section 6 Notices on NICTD and negotiations will begin in the coming months. This round of bargaining will probably be difficult as the property is currently under construction for a double-track project.

Recently, we have endured many furloughs in the BNSF Mechanical Department. There is no doubt in my mind that the number of members furloughed was exacerbated by the

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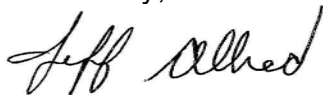
NCF&O's willingness to take our service track work. We continue to fight for this work and are nearing the arbitration process.

Negotiations for a BNSF Electronic Maintainer positions are nearing completion. Attached is a Q&A of how it will work if an agreement is signed.

We have received information that BNSF Mechanical is not allowing Personal Days to be used after October 31st. This contrasts with the Agreement and we are working to rectify the issue.

I hope everyone has a pleasant summer.

Fraternally,

A handwritten signature in black ink that reads "Jeff Allred". The signature is written in a cursive, flowing style.

Jeff Allred
General Chairman
System Council 16

Attachments: TEM Q&A
Financial and Travel Reports

Electronic Maintainer Position Q&A

Q: If an ET and MT bid a bulletined EM position, who is awarded the position? Does one craft have priority over the other?

A: The EM position is awarded to the employee with the most seniority on their respective roster.

Q: Will there be a new seniority roster for the EM positions?

A: Yes, there will be a separate roster for EM positions.

Q: What if someone has seniority on both ET and MT rosters? Do they get preference when bidding an open EM bulletined position?

A: No, the position will be awarded to the person who has the highest seniority on either roster.

Q: What is the timeframe to obtain all qualifications for the EM position?

A: Employees are required to obtain all required qualifications (for example -- ET Test, BOR, FPBL, MO1, PTC, EREG, BTCO) within 180 days in order to qualify for an EM position. For newly-hired EMs, there is an additional 120 day qualification period exclusively to extend the time in which employees are required to obtain their Commercial Driver's License. Extensions can be requested for extenuating circumstances; however, such requests must be approved by both the Carrier and the IBEW General Chairman or his designated representative. Every effort needs to be made to complete all qualifications within the applicable time frame.

Q: If the carrier wants to convert an ET or MT position to an EM, am I forced to take the EM position?

A: The carrier will determine where EM positions make the most business sense. Not all locations will have EM positions. No one will be displaced if they are offered an EM position and do not accept it. Positions will be offered to the most senior employee and if that employee does not want the EM position it will be offered to the next senior employee. If no employees want the EM position, then the carrier will wait until there is an open position at the location and it will then be bulletined as such.

Q: When EM's are hired off the street, will they get seniority on the EM, ET, and MT rosters?

A: They will be placed on the EM roster only, they will not be on the ET or MT roster.

Q: If an EM was a new hire and only has EM seniority and wants to bid an ET or MT position, do they have seniority on the other two rosters and can they bid a different job?

A: This is no different than MT's bidding ET positions. EM's can bid an ET or MT position; however, if there is an employee with existing seniority on the roster of the positioned bulletined, that employee would be awarded the position before someone having only EM seniority. An EM would be awarded an ET or MT position if it goes unbid by someone having ET or MT seniority. Additionally, an EM could place themselves on an open, unbid ET or MT position.

Q: What if an EM and a MT are the only bidders on an open ET bulletined position and it goes unbid by any ET's, who is the position awarded to?

A: The position is awarded to whoever has the most seniority on their current roster.

Q: Who would an EM report to if there is no EM Foreman?

A: The EM would report directly to the TMM, or other supervisor designated by the TMM.

Q: What is the territory of an EM? Would it follow ET or MT territory for the shop they report to?

A: The Carrier's expectation is that, if an ET position is converted to an EM position, the territory would follow the ET territory. Conversely, if an MT position is converted to an EM position, the territory would continue to follow the MT territory. This general expectation is subject to change based on the needs of the business.

If it is a new position, it will be designated to follow either the ET territory or the MT territory. The designation of the assigned territory will be noted on the job bulletin.

Q: Will EM positions be bulletined as Relief positions?

A: EM positions could be bulletined as a Relief positions but this will be on a case by case basis. For example, it likely would not make sense to bulletin an EM Relief position in a 1 or 2 person shops.

Q: What are the duties and responsibilities of an EM position?

A: EM duties and responsibilities will generally include all of the established duties and responsibilities of ET and MT positions.

Q: Will employees filling EM positions be assigned to climb frequently enough in order to keep their climbing skills and competencies at a satisfactory level?

A: Employees filling EM positions will be expected to climb on a frequent enough basis to ensure their climbing skills and competencies are kept current.

Q: How many EM positions can the Carrier create?

A: While there is not a specific threshold, the general operating goal is to limit the number of EM positions to approximately 25-30% of the total active Telecom workforce. If there is a concern regarding the percentage of EM positions established compared to the total active workforce, the parties have agreed to work together to ensure the intent of the Agreement is being maintained.

Jeff Allred's Travel 1st Quarter 2024:

January 16—18, 2024 – Fort Worth, TX – BNSF Mech Meeting

January 22—27, 2024 – Tampa, FL – Staff Meeting and Arbitration Class

February 5—6, 2024 – Tacoma, WA – BNSF Telecom Investigation

February 7—8, 2024 – Vancouver, WA – Local 1769 Officer Training

March 4—6, 2024 – Independence, KS – Discussions with IAM

March 17—18, 2024 – Fort Worth, TX – BNSF Mech Meeting

March 19—21, 2024 – Westlake, TX – BNSF Mech LAT Meeting

March 26—28, 2024 – Lenexa, KS – BNSF Signal Dept Meeting

Jeff Burk's Travel 1st Quarter 2024:

January 16—18, 2024 – Fort Worth, TX – BNSF Mech Meeting

January 22—27, 2024 – Tampa, FL – Staff Meeting and Arbitration Class

January 31—February 2, 2024 – Fort Worth, TX – BNSF SAC Meeting

February 5—6, 2024 – Tacoma, WA – BNSF Telecom Investigation

February 7—8, 2024 – Vancouver, WA – Local 1769 Officer Training

March 18, 2024 – Fort Worth, TX – BNSF Mech Meeting

March 19—21, 2024 – Westlake, TX – BNSF Mech LAT Meeting

March 26—28, 2024 – Lenexa, KS – BNSF Signal Dept Meeting

Brad Carothers' Travel 1st Quarter 2024:

January 16—18, 2024 – Fort Worth, TX – BNSF Mech Meeting

January 22—27, 2024 – Tampa, FL – Staff Meeting and Arbitration Class

March 4—6, 2024 – Independence, KS – Discussions with IAM

March 17—18, 2024 – Fort Worth, TX – BNSF Mech Meeting

March 19—21, 2024 – Westlake, TX – BNSF Mech LAT Meeting

Mike Tschacher's Travel 1st Quarter 2024:

January 16—18, 2024 – Fort Worth, TX – Meeting with BNSF Mechanical Leadership

January 22-27, 2024 – Tampa, FL – Arbitration Training Seminar with Labor Arbitration Institute

February 12—14, 2024 – Phoenix, AZ – BNSF Trainers' Conference

March 4—6, 2024 – Independence, KS – Discussions with IAM

March 17—21, 2024 – Fort Worth, TX – Discussions with BNSF Mechanical Leadership and Q1 System LAT and Local Chairmen Meeting

Jeff Allred's Travel 2nd Quarter 2024:

April 23—25, 2024 – Fort Worth, TX - BNSF Telecom Meeting/Director Kautzman's Retirement in FTW

April 30—May 2, 2024 – Memphis, TN – BNSF and CN property visits

May 13—16, 2024 – Temple, TX - LU418 Meeting BNSF – BNSF Mech Meeting in Fort Worth

Jeff Burk's Travel 2nd Quarter 2024:

April 23—25, 2024 – Fort Worth, TX - BNSF Telecom Meeting/Director Kautzman's Retirement in FTW

April 29—May 2, 2024 – Minneapolis, MN - BNSF LAT Meeting/Setup new computer for Amanda

May 13—16, 2024 – Temple, TX - LU418 Meeting BNSF – BNSF Mech Meeting in Fort Worth

May 28—31, 2024 – Commerce, CA LU946 visit and Victorville, CA LU 1023 Officer Training

June 10—14, 2024 - Hot Springs, AR – IBEW 10th District Progress Meeting

Brad Carothers' Travel 2nd Quarter 2024:

April 9-10, 2024 – Homewood, IL – Vladimir Gauthier Investigation

April 29—May 2, 2024 – Minneapolis, MN - BNSF LAT Meeting

May 13—15, 2024 – Temple, TX - LU418 Meeting BNSF – BNSF Mech Meeting in Fort Worth

May 28—31, 2024 – Commerce, CA LU946 visit and Victorville, CA LU 1023 Officer Training

Mike Tschacher's Travel 2nd Quarter 2024:

May 14—17, 2024 – Chicago, IL – Local 533 Investigation - Meeting with Local 757 – Attend CN Safety Summit meeting at Homewood, IL

June 24—28, 2024 – Pocatello, ID – IBEW 8th District Progress Meeting



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Jeff Allred General Chairman	Brad Carothers Vice Chairman	Jeff Burk Sec Treasurer	Mike Tschacher Asst Gen Chairman	Amanda Jacobs Admin Asst
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4th Quarter Report of System Council 16 – IBEW

January 13, 2025

Dear Members,

It's hard to believe that 2024 has already come to an end; it was a very busy year. Below are some highlights of what happened and what is happening.

The situation on BNSF continues to look bleak as they continue to compete with the UP on PSR. We were informed this fall that BNSF will have to cut an additional 1 billion dollars from their operating budget. We have not been told where these cuts will come from.

With the new Contract that was recently ratified with BNSF, many will be getting additional vacation in 2025. If you qualified for, and haven't received the extra vacation, you will as soon as the Agreement is finalized and signed.

While the improvements to the vacation accrual is good news as it hasn't changed in decades, it is increasingly difficult for members to utilize single vacation days and personal days. This undoubtedly is due to staffing shortages brought on by BNSF. We are currently working with BNSF to come up with a solution to this issue. I would suggest not saving personal days until the very end of the year as the agreement language for personal days says that BNSF doesn't have to allow them if the employee waits too late in the year. Remember, if you can't use your personal days prior to the end of the year, you should convert them to sick days so they will be paid out.

After years of negotiation, the Electronic Maintainer Agreement (EM) is finally completed. The Agreement creates a new position of combined ET's and Maintainers on a limited basis. No one will be forced into these positions. Additionally, there are 4 other agreements that modify current rules that were part of the negotiations. One V6 day can now be converted into a vacation day, Rule 4 was amended to cover OT for remotely working from home after hours, Rule 26, Disqualification was clarified, as well as Rule 19 Probationary Periods. The Agreements are all attached to this report.

On a positive note, for Mechanical, we recently signed a pilot agreement for Technical Diagnostic Specialists. These positions basically do what GE techs do and assist with troubleshooting and shop planning to get locomotives where they need to be for repairs. These are level 3 monthly rated positions paying \$9,611.00 per month, subject to future general wage increases.

The pilot was conducted at Commerce, CA, and was very successful. In a matter of a couple of months, BNSF expanded the program at Commerce for 24/7 coverage. They

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

are now in the process of expanding the program to Lincoln to test it on EMD's. If successful, I would expect these positions to be in all shops this year. The establishment of these positions come with the authority to hire for the people who are selected to fill these jobs. In order to hold a Level 3 position, you must be a Level 2.

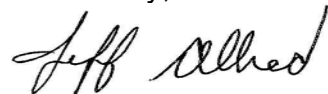
We are still pursuing the BNSF Service Track Claim. We expect to list it for arbitration in the first quarter of this year. I want to thank the Locals who have supplied us with locomotive numbers, we currently have over 20,000 locomotives on this claim.

We are currently negotiating contracts with CN, CP, Belt, LS&I, Gary, and Evansville and Western.

Along with BNSF, NICTD also ratified their Contract. It was a very lucrative agreement and got the membership very near National Wages. I want to thank Zach Trunk and Zach Scherf of Local 2355 for their assistance in the negotiations.

I hope everyone has a safe and productive 2025!

Fraternally,



Jeff Allred
General Chairman
System Council 16 – IBEW

Attachments:

BNSF Telecom V6 Day Agreement
BNSF Telecom Rule 4 Amendment
BNSF Rule 26 Amendment
BNSF Telecom Rule 19 Amendment
BNSF Telecom Rule 37 Amendment
SC16 Travel
SC16 Financials

MEMORANDUM OF AGREEMENT

Between

The Burlington Northern Santa Fe Railway Company (BNSF)

And

International Brotherhood of Electrical Workers (IBEW)

The following agreement memorializes the parties' understanding regarding the use of single days of vacation provided for under Appendix C-2 of the April 1, 2004 Agreement (updated July 1, 2019) between the International Brotherhood of Electrical Workers ("IBEW") and BNSF Railway ("BNSF"), covering electricians working in the Telecommunications Department at BNSF. This Agreement is applicable to all monthly rated telecommunications electricians.

Definitions

Single-Day Vacation – A floating day of vacation from a split week

Scheduled week – A full week of vacation scheduled in week-long increments

Split vacation week – A week of vacation that is split into single-day vacations

V6 day – Vacation on a protect day

Conversion of a V6 day to a single-day-vacation

- Employees who qualify to split weeks of vacation will have one V6 day converted into a floating day vacation. Once converted, employees will not be required to use the vacation day on their protect day. Employees are limited to the conversion of no more than one V6 day to a floating day of vacation, regardless of the number of weeks that are split into single day vacations.
- The conversion of V6 days to single day vacations is limited to split vacation weeks.

Example – An employee elects to split one or two weeks of vacation into single day vacation days. The employee will have one V6 day converted to a single vacation day, which can then be used subject to existing rules regarding single vacation days.

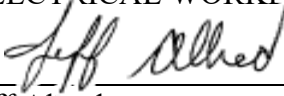
Unless otherwise amended herein, all other provisions of Appendix C-2 of the April 1, 2004 Telecommunications Agreement remain in effect.

This Agreement is entered into on a non-precedent basis and without prejudice to the parties' respective positions concerning the application of the collective bargaining agreement as to the subject matter of this Agreement. It is the parties' express understanding that this Agreement (and its application) will not be referred to in any other proceeding or forum whatsoever-whether arbitral, judicial, or other forum. It is further agreed that the non-precedent and non-referable provision of this Agreement should be given the broadest possible interpretation; however, nothing in this Agreement should be read as prohibiting the use of this Agreement in a proceeding to enforce its terms.

The terms of this Agreement will become effective on January 10, 2025, and are agreed to by the following:

FOR:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Jeff Allred
General Chairman – System Council 16

Date: January 8, 2025

FOR:

BNSF RAILWAY



Derek Cargill
General Director, Labor Relations

Date: January 8, 2025

MEMORANDUM OF AGREEMENT

Between

The Burlington Northern Santa Fe Railway Company (BNSF)

And

International Brotherhood of Electrical Workers (IBEW)

The following agreed upon interpretation clarifies Rule 4 Overtime Outside Bulletined Hours of the April 1, 2004 Agreement, as updated, between the Burlington Northern and Santa Fe Railway Company and its Telecommunication Department Employees, represented by the IBEW. There has been some confusion, among employees and supervisors, as to when this rule applies as well as when paid time begins and the parties wish to clear up any lingering misinformation.

Where Rule 4(c) and (d) refer to “employees called or required to report for service outside of assigned hours and reporting,” this only applies to employees who physically report to their headquarters, or designated field location, to perform service outside of their assigned hours. For (d), the calculation of two hours and forty minutes starts from the time the employee reports, not from the time the employee is called.

The parties also recognize there may be situations where a Telecommunications employee is able to login remotely to perform troubleshooting, without the necessity of being physically present to perform a technical function. Therefore, the parties agree to amend Rule 4 to add the following as paragraph (e) and move the current (e) to new paragraph (f) (changes highlighted in red):

“(e) Employees called for service outside of assigned hours who perform service remotely to address the emergency will be paid a minimum of one hour at the overtime rate. For calls lasting more than one hour, overtime rates shall apply on the actual minute basis. Employees who initially respond remotely, but who ultimately physically report to their headquarters, or designated field location, will be paid at the overtime rate on the minute basis for time spent responding remotely, and will be paid pursuant to Rule 4 (d) of the April 1, 2004 Agreement after they physically report.

(f) All time worked beyond sixteen (16) hours of service computed from the starting time of the employees' regular shift shall be paid for at rate of double time until relieved. When employees have been relieved, and they desire to work their regular work period such period if worked will be paid for at straight time rates.”

See Appendix A for Examples

This agreement shall be effective January 10, 2025.

FOR:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Jeff Allred
General Chairman – System Council 16

FOR:

BNSF RAILWAY



Derek Cargill
General Director, Labor Relations

Date: January 8, 2025

Date: January 8, 2025

Appendix A

Example 1: An employee is called and attempts to troubleshoot an issue remotely for 30 minutes. The employee would be paid one hour at the overtime rate pursuant to Rule 4(e).

Example 2: An employee is called at 8:00 P.M. and attempts to troubleshoot an issue remotely for 15 minutes. The same employee is called again at 8:30 P.M. and attempts to trouble shoot an issue for 15 minutes. The employee would be paid one hour at the overtime rate pursuant to Rule 4(e).

Example 3: An employee is called at 8:00 P.M. and attempts to troubleshoot an issue remotely for one hour and 15 minutes. The employee would be paid 75 minutes at the overtime rate pursuant to Rule 4(e).

Example 4: An employee is called at 8:00 P.M. and attempts to troubleshoot an issue remotely for 15 minutes. The employee is unable to resolve the issue and is required to physically report to their headquarters. After driving to their headquarters and reporting, the employee performs service for 90 minutes. The employee would be compensated 15 minutes at the overtime rate for the time spent troubleshooting the issue remotely, and four hours at the straight time rate pursuant to Rule 4(d).

MEMORANDUM OF AGREEMENT

Between

The Burlington Northern Santa Fe Railway Company (BNSF)

And

International Brotherhood of Electrical Workers (IBEW)

The following Agreement clarifies and modifies Rule 26 Establishing Competency of the April 1, 2004 Agreement, as updated, between the Burlington Northern and Santa Fe Railway Company and its Telecommunication Department Employees, represented by the IBEW to create a process for disqualifying employees from positions they are no longer qualified to hold due to their own actions.

For example, when an employee is required to hold an unrestricted State driver's license or a commercial driver's license (CDL) and the employee loses their license through an off-duty driving offense (e.g. DUI), Rule 26 was never intended to require a discipline investigation before disqualifying the employee from any position requiring a license. Similarly, an employee who no longer qualifies for a position through no fault of their own, such as a medical condition preventing them from performing the essential functions, should not have to face an investigation to be medically disqualified. Therefore, Rule 26 is amended as follows (changes highlighted in red):

“Rule 26. **Disqualification**

(a) An employee who is **disqualified within the first 180 days and maintains seniority on another roster** must return to his previous position on that roster, unless it is occupied by a senior employee. If his previous position is occupied by a senior employee, he must exercise his seniority per Rule 9, except as provided by Rule 37(h).

(b) **If, after the expiration of 180 days, an employee fails to maintain required qualification(s) for a position, the employee will be notified in writing that either:**

1) **the failure is found to be correctable within 30 days (e.g. expired rescue certification) and the employee will be given up to 30 days to do so; or**

2) **the failure is not promptly correctable (e.g. driver's license restricted) and the employee is disqualified effective immediately from any position requiring that qualification.**

(c) **In the event an employee is disqualified for failing to maintain required qualification(s), they have the following options:**

1) **Bump the junior person whose position they are qualified to fill**

2) **Bid on a bulletined position for which they qualify**

3) **Place themselves on an open position (bulletined, no bid) for which they qualify**

4) **If there are no positions for which the employee qualifies, they will remain disqualified, placed on a leave of absence, and will be required to accept the first open position for which they**

qualify should one become available. Should the employee refuse to accept the first open position for which they qualify, the employee will be considered to have voluntarily resigned.


(d) Employees who are determined to no longer be able to safely perform the essential functions of the job (i.e. medically disqualified) have the following options:

- 1) Exercise seniority pursuant to Rule 9(a) on another roster where they maintain seniority and qualify for the position
- 2) Bid on a bulletined position for which they qualify
- 3) Place themselves on an open position (bulletined, no bid) for which they qualify

This agreement shall be effective January 10, 2025.

FOR:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS




Jeff Alired
General Chairman – System Council 16

Date: January 8, 2025

FOR:

BNSF RAILWAY



Derek Cargill
General Director, Labor Relations

Date: January 8, 2025

MEMORANDUM OF AGREEMENT

Between

The Burlington Northern Santa Fe Railway Company (BNSF)

And

International Brotherhood of Electrical Workers (IBEW)

The following Agreement modifies Rules 19, 22, and 25 of the April 1, 2004 Agreement, as updated, between the Burlington Northern and Santa Fe Railway Company and its Telecommunication Department Employees, represented by the IBEW to extend the probation period from 120 to 180 days, to better accommodate all of the training and on-the-job observation prudent during the probation period. Note, the 120-day qualification period in Rule 19(b) remains the same.

Rule 19 shall read as follows (changes highlighted in red):

“Rule 19. Entering Service and Seniority Date

(a) Applicants for employment or craft transfer shall be required to fill out the Carrier's appropriate form of application, take any test given for skills assessment, and pass required physical and visual examination. Employment may be terminated within the first **one hundred eighty (180)** days of service by disapproval of application. If application is not disapproved within **180** days of commencement of service, employee's name will be placed on the seniority roster of regular employees with a seniority date as of the first day of service, and employee will not thereafter be subject to dismissal except for cause, as provided by Rule 25. **Employees will be given full cooperation by management in their efforts to qualify.**

If after the expiration of **180** days it is determined that essential information given in the application is false or incomplete, the employee may be relieved from service by invoking the provisions of Rule 25.

(b) For newly-hired Maintainers and Electronic Maintainers, there will be an additional one hundred twenty (120) day qualification period exclusively to extend the time in which they are required to obtain their Commercial Driver's License (CDL). This additional 120 day qualification period will begin immediately following the initial 180 day probation period described in paragraph (a). Failure to obtain the CDL during the 120 day qualification period may result in an employee's termination from service. (See Appendix X).

(c) The seniority date of a new employee on a roster shall be established as of the first date he performs service in a classification on that roster. Where two or more men are employed on the same date, seniority will be determined according to birthdate (exclusive of birth year), with the employee whose birthdate falls first in a calendar year ranked first. (See Appendix Y).

(d) With the exception of the circumstances set forth in Rule 9, newly-hired employees will not be permitted to exercise seniority during their first **180** days of service. Newly-hired Maintainers and Electronic Maintainers who have not obtained a Commercial Driver's License (CDL), where required, within their first **180** days of service will not be permitted to exercise seniority until obtaining the CDL in accordance with this Rule 19, except as set forth in Rule 9.

(e) Any employee desiring to bid to another roster where he does not have seniority will be required to have successfully passed any test(s) given for skills assessment prior to being awarded a position

on that roster. A successful bidder shall have 180 days to qualify on the new roster. If employee is not disqualified within 180 days of commencement on new roster, he will establish a date from the time he first performs actual service on an assigned position on the new roster. Administration of the test will be available to employees by overnight delivery when necessary.

Additionally, Rule 22 Bulletining New Positions and Vacancies, and Rule 25 Investigations are also amended to reflect the extension to a 180-day probation period and shall now read:

“Rule 22. Bulletining New Positions and Vacancies

(d) In the event no bid is received from an employee on the roster in which the vacancy occurs, the senior employee on another roster bidding for same will be assigned and will establish a date on such roster as of the date he first performs service therein provided he works on the position at least one hundred eighty (180) calendar days.

(e) If within a period of one hundred eighty (180) days after being assigned a position on his current roster or a new roster it is determined that an employee is not qualified to work the position, he will be disqualified and will return to his previous position. Employees will be given full cooperation by management in their efforts to qualify.

“Rule 25. Investigations

(a) An employee in service more than one hundred eighty (180) days will not be disciplined or dismissed until after a fair and impartial investigation has been held. Such investigation shall be set promptly to be held not later than twenty (20) days from the date of the occurrence, except that personal conduct cases will be subject to the twenty (20) day limit from the date information is obtained by an officer of the Carrier and except as provided in (b) hereof. Personal conduct cases have reference to violation of rules involving an individual's conduct such as dishonesty, immorality or vicious action. The date for holding an investigation may be postponed if mutually agreed to by the Carrier and the employee or his duly authorized representative, or upon reasonable notice for good and sufficient cause shown by either the Carrier or the employee.”

This agreement shall be effective January 10, 2025.

FOR:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Jeff Allred
General Chairman – System Council 16

Date: January 8, 2025

FOR:

BNSF RAILWAY



Derek Cargill
General Director, Labor Relations

Date: January 8, 2025

MEMORANDUM OF AGREEMENT

Between

The Burlington Northern Santa Fe Railway Company (BNSF)

And

International Brotherhood of Electrical Workers (IBEW)

The following agreement modifies Rule 37 of the April 1, 2004 Agreement, as updated, between the Burlington Northern and Santa Fe Railway Company and its Telecommunication Department Employees, represented by the IBEW to add a new pay rate for the position Telecommunications Electronic Maintainer (EM), which may perform both Electronic Technician (ET) and Maintainer functions. In recognition of the additional qualifications an employee must maintain to be proficient as both an ET and a Maintainer, the parties have agreed to additional compensation for employees holding said position.

It is not the intent of this agreement to force current employees into EM positions by abolishing existing ET or Maintainer positions and replacing them with EM positions.

While there is not a specific threshold, it is understood that the general operating goal is to limit the number of EM positions to approximately 25-30% of the total active Telecom scheduled workforce. If a concern arises regarding the percentage of EM positions established compared to the total active scheduled workforce, the parties agree to work together in an expedient manner to review the circumstances as they exist at the time and ensure the intent of this Agreement is being maintained.

The parties have agreed to a question and answer document which outlines the expectations for EM positions. That document is incorporated as part of this agreement as an attachment.

Rule 37 is amended to include the following (changes highlighted in red):

“(k) Telecommunications Electronic Maintainer and Foreman

A Telecommunications Electronic Maintainer will perform all work expected of a Telecommunications Maintainer and Electronic Technician, as set out in paragraphs (b) and (e) above. A Foreman may be appointed as well to perform the work in paragraphs (c) and (f) above. Those holding positions of Electronic Maintainer and Electronic Maintainer Foreman will be paid \$200 per month more than the prevailing monthly rate of Electronic Technicians and Electronic Technician Foremen, respectively.”

Appendix A shall be updated to reflect the positions of Electronic Maintainer and Electronic Maintainer Foreman, each paying \$200 per month more than the prevailing monthly rate of Electronic Technicians and Electronic Technician Foremen, respectively, subject to future general wage increases and cost of living adjustments. See attached.

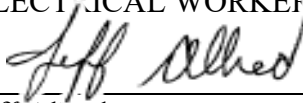
Additionally, EM and EMF positions will have a separate seniority roster. Rule 20(a) is amended as follows:

Seniority Roster	Classifications
Electronic Technician	Electronic Technician I, Electronic Technician II, Electronic Technician Foreman
Telecommunications Maintainer	Telecommunications Maintainer I, Telecommunications Maintainer II, Telecommunications Maintainer Foreman
Telecommunications Associate	Telecommunications Associate, Telecommunications Associate Foreman
Electronic Maintainer	Electronic Maintainer, Electronic Maintainer Foreman

This agreement shall be effective January 10, 2025.

FOR:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Jeff Alired
General Chairman – System Council 16

Date: January 8, 2025

FOR:

BNSF RAILWAY



Derek Cargill
General Director, Labor Relations

Date: January 8, 2025

APPENDIX "A"

TELECOMMUNICATIONS RATE SHEET

CLASSIFICATION	BASIC MONTHLY RATES OF PAY
	<u>July 1, 2024</u>
(a) Electronic Technician I	\$41.88 / Hour
(b) Electronic Technician II	\$8759.90 / Month
(c) Electronic Technician Foreman	\$9304.93 / Month
(d) Telecommunications Maintainer I	\$41.88 / Hour
(e) Telecommunications Maintainer II	\$8759.90 / Month
(f) Telecommunications Maintainer Foreman	\$9304.93 / Month
(g) Telecommunications Associate	\$8759.90 / Month
(h) Telecommunications Associate Foreman	\$9304.93 / Month
(i) Electronic Maintainer	\$8959.90/Month
(j) Electronic Maintainer Foreman	\$9504.93/Month

Note: Rates do not include applicable skill differentials, if any. All monthly pay rates listed above are based on 213 hours per month.

Electronic Maintainer Position Q&A

Q: If an ET and MT bid a bulletined EM position, who is awarded the position? Does one craft have priority over the other?

A: The EM position is awarded to the employee with the most seniority on their respective roster.

Q: Will there be a new seniority roster for the EM positions?

A: Yes, there will be a separate roster for EM positions.

Q: What if someone has seniority on both ET and MT rosters? Do they get preference when bidding an open EM bulletined position?

A: No, the position will be awarded to the person who has the highest seniority on either roster.

Q: What is the timeframe to obtain all qualifications for the EM position?

A: Employees are required to obtain all required qualifications (for example -- ET Test, BOR, FPBL, MO1, PTC, EREG, BTCO) within 180 days in order to qualify for an EM position. For newly-hired EMs, there is an additional 120 day qualification period exclusively to extend the time in which employees are required to obtain their Commercial Driver's License. Extensions can be requested for extenuating circumstances; however, such requests must be approved by both the Carrier and the IBEW General Chairman or his designated representative. Every effort needs to be made to complete all qualifications within the applicable time frame.

Q: If the carrier wants to convert an ET or MT position to an EM, am I forced to take the EM position?

A: The carrier will determine where EM positions make the most business sense. Not all locations will have EM positions. No one will be displaced if they are offered an EM position and do not accept it. Positions will be offered to the most senior employee and if that employee does not want the EM position it will be offered to the next senior employee. If no employees want the EM position, then the carrier will wait until there is an open position at the location and it will then be bulletined as such.

Q: When EM's are hired off the street, will they get seniority on the EM, ET, and MT rosters?

A: They will be placed on the EM roster only, they will not be on the ET or MT roster.

Q: If an EM was a new hire and only has EM seniority and wants to bid an ET or MT position, do they have seniority on the other two rosters and can they bid a different job?

A: This is no different than MT's bidding ET positions. EM's can bid an ET or MT position; however, if there is an employee with existing seniority on the roster of the positioned bulletined, that employee would be awarded the position before someone having only EM seniority. An EM would be awarded an ET or MT position if it goes unbid by someone having ET or MT seniority. Additionally, an EM could place themselves on an open, unbid ET or MT position.

Q: What if an EM and a MT are the only bidders on an open ET bulletined position and it goes unbid by any ET's, who is the position awarded to?

A: The position is awarded to whoever has the most seniority on their current roster.

Q: Who would an EM report to if there is no EM Foreman?

A: The EM would report directly to the TMM, or other supervisor designated by the TMM.

Q: What is the territory of an EM? Would it follow ET or MT territory for the shop they report to?

A: The Carrier's expectation is that, if an ET position is converted to an EM position, the territory would follow the ET territory. Conversely, if an MT position is converted to an EM position, the territory would continue to follow the MT territory. This general expectation is subject to change based on the needs of the business.

If it is a new position, it will be designated to follow either the ET territory or the MT territory. The designation of the assigned territory will be noted on the job bulletin.

Q: Will EM positions be bulletined as Relief positions?

A: EM positions could be bulletined as a Relief positions but this will be on a case by case basis. For example, it likely would not make sense to bulletin an EM Relief position in a 1 or 2 person shops.

Jeff Allred's Travel 3rd-4th Quarter 2024:

August 19—21, 2024 – Oklahoma City, OK – System Council 16 Audit

August 27—29, 2024 – Michigan City, IN – NICTD Negotiations

September 16—19, 2024 – Minneapolis, MN – BNSF LAT Meeting

September 25—27, 2024 – Amarillo, TX – File Storage Cleanout

October 6—11, 2024 – Myrtle Beach, SC – Railroad Conference

November 3—6, 2024 – Michigan City, IN – NICTD Negotiations

November 11—15, 2024 – Sarasota, FL – CN Arbitration

December 3—6, 2024 – Virginia Beach, VA – BNSF Arbitration

December 9—11, 2024 – Michigan City, IN – NICTD Ratification Vote

December 12—13, 2024 – Tulsa, OK – BNSF Shop Visit

December 16—20, 2024 – Washington, DC – BNSF Ratification Vote

Jeff Burk's Travel 3rd-4th Quarter 2024:

July 8—12, 2024 - Nashville, TN – IBEW SC7 Convention

July 18—19, 2024 – Fort Worth, TX – BNSF Mechanical Meeting

August 5—9, 2024 – Amarillo, El Paso, Belen – Local 1146 and 1199 Meetings

August 13—15, 2024 – Fort Worth, TX – BNSF SAC Meeting

August 19—21, 2024 – Oklahoma City, OK – IBEW SC16 Audit Committee Meeting

September 16—19, 2024 – Minneapolis, MN – BNSF LAT

September 24—27, 2024 – Amarillo, TX – Close Storage Unit

October 1—3, 2024 – Kansas City, KS – BNSF Telecom Meeting at CRF

October 5—10, 2024 – Myrtle Beach, SC – IBEW Railroad Conference

November 5—8, 2024 – Minneapolis, MN – BNSF LAT Meeting and LU 886 Meeting

December 3—6, 2024 – Virginia Beach, VA – BNSF Arbitration and Staff Meeting

December 9—12, 2024 – Michigan City, IN – NICTD Ratification Vote

December 16—20, 2024 – Washington, DC – BNSF, NS, and CSX Ratification Vote

Brad Carothers' Travel 3rd-4th Quarter 2024:

July 8—12, 2024 – Nashville, TN – IBEW SC7 Convention
July 18—19, 2024 – Fort Worth, TX – BNSF Mechanical Meeting
August 7, 2024 – San Angelo, TX – Subcontractor Investigation
August 19—21, 2024 – Oklahoma City, OK – IBEW SC16 Audit Committee Meeting
September 26—27, 2024 – Amarillo, TX – Close Storage Unit
October 5—1, 2024 – Myrtle Beach, SC – IBEW Railroad Conference
November 5—8, 2024 – Minneapolis, MN – BNSF LAT Meeting – Local 886 Meeting
November 11—15, 2024 – Sarasota, FL – CN Arbitration
November 19, 2024 – Brownwood, TX – Investigation
December 3—6, 2024 – Virginia Beach, VA – BNSF Arbitration – Staff Meeting
December 16—20, 2024 – Washington, DC – BNSF, NS and CSX Ratification Vote

Mike Tschacher's Travel 3rd-4th Quarter 2024:

July 15—16, 2024 – Chicago, IL – Investigation, Local 533
August 5—9, 2024 – TX & NM – Local 1146 and 1199 Membership Visits
August 14—17, 2024 – Everett, WA – Local 1769 Investigation
August 19—21, 2024 – Oklahoma City, OK – IBEW SC16 Audit Committee Meeting
August 26—29, 2024 – Michigan City, IN – NICTD Contract Negotiations
October 5—11, 2024 – Myrtle Beach, SC – IBEW Railroad Department Conference
November 3—16, 2024 – Michigan City, IN – NICTD Agreement Negotiations
November 18—20, 2024 – Lincoln, NE – Investigation, Local 1022
December 3—6, 2024 – Virginia Beach, VA – Arbitration, PLB 6987
December 16—20, 2024 – Washington, D.C. – BNSF T/A Ratification Vote Count;
Meetings

**SYSTEM COUNCIL 16, IBEW
FINANCIAL REPORT - 4th Quarter 2024**

SAVINGS CERTIFICATE STATEMENT:	BALANCE
Mid Country	\$112,771.70
Freedom Bank of MO CD 2	\$157,630.12
Freedom Bank of MO CD 3	\$226,914.91
Freedom Bank of MO CD 4	\$228,121.63
Freedom Bank of MO CD 5	\$155,537.47
TOTAL SAVINGS CERTIFICATES	\$880,975.83
 GENERAL FUND (SAVINGS ACCOUNTS)	
Freedom Bank of MO	\$324,745.71
 CONVENTION FUND (CHECKING ACCOUNT)	
Bank of America	\$169,088.42
 MISC. INCOME	
 CHECKBOOK ENDING BALANCE - MIDCOUNTRY BANK	 \$147,527.74
 TOTAL - ALL ACCOUNTS	 \$1,522,337.70

**SYSTEM COUNCIL 16, IBEW
FINANCIAL REPORT - 4th Quarter 2024**

PER CAPITA TAX RECEIPTS:

<u>L.U.</u>	<u>October</u>	<u>November</u>	<u>December</u>
366	\$6,654.40	\$3,259.20	\$3,259.20
418	\$4,063.60	\$4,132.20	\$4,074.00
452	\$5,412.60	\$0.00	\$5,354.40
506	\$9,851.70	\$0.00	\$9,370.20
533	\$4,654.15	\$4,717.25	\$0.00
547	\$18,216.60	\$9,079.20	\$9,079.20
708	\$458.25	\$523.80	\$523.80
757	\$7,934.80	\$7,614.40	\$15,840.19
778	\$4,425.65	\$4,590.45	\$4,481.40
783	\$3,201.00	\$3,201.00	\$3,201.00
784	\$930.75	\$1,047.60	\$1,338.60
866	\$0.00	\$27,237.60	\$0.00
881	\$5,085.70	\$10,795.80	\$5,470.80
886	\$2,613.45	\$2,677.20	\$5,005.20
906	\$245.05	\$220.55	\$232.80
946	\$0.00	\$0.00	\$0.00
959	\$12,629.40	\$6,283.15	\$0.00
1022	\$17,378.60	\$0.00	\$8,846.40
1023	\$0.00	\$0.00	\$30,164.69
1146	\$1,804.20	\$0.00	\$3,608.40

**SYSTEM COUNCIL 16, IBEW
FINANCIAL REPORT - 4th Quarter 2024**

PER CAPITA TAX RECEIPTS:

<u>L.U.</u>	<u>October</u>	<u>November</u>	<u>December</u>
1155	\$0.00	\$0.00	\$0.00
1199	\$2,619.00	\$2,502.60	\$2,444.40
1517	\$0.00	\$5,645.40	\$11,174.40
1559	\$2,503.05	\$1,224.20	\$1,222.20
1769	\$0.00	\$8,407.66	\$0.00
1856	\$7,852.10	\$0.00	\$15,711.55
2355	\$0.00	\$2,080.05	\$2,377.20
TOTAL	\$118,534.05	\$105,239.31	\$142,780.03

NOTE: \$55.20 Per Capita Tax + \$2.00 deposited to S.C. Convention Fund + \$1.00 to Railroad Legal Fund (RRCC) = \$58.20