



## **SYSTEM COUNCIL NO. 6**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**P. O. Box 648 • Powell, TN 37849 • Office 865-692-3533 • Fax 865-315-7063 • [ibewsc6.org](http://ibewsc6.org)**

August 09, 2019

EW-075-19

Brother Bohne,

In response to your instructions to the Locals represented by System Council No. 6, my office has received four responses. I have attempted to summarize the responses below. The unedited responses are attached to this correspondence. I will forward any further responses that may be received by my office between the date of this letter and the August 15, 2019 deadline.

1. Sick days
2. Better Health care (price, coverage)
3. Pay raise
4. Faster/increased Vacation
5. Elimination/conversion of monthly rate (Comm.)
6. Two weeks of single day vacation
7. Differential increases/clarifications (CET, PTC, LSE, CDL, CAB SIGNAL)
8. Expansion of bereavement leave (compensation, time, coverage)
9. Elimination of holiday bridging restrictions
10. Exempt RRB retroactive total disability annuity from Aetna Supplemental Sickness recoup
11. Adjust health insurance opt out reimbursement to reflect increases comparable with changes in the member's monthly contribution

An additional topic, unrelated to national negotiations, was submitted that is worth noting for internal addressing. The present jurisdictional boundaries of our locals result in numerous communication workers being widely divided among the locals. These members often work together under the same immediate supervision yet have no effective, common local representative to address their issues. These members are requesting reassignment across jurisdictional boundaries or assignment to one common local. Any assistance would be appreciated.

In Your Service,

Tom Owens  
General Chairman



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August 21, 2019

EW-075-19

Brother Bohne,

In response to your instructions to the Locals represented by System Council No. 6, my office has received an additional two responses. The Council received a total of six responses. The unedited responses are attached to this correspondence. These responses were received on the August 15, 2019 due to the Locals meetings immediately before the deadline.

In Your Service,

A handwritten signature in cursive script that reads "Tom Owens". The signature is written in black ink on a light-colored background.

Tom Owens  
General Chairman



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August 09, 2019

EW-075-19

MEMBER LU 2269

Matt Wagner

**Some suggestions for national bargaining agreement negotiations. Just like any good negotiator, ask for the moon & settle for what you really wanted in the first place.**

**BETTER annual increases - especially with company constantly announcing record quarters:**

The past increases have NOT even been close to being in line with the Consumer Price Index - or COLA per info found in [inflationdata.com](http://inflationdata.com); 2019 = 5.002 : 2018 = 6.022 : 2017 = 5.263 our increases have been 2017 = 2 : 2018 = 2.5 : 2019 = 3.0.

Way i see it we are down 8.787 % just from the past 3 years.

**More Time Off:**

More vacation days - days are way out of line with industry standards

Sick days and/or family sick days and/or PTO + more days off for death in the family with an expanded number of family members included in the list - recognition days with pay.

When holidays fall on a stand by day we should either receive double pay OR receive 8 hours floating holiday OR observe the holiday the previous or next work day, not just lose the day.

**Make all positions CET positions or at least pay everyone with a valid FCC License at the CET rate.**

And while you are at it, since we are all on the same Harrisburg Division roster, make us all in the same local. Not different locals paying different dues being represented differently (some not at all).



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August 09, 2019

EW-075-19

MEMBER LU 2271

Fred Sicilia – with Tom Owens response

**1. Why do we still not get paid overtime in OUR own territory after hours? When I started in 2007 I was told that (back in the day)... [redacted] ... you would get a call out and thus get as much overtime as you could make. Times have changed. Equipment is being pinged and monitored 24/7 making it difficult, if not impossible [redacted]. GPS tracks our whereabouts in trucks and on our company issued cell phones. I would like our union to take a hard look into changing that rule. We should be getting paid overtime after hours regardless of the territory requiring attention. [redacted] Any past payment of OT on assigned territory was a noncontractual payment by the Carrier which was addressed around 2005-2006. The fundamental question of OT on assigned territory – the monthly rate pays you for 213 hours regardless of how much you are under the 213 hours. July, 2019 has 23 work days or 184 hours in it. You are compensated the 213 hours even though you only work 184 (if there are no call outs) which is an additional 29 straight time hours of pay. You would have to work 19.3 hours of OT in July 2019 at the hourly rate to break even. Most, if not all, territories do not generate that much OT per month. The current hourly rate (monthly rate converted) of \$30.93 totals \$64581.84 (no OT) for 2019 if used as the rate since January, 2019 while the monthly rate provides income of \$79064.52 (no OT) under the same scenario. The 19.3 OT hours (29 straight time) equals \$895.42 in July, 2019 that the carrier is willing to pay in the monthly rate in exchange for after hour on territory coverage and one stand-by day. Any calculations in negotiations will strip the monthly rate of the OT equivalent 19.3 hours (29 straight time) that make up the 213. We will obviously request an equivalent hourly rate conversion that would not include the loss of revenue of the 29 straight time hours but the foregoing numbers give you the Carrier's perspective.**

**2. How in the world do we not have sick time? Why is it necessary for me to take vacation time for illness or doctor's appointments? Sick time should be a separate benefit.** I am in 100% agreement with sick time pay being number one on our list.

**3. As I understand it motor vehicle accident punishment probation time was negotiated by the union. How is this possible? I was involved in 1 minor vehicle accident with zero damage to the company vehicle \$0 and less than \$100.00 worth of damage to the other vehicle. (My first and only vehicle accident). For this I received 3 years' probation. And if I should have another accident during**

**that time, additional punishment is possible. This punishment was grossly exaggerated. A gross overreach. As it was explained to me a minor accident could indicate a much bigger and/or more serious problems such as abusing alcohol or drugs, or anger issues at home or work. While these are serious issues, a vehicle accident does not necessarily indicate any of these conditions. In addition, the company can test a union member for drugs and alcohol at any time. Not only does the punishment for a minor accident not fit the crime, our union, that I pay dues to, should not be helping to administer punishment. This issue needs to be addressed!** You have been gravely misinformed. I believe you are referencing the START program which is a member's alternative choice to having a contractual investigation. The IBEW did not "help" with the "punishment" or generate the policy. The IBEW agreed to the Carrier's policy as an alternative to give the member more options regarding violations. You were free at any time to not accept the START and proceed to a contractual investigation where you would have been represented. The Communication START does have a 3 year window wherein a second offense could generate additional consequences. I am in the process of convincing the Carrier to reduce the window to two years which is in line with all of the other craft's START policies. This is not a national issue. By far, the majority of membership seems to want an option to an investigation, but I will continue to pursue improvements to the policy.

**4. Our lunch reimbursement has been \$6.50 since before I started in 2007. The price of lunch has risen in the past 12 years. We need to revisit this low and outdated figure. Several years ago, the Carrier initiated a policy requiring a physical receipt for meals over \$6.50.** In actuality, the Carrier is within their legal right to require a receipt for every meal expenditure but set the \$6.50 proof for convenience sake. Your lunch reimbursement is not, nor has ever been, set to \$6.50. Retired General Chairman Fiery agreed to a ballpark figure of \$12.00 for lunch (monthly average) with the Carrier as a "rule of thumb." This is not a national issue. If you have been convinced that your lunch is capped at \$6.50, please contact me and we will address this concern.

**5. The \$100.00 reimbursement for opting out of health care has not risen in line with the rise in healthcare costs, which have increased with each new contract. This number also needs to be revisited.** Definitely a national issue that will be added to the list.



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August 09, 2019

EW-075-19

MEMBER LU 2271

Gary Triviets

Since it will again be coming shortly, something else I was reminded of for the next contract. When a holiday occurs on a Tuesday, Wednesday or Thursday, you cannot take the week off without losing your holiday since you must work the day before or after the holiday.. I don't know who came up with such an idiotic rule, but that has to change.

**More Time Off:**

More vacation days - sick days - more days off for death in the family with an expanded number of family members included in the list - recognition days with pay.

Move us from Monthly rated employees to Hourly rated employees, eliminating the Stand By days. Incorporate that stand by money into an EQUAL hourly rate paid during the Monday to Friday Time Frame. This also eliminates the fact we get hosed when the holiday falls on a Saturday or Sunday.

And while you are at it, since we are all on the same Harrisburg Division roster, make us all in the same local. Not different locals paying different dues being represented differently (some not at all).



Sick Days	3
More Split Days	2
Bonus Incentive	1
Profit Sharing	0
Other Benefits	0

Other                                  Need to be able to call in sick when you are actually sick



Dan Moresette  
General Director

November 6, 2006

230-35

Mr. Vic L. Janecek  
General Chairman IBEW  
620 North Custer  
N Platte, NE 69101

Mr. Mike H. Williams  
General Chairman NCF&O  
1043 West Kearney  
Springfield, MO 65803

Mr. Roger A. Burrill  
Pres. And Gen. Chairman NCF&O  
9009 East Euclid Ave  
Spokane, WA 99212-2049

Mr. Dan Hamilton  
International Representative IBBB  
2604 Fields Ave  
Flatwood, KY 41139

Mr. Alan Scheer  
Director of Railroad Division IBBB  
697 – A Rhea County Hwy  
Dayton, TN 37321

Mr. Willis L. Jepsen  
General Chairman SMWIA  
715 Dillon Court  
N Platte, NE 69101

Gentlemen:

During the October 12, 2006 meeting in Omaha to discuss the Mechanical Department Vacation Scheduling System currently being piloted in Fort Worth and Roseville, a question was raised regarding possible extension of time frames permitted for employees to take single day vacations. Current agreements require employees to take single day vacations by November 15 of each year, and if they desire to take two weeks of vacation as single days, to take the first five (5) days by May 31<sup>st</sup>.

The Carrier has given consideration to the Organization's request, and on an experimental basis is willing to adjust the single day vacation scheduling time frames as follows:

***If an employee desires to take two weeks vacation as single days, they must take the first five (5) days by June 30. The November 15 cut off for other single days of vacation will be extended to December 15. Such vacation days must be scheduled by November 15, and scheduling of such vacation days must not result in the number of employees permitted to be off on any one day be exceeded.***

No other aspects of the agreements will be changed.

The Carrier recognizes that such an extension of time to schedule and take single day vacations is not in strict compliance with current agreements, and if you advise that you object to the adjustment described above, the Carrier will of course strictly comply with the scheduling requirements of the agreements. Furthermore; because such adjustment is not required by current agreements, the Carrier reserves the right in future years to return to the schedule set forth in the agreements.

/s/ Dan Moresette

UNION PACIFIC RAILROAD  
1400 Douglas Street, Stop 0710  
Omaha, Nebraska 68179

Toby M. Rees Director Non-Ops

P 402 544-4514

March 11, 2015

230-General

230-35,225-Appendix B

Mr. James Davis  
General Chairman IAM&AW  
25 Lucy Lane  
Sherwood, AR 72120

Mr. Jim Wisniski  
General Chairman IBEW  
8000 Main Street  
N. Richland Hills, TX 76182

Mr. Derrick Battle  
General Chairman IAM&AW  
13134 Sweetgum Shores Dr.  
Houston, TX 77044

Mr. John Mansker  
International Representative IBB&B  
7010 Detonti Road  
Bauxite, AR 72011

Mr. Kevin Loftin  
National Representative TCU/BRC  
P.O. Box 654  
North Little Rock, AR 72115

Mr. Jim Larreau  
General Chairman NCF&O  
13949 West Colfax Ave #107  
Denver, CO 80401

Mr. Joe Fraley  
General Chairman SMART-MD  
1748 River Road  
Selkirk, NY 12158

Dear Sirs:

This has reference to our understanding concerning the scheduling of single days of vacation for employees who elect to utilize two (2) weeks of vacation as single days under the provisions of the IAM&AW Agreements dated November 6, 2006 and July 18, 2007; IBB&B Agreements dated January 4, 2006 and November 6, 2006; IBEW Agreements dated December 21, 2005 and November 6, 2006; BRC-TCU Agreements dated October 29, 2007 and July 8, 2011; NCF&O Agreements dated October 13, 2005 and November 6, 2006; and SMART-MD Agreements dated October 13, 2005 and November 6, 2006.

This letter clarifies the parties' intent to allow employees to utilize a maximum of ten (10) single days of vacation prior to June 30 of each calendar year, if operationally feasible. This clarification does not change the provisions of the above-referenced agreements for each of your respective crafts, as modified, requiring a minimum of five (5) single days of vacation must be used by June 30 and no more than five (5) single days of vacation can be used between July 1 and December 15 of each calendar year.

If the foregoing fully and accurately reflects your understanding regarding this matter, please so indicate by signing in the space provided below.

Sincerely,  
/s/ Toby Rees

AGREED:

/s/ Derrick Battle  
General Chairman IAM&AW

/s/ Jim Wisniski  
General Chairman IBEW

/s/ James Davis  
General Chairman IAM&AW

/s/ John Mansker  
General Chairman IBB&B

/s/ Kevin Loftin  
General Chairman BRC-TCU/IAM

/s/ Joe Fraley  
General Chairman SMART-MD

/s/ Jim Larreau  
General Chairman NCF&O

Cc: Sharon Boone, General Director Labor Relations  
Kali Landmark, Manager Labor Relations  
Tarry Johnson, Labor Relations Officer Jason Brink, Finance  
John Estes, Chief Mechanical Officer  
Mark Bendon, General Manager Mechanical  
Mark Gallagher, General Director Mechanical  
Diana Anderson, Director Maintenance Processes



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LU 2271

All remunerations to be at an asking minimum, if current dollar amount is higher then add 5%.

### Section 6

FR clothing allowance for all ibew represented employees.  
\$1500 first time \$700 per year after that.

Boot allowance for all electricians \$175 per  
year.

Geographic differential following inside wireman rates.

Add Martin Luther King day to paid holidays.

5 paid sick days per year.

Up all the differentials an additional \$1.

2nd and 3rd trick differentials \$2.50 / \$5.

\$1.50 differential per hour for jobs not containing part of the weekend.

Add No split shift jobs to work rules, if deemed necessary then paid Overtime rates.

3 year contract \$10 increase 3.25/3.25/3.50.

25% reduction in healthcare costs per month with no loss of any current benefit.

Incidental / 2 hour work rule removed or 1.5 pay for other craft work.

Lone worker penalty of 1.5 (OT) pay.

Amtraks bank time rules added to all contracts

Amtraks 1 paid personal holiday per year (starting the day of hire) added to all contracts.

When electrical work is contracted out an extra electrician will be present at 1.5 pay rotating OT.

Local union rep or local union officer takes an active role in hiring of all new ibew represented employees and is present at interview.

Meal allowance of \$20 added to all contracts for overtime after and before regularly scheduled shift paid at 3 hour mark and 5 hour mark.

Paid leave of 10 days (male or female) for birth of a child.

5 paid bereavement days.

Union business counts towards bridging holidays.

Lead rate for CDL certified Electricians.

In Your Service,

A handwritten signature in cursive script that reads "Tom Owens". The signature is written in black ink on a light-colored background.

Tom Owens  
General Chairman



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LU 2273

1. A timely contract
2. No qualifying days needed for holiday pay
3. Vacation accrued in a 5 year schedule
4. Like management has the option to buy  
A week of vacation
5. Grandparents, step parents, and step child to berevement approved list
6. Shift differential
7. More than 1 split week of vacation
8. A single person insurance plan
9. Paid sick days/leave
10. No Dr excuse for a single day missed
11. Bumped employee not to work in. excess of 40 hrs per week
12. Np training rate of pay everything past 8 hrs in a day is overtime
13. Last resort.. No changes to healthcare  
At least keep what we got.
14. Cost of living proportionate to raise in. minimum wage should it go up.
15. Verification that our section six notice. was received by negotiating team. and considered.

In Your Service,

Tom Owens  
General Chairman