

International Brotherhood of Electrical Workers



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Asst. General Chairman

June 6, 2013

TO: Presidents – Local Chairman – Recording
Secretaries – Committeemen
IBEW System Council 16/BNSF Local Unions

Brothers and Sisters:

Enclosed please find a copy of a Memorandum of Agreement executed by this office and effective May 28, 2013. In accordance with the IBEW Constitution and System Council Bylaws, the proposed Agreement was submitted to International President Hill for approval and approved as presented. While the agreement is self-explanatory, I am providing you a brief synopsis below.

System Council 16 has been discussing this agreement for quite some time now, since BNSF approached me about it in March 2012. Negotiations intensified in March of this year, with many proposals going back and forth between us and BNSF, until an agreement was finally reached at the end of May. Many terms BNSF originally proposed and that we objected to are no longer in the agreement, and many terms that we wanted that were not in the initial proposal have been added. The final result is a compromise agreement that I believe is win-win for us and BNSF.

We and BNSF both understand that this agreement is a work in progress, i.e. there will be additional issues to address to meet the needs of the parties as we work through the development of the training and testing, and as the positions are implemented. As such, we inserted provisions into the agreement to address issues that may arise. The Agreement also provides for expedited handling of contractual disputes arising directly from the rules of this specific agreement. When such a dispute does arise, it should first be discussed between local management and the local union representative. If the dispute cannot be resolved at this level, it will be progressed directly to the General Chairman and he will file the grievance with the railroad, the time limits in the controlling agreements to apply. So if you have a dispute locally that cannot be resolved, my office must list the grievance with the General Director of Labor Relations within 60 days. This was done solely in order to expedite the process, not to cut the local union representatives out of the process. If a dispute can't be resolved through discussions at the local level in a reasonable amount of time, say a

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week or two, it can then be progressed by my office to the Director's level immediately. We are hopeful that with the cooperation of local management and the local union that the parties have committed to, most disputes will never reach the General Chairman level.

This is a two part agreement which addresses "Apprentice Proficiency" and establishes "New Journeymen Levels."

Apprentice Proficiency – This part of the agreement modifies the January 1, 2003 Apprentice Agreement. It provides that BNSF IBEW Apprentices can "promote out" of the apprenticeship program to the position of journeyman any time during the 976 day apprenticeship training period as long as they pass standardized written and practical tests. The rules governing such are outlined in the agreement. There are no other changes to the provisions of the January 1, 2003 agreement.

New Journeymen Levels - Part 2 of the subject agreement provides for two new Journeymen levels within the Mechanical Department, thereby establishing 3 levels of Journeymen.

Level 1 Journeymen – These electrician positions are the positions we presently have in the Mechanical Department. There are no changes in this level of Journeyman Electricians.

Level 2 Journeymen – These specialized positions will be established by BNSF for the purpose of troubleshooting BNSF's most technical equipment, and will pay a rate 5% above the Level 1 rate of pay. They will be available to our members who demonstrate advanced skills and knowledge of electricity and electronics by passing standardized tests being developed by an outside consulting firm, in cooperation with the IBEW and BNSF. These positions will be advertised in the normal manner and awarded strictly on a seniority basis to any IBEW member who has passed the Level 2 tests.

Level 3 Journeymen – Electricians holding these exclusive positions are to provide a high level of certain technical training, servicing, inspecting, etc. on BNSF locomotives. The pay rate for these positions will be 10% above the Level 1 rate of pay, and will be monthly rated based on 213 hours per month. In order to bid on these positions, a journeyman must have passed the Level 2 test.

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Additional minimum standards for these positions will be established by BNSF in cooperation with the IBEW. These positions will be awarded in accordance with Paragraph 4 of the Level 3 provisions. Due to the fact that these are monthly rated positions, they will come under some special rules for monthly rated employees as outlined in the agreement.

The rates of pay for these positions will be: Level 1 – present rate \$27.37 p/h (job bulletin dated February 2013) - \$4,744.13p/m, Level 2 - \$28.74p/h - \$4,981.16p/m), and Level 3 – \$30.11p/h x 213 = \$6,413.43p/m. These rates are based upon my calculations and may vary slightly. As stated in the last paragraph of the agreement, “All other rules of the controlling labor agreements remain applicable other than those identified” in this Agreement.

Technology in the rail industry is becoming more advanced day by day. We negotiated this agreement in an effort to put our members and the IBEW in the forefront of addressing these technological challenges. The goals are to continue to develop and improve the skills of our members through training so that we will be able to competently tackle the challenges of the future. I believe that by doing so our craft will gain more work that we rightfully deserve, that contracting out of work will be reduced, and that BNSF will bring new work on to the property, the final outcome hopefully being more IBEW members on BNSF. This is something I have been striving to do for many years, and I believe this agreement provides us that avenue. I believe this agreement is in the best interests of our membership and of the IBEW. Remember, no one will be forced to take the Level 2 test, and no one will be forced to bid on these positions. The only members who have to take the tests are those who desire to obtain these advanced journeymen positions.

I pledge to you my total support and that of my staff to see to it that this agreement implemented fairly and succeeds, and I have the full support of the IBEW Railroad Department. Furthermore, I have that same pledge from BNSF management, both Labor Relations officers and Mechanical Department officials, including Chief Mechanical Officer Brandon Mabry. In fact, Mr. Mabry has already committed his full support in establishing an implementation committee consisting of management members the Company will appoint, and IBEW members including myself, Assistant General Chairman Darrel Patterson, and two System Council 16 Executive Board members - Brothers Jeff Allred and Mike Cumpston. I am truly excited about moving this matter forward.

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If you have any questions or concerns, please do not hesitate to contact this office. Please assure this information is made available to all members of your locals.

In solidarity,

A handwritten signature in dark ink, appearing to read "Dale E. Doyle", with a long horizontal flourish extending to the right.

Dale E. Doyle
General Chairman

DED/dgw (OPEIU)

Attachments

MEMORANDUM OF AGREEMENT

Between

The Burlington Northern Santa Fe Railway Company

And

System Council 16 of the International Brotherhood of Electrical Workers

This agreement provides for 1) a proficiency consideration in the existing electrician apprentice agreement (which was effective January 1, 2003), and 2) the creation of three levels of journeyman status for Mechanical Department Electricians. This agreement modifies any conflicting provisions in the following agreements: the September 1, 1974 Agreement (between the Atchison, Topeka and Santa Fe Railway Company and its employees represented by System Federation No. 97, Railway Employees' Department, AFL-CIO); the April 1, 1983 Agreement (between the Burlington Northern Railroad Company and its Mechanical employees.

I. Apprentice Proficiency

Section A. of the Apprentice Agreement (effective January 1, 2003) is modified as indicated in the underlined sections below:

Types of Apprentices and Training Period – There shall be a single class of apprentice, consisting of regular apprentices who shall serve up to eight training periods totaling 976 days, based on tested proficiency, as evaluated by BNSF.

Employees may be promoted to journeymen anytime during the 976 day period, provided they pass all standardized proficiency tests, both written and practical, which will be uniformly administered. These tests shall be established by BNSF, and "computer-based testing" shall be the preferred method for the "written" tests. Employees who are promoted to journeymen as a result of this agreement change will be paid 100% journeyman's pay (Level 1 – see below) upon their promotion to journeyman and will have their seniority assigned per Section I. of the existing Apprentice Agreement (effective January 1, 2003), except that apprentices will not be given superior journeymen seniority dates over otherwise senior apprentices, because of proficiency related promotions.

II. New Journeymen Levels (Applicable to Mechanical Department Electricians)

Level 1:

Existing journeyman positions (as delineated in the above cited agreements) will be treated as "Level 1 Journeymen", and will constitute the basic and most common level of journeyman electrician – subject to existing pay-rates and rules of assignment.

Level 2:

Positions in this category will be established at the discretion of BNSF. Journeymen Electricians may bid on these Level 2 positions only after proving their ability and aptitude based on standardized written and practical tests administered by BNSF. These tests shall be established by the BNSF Training Department, in cooperation with the General Chairman or his designated representative, management to make the final decision. Once these journeymen have qualified for Level 2 status, they will be eligible to bid on Level 2 positions based on their established and respective seniority dates – subject to periodic retesting and requalification, no more than once annually. Employees awarded such positions will be paid a 5% pay premium, rolled into their basic rate of pay, above the standard "Level 1 Journeyman" electrician position. They will be able to bid to specialized positions (including troubleshooting) available only to Level 2 qualified journeymen. Nothing shall prohibit these journeymen from performing work which may be performed by a Level 1 Journeyman.

Level 3:

This exclusive group of journeymen is to provide a high level of certain technical training, servicing, inspecting, installing, repairing, troubleshooting, diagnostic testing, and maintenance on locomotives. BNSF will establish minimum qualifications, which will include having taken and passed the Level 2 Journeyman test, in cooperation with the General Chairman or his designated representative, management to make the final decision. Nothing shall prohibit these Level 3 journeymen from performing work which may be performed by Level 1 or Level 2 Journeymen.

The following applies to Level 3 Journeymen:

1. All Level 3 positions shall be assigned by bulletin (subject to the terms of this agreement) and shall have one assigned rest day, Sunday, if practical. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest days. Rest days of relief positions, if these positions exist, will be established at the discretion of local management.
2. Each Level 3 employee will be paid at a monthly rate of 10% pay premium above the current (Level 1) journeyman hourly rate, based on 213 hours/month (subject to future general wage increases); this includes compensation for any and all skill or other differentials, and also includes pay for holidays and vacations. However, employees required to work holidays or their scheduled vacation days shall receive the hourly rate at time and one half for all hours worked on such days.
3. To determine the straight-time hourly rate, the monthly rate will be divided by 213. No overtime will be allowed for time worked in excess of eight (8) hours per day, for time worked in excess of 40 hours per week, or for work on the sixth day of the work week (but where the total monthly hours worked exceeds 213, those hours exceeding 213 will be paid at time-and-one-half overtime rate); on the other hand, no time will be deducted unless the employee lays off on his own accord. Rule 14 of the September 1, 1974 ATSF Agreement regarding monthly rates will otherwise apply, with the exception of Paragraph (f).

4. Level 3 positions will be established and bulletined at the locations where such positions are desired by BNSF. To bid on a Level 3 position, an employee must be Level 2 qualified. Local management and the Local Chairman shall review all applications, considering their qualifications, work history, and seniority. If fitness and ability are equal, seniority will govern; however, in the event they fail to agree, management will make the final decision.
5. At locations where more than one Level 3 position is established, consideration will be given to seniority, when practical, in scheduling employees.
6. An employee selected to a Level 3 position will be required to complete at least six months of service on the position before being allowed to bid to a different position or vacate the position. And it is understood that due to the nature of these positions, they are not subject to bumps or displacements by other employees. BNSF may hold an employee who has successfully bid off of an Level 3 position (or vacated the position for other reasons) following six months of service, for up to three months while a replacement employee is selected and trained.
7. Employees assigned to Level 3 positions at a given location may be utilized on a temporary basis, not to exceed six (6) continuous days, including travel time to and from the other location, at other locations on BNSF without BNSF being subject to claims for utilizing these employees at the other locations (these Level 3 employees will be allowed travel time and necessary reasonable expenses and company provided lodging). In assigning employees to such temporary assignments, Level 3 journeymen at the originating location will be offered such positions in seniority order, and if there are no volunteers, the junior Level 3 will be assigned to the temporary work.
8. All employees assigned to these positions shall be subject to the provisions of the Union Shop Agreement.

Note 1: Any testing that will be made available to employees under the terms of this Agreement will be advertised to employees at that location in advance of the testing. Once testing is developed for Level 2 positions, BNSF will provide notice to all IBEW mechanical employees. Level 2 testing will consist of two parts that can be taken at different times. One part which will consist of a validated written on-line test and one part will consist of a proficiency demonstration of skills test. For the initial test, notice will be given at least 45 days in advance and will identify the general areas covered on the test. Employees may initiate subsequent testing when three or more employees per location request to take the test. Employees cannot test more than once in a six-month period and must receive some kind of remedial training, as necessary, to retest the part, written and/or proficiency demonstration of skills, they previously failed. Testing will be afforded to all IBEW Mechanical Department employees requesting such, based on seniority. Moreover, computer-based training for promotion to Level 2 status, when available, shall be made accessible to Level 1 Journeymen

desiring such training, with training to be done on an employee's own time. Additional training may be provided, at the discretion of BNSF.

Note 2: Recognizing the intricacies in developing this program and understanding that changes in the workplace and work force will occur as it evolves, BNSF and IBEW will cooperate in discussing the types of functions generally to be performed by Level 2 and Level 3 Journeymen at the various IBEW represented employee staffed locations.

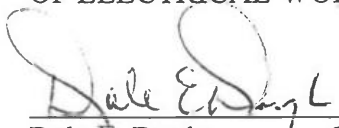
To ensure a fair and equitable implementation and application of this agreement, the General Director of Labor Relations and the General Chairman agree to meet anytime (as mutually agreed to) within a year following implementation of the agreement to discuss any and all issues of concern, including possible violations of said agreement, in an effort to resolve all disputes. All disputes stemming from violations of the specific rules of this agreement shall be handled through expedited arbitration, i.e. local claims handling shall be bypassed and the dispute handled directly between the General Director of Labor Relations and the General Chairman (the time-limit provisions of the controlling agreements apply). Following the initial meetings, additional meetings may be held once every year. The foregoing shall not prevent the parties from meeting more often if mutually agreed to. Furthermore, following the initial meeting the parties may, if mutually agreed to, forgo future meetings. The only issues to be progressed to arbitration as outlined above are those related directly to violations of this agreement. All other matters shall be handled under the grievance procedures as outlined in the controlling agreement.

The Agreement, and its application, is not to be considered as a precedent and it shall be without prejudice to the positions of any party on any subject contained herein. It is also agreed that this Agreement, and its application, shall not be referred to in any other proceeding of any kind whatsoever, excepting only a proceeding to enforce the terms of the Agreement. All other rules of the controlling labor agreements remain applicable other than those identified herein.

Effective May 28, 2013.


FOR:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS


Dale E. Doyle June 5, 2013
General Chairman - IBEW System Council 16

FOR:

THE BNSF RAILWAY COMPANY


Robert S. Karov
AVP - Labor Relations

Ollie D. Wick

Ollie D. Wick
General Director - Labor Relations

APPROVED:

Jeffrey B. Wright
Jeffrey B. Wright
Vice President - Mechanical

EMPLOYES REGULARLY ASSIGNED TO ROAD WORK PAID ON MONTHLY BASIS

Rule 14

(a) Monthly rated employees with rates comprehending 212-1/3 hours per month shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day. Except for the one rest day per week, such monthly rates shall cover all services rendered. No overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

Ordinary maintenance or construction work will not be required on the 6th day of their work week without additional compensation. Employees shall hold themselves available for service on the sixth day of their work week without additional compensation. If available and not worked on the sixth day, or if worked less than a full day on such sixth day, there shall be no reduction in compensation.

When, under unusual circumstances, employees are required to perform ordinary maintenance or construction work on the sixth day, they will be allowed additional compensation at pro rata rate with minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will be allowed.

To determine the straight time hourly rate, divide the monthly rate by 212-1/3 hours. Such employees working a fractional part of a month shall be paid a pro rate of the monthly rate based on the calendar days of the month less rest days. So long as the monthly rates remain in effect for such employees on this basis, future wage adjustments shall be based on the factor of 212-1/3 hours.

The sixth day in the work week of six day per week monthly rated employees shall be considered a workday for vacation and vacation qualifying purposes. The number of qualifying days for vacation purposes applicable to hourly rated employees subject to this Agreement shall also apply to these six day per week monthly rated employees

(b) Employees paid under this rule who are required to work on designated holidays will be allowed additional compensation at pro rata rate with minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will be allowed. Employees paid under this rule who check for mail and wires on specified holidays shall not be entitled to pay therefor as this is not considered work. On the other hand, any work performed, including time waiting and traveling, shall be considered in arriving at the dividing point between two (2) and four (4) hours for the purpose of allowing pay.

(c) The regularly assigned road men under the provisions of this rule may be used, when at headquarters, to perform work in connection with their regular assignments.

(d) Where meals and lodging are not furnished by the Company or when the service requirements make the purchase of meals and lodging necessary while away from headquarters, employees will be reimbursed for such actual necessary expense.

(e) When in the judgment of the Management conditions will permit, employees regularly assigned to road work and paid on a monthly basis in accordance with this rule, will be permitted to make weekend trips to their home station without loss of time, provided they will be back on their assignment ready to start their day's work on Monday at regular starting time. Free transportation will be provided, but no personal expenses will be paid at the home station.

(f) If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment.