

AGREEMENT  
Between the  
UNION PACIFIC RAILROAD COMPANY  
and the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
SYSTEM COUNCIL #2

\*\*\*\*\*

In order to establish a progression career path for Telecommunications Department employees working under the collective bargaining agreement between the Union Pacific Railroad Company and International Brotherhood of Electrical Workers:

IT IS AGREED:

It is in the best interest to provide measures to allow employees in the telecommunications craft training, experience and skills for advancement to higher level positions within the craft. Additionally, it is important that employees possess the necessary skills and training to undertake the implementation of new technology in the future. Therefore, it is the parties' intent to make the following changes to the Collective Bargaining Agreement dated January 1, 2003, to be effective March 1, 2013:

- I. Changes to Rules 4, 5 and 10

**RULE 4. CLASSIFICATION OF WORK AND QUALIFICATIONS.**

**(A) ELECTRONIC TECHNICIAN**

(1) An Electronic Technician shall possess a thorough knowledge of electronic theory, understand the operation of electronic components, and circuits, and must be able to read and understand electronic schematics. Electronic Technicians must be familiar and competent in the operation of test equipment such as, but not limited to, multimeters, frequency counters, watt meters, service monitors, spectrum analyzers, frequency generators, frequency selective level meters, transmission test sets, digital transmission testers, and other types of telecommunications test equipment. Electronic Technicians shall be required to operate any hand and power tools needed to accomplish the work. Electronic Technicians shall possess advanced computer skills. Electronic Technicians will perform their assigned work without direct individual supervision.

(2) An Electronic Technician must possess a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school. An Electronic Technician shall be classified as an Electronic Technician C until completing all required training and obtaining a Federal Communication Commission General Radiotelephone Operator license, at which time the employee will be promoted to Electronic Technician B. However, any Electronic Technician C who fails to complete the required training and/or fails to obtain a Federal Communication Commission General Radiotelephone Operator License, or equivalent within the two hundred forty-four (244) work days of service will relinquish any and all seniority rights and the employee will be considered as voluntarily resigned from the service of the Carrier.

If a new hire has obtained a Federal Communication Commission General Radiotelephone Operator license and has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, management shall place the new hire as an Electronic Technician B.

An Installation Technician A or Lead Installation Technician who obtains a Federal Communication Commission General Radiotelephone Operator license and has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, may make application for a new or vacant position within any Electronic

Technician district roster. If no bids are received by the current district roster employees or by an Electronic Technician desiring to transfer from another seniority district, then the senior Installation Technician A or Lead Installation Technician applying for such position will be awarded the position and placed on the applicable roster as an Electronic Technician B. Existing rules and understandings relating to transfers will apply to the establishment of seniority in this instance.

A District Installation Technician who obtains a Federal Communication Commission General Radiotelephone Operator license, has a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience, and has two hundred forty-four (244) working days of service as a District Installation Technician will be reclassified to an Electronic Technician B at his or her current location. A District Installation Technician so reclassified will have his or her rate of pay preserved until promoted to Electronic Technician A. The establishment of seniority as an Electronic Technician under this provision, the seniority date on the appropriate Class 1 roster will be the date the employee was promoted to District Installation Technician.

A District Installation Technician or Installation Technician who advances to an Electronic Technician position is required to maintain the qualifications required under Rule 4, C (3), subject to the actual physical requirements of their assignment and applicable law.

(3) An Electronic Technician shall be classified as an Electronic Technician B for four hundred eighty-eight (488) working days of service. An employee completing four hundred eighty-eight (488) working days of service as an Electronic Technician B shall be promoted to position of Electronic Technician A. It is understood the promotion from Electronic Technician B to Electronic Technician A is based only on time in grade.

(4) (a) Employees holding the position of Senior Electronic Technician as of December 31, 2008 will be grandfathered in that position subject to the conditions of being available for after hour calls, unless other arrangements have been made with proper authority and successfully completing any new technology training labs related to their work as required with a passing grade. The employee will be given two (2) opportunities to do so, except as otherwise agreed to by the General Director of Telecommunications and the General Chairman.

Any grandfathered Senior Electronic Technician who fails to maintain the requirements listed above will revert to their former Electronic Technician position. It is understood that such reversion is not considered discipline and that the Carrier is not subject to any claim on behalf of an Electronic Technician who fails to maintain the requirements listed above. A grandfathered Senior Electronic Technician may upon thirty (30) days written notification to his manager and local chairman, return to his or her former Electronic Technician classification.

(b) As of January 1, 2009, the position of Senior Electronic Technician will be a bid position, filled based on business need as determined at the sole discretion of management. A Senior Electronic Technician will be responsible for an assigned location or territory and will be required to direct the work of Installation Technicians and/or Electronic Technicians on their assigned projects or territory.

Senior Electronic Technicians will make themselves available for after hour calls, unless other arrangements have been made with proper authority, and must successfully complete any new technology training labs related to their work as required with a passing grade. The employee will be given two (2) opportunities to do so, except as otherwise agreed to by the General Director of Telecommunications and the General Chairman. Additionally, qualified applicants must demonstrate the ability to be self-directed and be focused on leading those assigned to work under their direction.

Senior Electronic Technician positions will be filled by seniority and qualifications in the following order:

- i. Electronic Technicians on the District Roster;
- ii. Electronic Technicians on other rosters;
- iii. Qualified Installation Technician or Shop Technician;

- iv. External qualified candidate, subject to meeting the requirements of Rule 4(C)(3).

If management determines that an individual filling a bulletined Senior Electronic Technician position does not demonstrate the aptitude for the position within ninety (90) working days, the Senior Electronic Technician may be disqualified from the position. Prior to the disqualification of the Senior Electronic Technician, the manager will meet with the employee and the Organization's representative to discuss corrective actions that are required by the Senior Electronic Technician. If after a reasonable time, not more than ninety (90) working days, satisfactory progress has not been made, the Senior Electronic Technician may be removed from the position without the right of a formal investigation, and allowed to exercise seniority pursuant to Rule 16.

(5) (No Changes)

(B) SHOP TECHNICIAN. (No Changes)

(C) INSTALLATION TECHNICIAN.

(1) Installation Technicians shall be qualified and assigned to building, installing, repairing and maintaining (other than leased) line wires, service wires, cables, overhead and underground conduits, cable termination, cable protection, grounding, building wiring, together with their supports, cable trays, cable ladders, wiring closets, equipment racks; batteries, rectifiers and radio antennas, coax, heliax, wave guide connectors and mounting brackets; microwave and radio tower work; and all similar work in connection with Telecommunication plants.

(2) Installation Technicians hired on or after the date of this Agreement shall possess a two (2) year Associate Degree or greater in Electronic Technology from a generally recognized school or equivalent experience and pass an initial hiring exam. If a question arises as to the extent of an individual's experience local management and the local chairman will meet to determine if the individual has the requisite experience. If an impasse is reached the General Director Telecommunications and General Chairman will review the individuals qualifications for final determination.

(3) Installation Technicians hired on or after the date of this Agreement will be required to obtain a COL license and become certified to climb poles and towers within one hundred and twenty (120) working days of being assigned to the position. In addition to the conditions contained in Rule 20 (A), any new employee hired as an Installation Technician who fails to complete these requirements within the one hundred and twenty (120) working days of service will relinquish any and all seniority rights and the employee will be considered as voluntarily resigned from the service of the Carrier. The one hundred and twenty (120) working days may be extended by mutual agreement of the Carrier and Organization, in writing, due to unusual circumstances which caused the new employee to have no opportunity to complete these requirements within the allotted time limits. Necessary training and certification will be conducted during assigned working hours without loss of pay. This section does not eliminate the requirement for Installation Technicians hired previous to the date of this Agreement to have or maintain a CDL license or climbing certification if they had previously been required to have such for their assigned position.

(4) An Installation Technician A may bid for District Installation Technician position(s). The senior applicant will be awarded the position and placed on the applicable roster as a District Installation Technician. If there are no Installation Technician As that bid for District Installation Technician position(s), Installation Technician Bs may bid and be considered for such position(s). Installation Technician Bs will be considered in seniority order for assignment to the District Installation Technician position, all other factors being equal. Existing rules and understandings relating to transfers will apply to the establishment of seniority in this instance.

Installation Technician B employees must complete four hundred - eighty-eight (488) work days of service as Installation Technician B and also satisfactorily complete required training and demonstrate the ability and aptitude to become an Installation Technician A.

**NOTE:** Any individual providing sufficient verifiable documentation of three (3) years of practical experience in Installation Technician's work and is capable of executing same to a successful conclusion within a reasonable amount of time will be considered as an Installation Technician A. All documentation must be submitted to the appropriate Company manager within ninety (90) working days of hire.

(5) Installation Technicians shall be required to operate any hand and power tools needed to accomplish the work. Installation Technicians must be familiar and competent in the operation of test equipment such as, but not limited to, voltmeters, ground meters, time domain reflectometers, optical time domain reflectometers, cable locators, wave guide analyzers, LAN/DATA cabling meters, amp meters, battery testers, SWR meters, optical fiber meters and other types of telecommunications test equipment utilized to accomplish the work, and similar work, without individual supervision.

**(D) DISTRICT INSTALLATION TECHNICIAN.**

(1) District Installation Technicians shall be qualified and assigned to building, installing, repairing and maintaining (other than leased) line wires, service wires, cables, overhead and underground conduits, cable termination, cable protection, grounding, building wiring together with their supports, cable trays, cable ladders, wiring closets, equipment racks; batteries, rectifiers and radio antennas, coax, helix, wave guide connectors and mounting brackets; microwave and radio tower work; including the installation and removal of telecommunications equipment (other than leased) mutually identified and agreed upon by the General Director Telecommunications and the General Chairman; and all similar work in connection with Telecommunication plants.

(2) District Installation Technicians will be classified as such on the Class 1 Roster.

(3) District Installation Technicians must meet the qualifications for Installation Technicians in Rule 4, Section C.

(E) It is not intended that this Rule 4 has anything contained herein that would infringe upon other crafts' classification of work rule or practices.

**RULE 5. RATES OF PAY.**

A) **RATES OF PAY.** Effective July 1, 2012, the rates of pay for the classifications set forth in Rule 4 are as follows:

Senior Electronic Technician (bulletined) .....	\$ 32.75
Senior Electronic Technician (grandfathered) .....	\$ 31.61
Electronic Technician A .....	\$ 28.49
Electronic Technician B .....	\$ 26.95
Electronic Technician C .....	\$ 24.03
District Installation Technician .....	\$ 27.35
Senior Shop Technician .....	\$ 27.69
Shop Technician (with A+ certification) .....	\$ 26.55
Shop Technician (no A+ certification) .....	\$ 25.99
Installation Technician A .....	\$ 27.35
Installation Technician B .....	\$ 23.59

*NOTE 1: For employees with preserved rates of pay, please see Appendix W*

*NOTE 2: None of the above rates include any skill differential, however, the above rates reflect cost of living adjustments.*

**RULE 10. SENIORITY CLASSES.**

Seniority classes shall be as follows:

- CLASS 1 Senior Electronic Technician  
Electronic Technicians (Class A, Band C)  
District Installation Technicians
- CLASS 2 Shop Technicians
- CLASS 3 Installation Technician (Class A and B)

**II. Implementation**

Issues of interpretation or disputes arising from this Agreement and attachments will be handled with the General Chairman and General Director of Labor Relations in accordance with the provisions of the Collective Bargaining Agreement.

Please acknowledge your agreement by signing in the space provided below.

Yours truly,  
*/s/ Sharon Boone*

*/s/ Jim Wisniski*  
Jim Wisniski

March 1, 2013

#1

Mr. Jim Wisniski  
General Chairman, IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Dear Sir:

This refers to the language regarding the position of Senior Electronic Technician in Rule 4, Section A (4) (b) of the Agreement dated March 1, 2013.

Rule 4, Section A (4) (b) referenced above provides, in pertinent part, that the position of Senior Electronic Technician will be a bid position, filled based on business needs as determined at the sole discretion of management.

It is understood any bid Senior Electronic Technician who fails to maintain the requirements listed in Section I (A) of the above referenced Agreement will revert to the status of an Electronic Technician. It is understood that such reversion is not considered discipline and that the Carrier is not subject to any claim on behalf of an Electronic Technician who fails to maintain the requirements listed in Section I (A).

Please acknowledge your agreement by signing in the space provided below.

Yours truly,

/s/ Sharon Boone

/s/ Jim Wisniski

Jim Wisniski

Side Letter #3

December 3, 2008

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Dear Sir:

This letter is with regard to the Agreement signed on this date, effective January 1, 2009, covering positions, work, progression and pay for employees covered by the Collective Bargaining Agreement dated January 1, 2003.

It is agreed that, in the event, a District Installation Technician position is abolished, the incumbent will be allowed to displace on the Installation Technician system roster while furloughed on the District Technician roster.

If this accurately reflects our agreement, please indicate your approval by signing below.

Sincerely,

/s/ Andrea Gansen

AGREED:

/s/ Jim Wisniski

General Chairman IBEW

UNION PACIFIC RAILROAD  
1400 Douglas Street, STOP 0710  
Omaha, NE 68179

Michael D. Phillips General Director

P 402 544 4112

June 9, 2010

280-4  
280-32

Mr. Jim Wisniski  
General Chairman 18EW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Dear Sir:

This letter is to confirm our discussions regarding the rate of pay applicable to District Installation Technicians (DITs). As we discussed, pursuant to Rule 5, the rate of pay for DITs is currently \$25.08 per hour, and as set forth in Rule 6E, that rate is not subject to skill differential. As set forth in Rule 4(A)(2), as amended, a DIT who meets specified requirements will be reclassified to an Electronic Technician 8, and a DIT so reclassified will have his or her rate of pay preserved until promoted to Electronic Technician A.

It has recently been brought to the parties' attention that the preserved DIT rate is less than the Electronic Technician 8 rate when skill differentials are considered. Although the rate of pay for an Electronic Technician 8 is currently \$24.72 per hour, employees assigned to Electronic Technician 8 positions also receive a skill differential of eighty-five (85) cents per hour for all hours worked pursuant to Rule 6(A).

Inasmuch as it was the parties' intent in establishing the DIT position and the reclassification provisions that employees reclassified would not have their pay reduced upon such reclassification, we agreed that employees reclassified to Electronic Technician 8 positions will be paid the Electronic Technician 8 rate of pay, plus skill differential when appropriate under by Rule 6(A), until promoted to Electronic Technician A. It was further agreed that those employees who have been reclassified from DIT positions to Electronic Technician 8 positions who have continued to receive the DIT rate will be afforded a one-time adjustment to compensate them for hours worked on the reclassified positions as if they had been subject to the rates described above.

This understanding does not change any other aspects of the collective bargaining agreement, it is made on a non-referable basis to address the unique circumstances presented, and it does not set precedent in any other matters. If the foregoing accurately sets forth our understanding, please signify your concurrence in the space provided below.

Yours truly,

/s/ Michael D. Phillips

Agreed:

/s/ Jim Wisniski Date: 6-14-10  
General Chairman IBEW



UNION PACIFIC RAILROAD  
1400 Douglas Street, STOP 0710  
Omaha, NE 68179

Michael D. Phillips      General Director

P 402 544 4112

August 3, 2010

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
North Richland Hills, TX 76180

Dear Sir:

This letter is to confirm our discussions regarding Electronic Technicians who apply for District Installation Technician (DIT) positions. As we discussed, although the DIT position was established to provide career advancement opportunities which include reclassification of DITs to Electronic Technician positions when a DIT meets specified requirements, an Electronic Technician may bid to or displace on a DIT position provided he or she possesses the qualifications associated with the DIT position. In such instances, an Electronic Technician placing himself or herself on a DIT position will continue to be paid his or her Electronic Technician rate of pay, as determined by current applicable agreement provisions, subject to the employee maintaining the qualifications associated with the District Installation Technician and Electronic Technician positions.

This understanding does not change any other aspects of the collective bargaining agreement, it is made on a non-referable basis to address the unique circumstances presented, and it does not set precedent in any other matters. If the foregoing accurately sets forth our understanding, please signify your concurrence in the space provided below.

Yours truly,

/s/ Michael D. Phillips

Agreed:

/s/ Jim Wisniski, Date: 8-6-10  
General Chairman IBEW

October 8, 2009



Andrea R. Gansen  
General Director

Files: 280-4  
280-32

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street, Suite A  
N. Richland Hills, TX 76180

Dear Mr. Wisniski:

This has reference to our discussion regarding open issues as result of the changes made to the Collective Bargaining Agreement by agreement dated December 3, 2008, as amended January 28, 2009. In order to address these issues, the Carrier and Organization have agreed as follows:

1. Rule 4 Subsection A(2) will be amended to allow a District Installation Technician to be reclassified as an Electronic Technician B after two hundred and forty-four (244) days of service, rather than four hundred and eighty-eight (488) days of service.
2. Rule 4, Subsection C(4) will be amended to remove the requirement that an employee must be an Installation Technician A for two hundred and forty-four (244) days in order to be eligible to bid to a District Installation Technician position.
3. It is understood that Installation Technicians and District Installation Technicians will be expected to retain the qualifications that were required when they were Installation or District Installation Technicians when they advance to Electronic Technician positions, subject to the actual physical requirements of their assignment and applicable law.
4. Letter of Understanding for Rule 32 (B) On-Line positions that when employees assigned to District 6 On-Line positions are lodged per Carrier instruction at a hotel that is over thirty-five (35) miles from the work site, the employees' time will begin and end at the hotel, subject to thirty day notice of cancellation by the Company.

If you are agreeable to the foregoing please signify your concurrence below. With these changes, the Agreement dated December 3, 2008, amended January 28, 2009, is amended as shown in Attachment A. All previous Side Letters and Understandings regarding the December 3, 2008 Agreement still apply. The amendments made above will be effective November 1, 2009.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea R. Gansen".

Agreed:

A handwritten signature in black ink, appearing to read "Jim Wisniski".  
General Chairman IBEW