

International Brotherhood of

BOILERMAKERS • IRON SHIP BUILDERS

12200 N Ambassador Drive

WARREN FAIRLEY
INTERNATIONAL PRESIDENT
WILLIAM T. CREEDEN
INTERNATIONAL SECRETARY-TREASURER
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BLACKSMITHS • FORGERS & HELPERS

Kansas City, Missouri 64163

J. TOM BACA
INTERNATIONAL VICE PRESIDENT
WESTERN STATES
1401 WILLOW PASS ROAD, STE. 870
CONCORD, CA 94520
925/798-7665
FAX: 925/798-7886

August 15, 2023

Dr. Roland Busch, Chair
Ralf P. Thomas, Prof. Dr., CFO
Cedrik Neike
Judith Wiese
Matthias Rebellius
Corporate Headquarters
Siemens Aktiengesellschaft
Werner-von-Siemens-Straße 1
80333 Munich, Germany

Dear Dr. Busch and Members of the Siemens Board of Directors,

I am writing to you in hopes that you will help resolve an issue of great importance to the trade unions in the United States. The International Brotherhood of Boilermakers (“IBB”) and the International Brotherhood of Electrical Workers (“IBEW”) have been attempting to advocate on behalf of workers at a Siemens Mobility facility in Sacramento, California (“Siemens Sacramento”). The workers have expressed many concerns about how Siemens Sacramento is being operated. As you likely are aware, there is a Memorandum of Understanding between Siemens and several of the US-based trade unions (“MOU”), including the IBB and the IBEW. I have attached a copy of this MOU for your reference. I believe that Siemens Sacramento is acting in violation of this MOU.

I attempted to resolve this issue by contacting Barbara Humpton, CEO of Siemens North America, a copy of that letter is attached hereto. Ms. Humpton responded through a surrogate in an extremely unsatisfactory way. The response is also attached hereto.

This winter, a delegation from the IBB visited with our brothers and sisters at IG Metal in Berlin and are aware of the close working relationship that Siemens has with its workforce representatives in Germany. This same delegation also had the opportunity to update IG Metall at a meeting this spring in Chicago. I have been very grateful for the support IG Metall has offered the Sacramento workers and our efforts to advocate on their behalf.

You should be aware that many workers have expressed concerns about the substandard conditions at Siemens Sacramento. These conditions are not only a disservice to the workforce, but also to the product being produced by Siemens Sacramento.

For example, workers are regularly subjected to anti-union communications from their supervisors in direct violation of the MOU. Training is scarce and inadequate, as is the compensation. This has created a situation of high employee turnover. Workers are being paid so poorly that they cannot afford to live in Sacramento. Many must supplement their income with government assistance or picking up work in the gig economy just to be able to minimally provide for their families. Also, workers are not always being paid in accordance with California and Federal law, as workers complain of delayed wages, among other things. I have also been made aware of some serious gender harassment at Siemens Sacramento that was not handled in a way that would indicate either a respect for California law or a woman's right to feel safe in her workplace.

The workers have also alerted us to a quality control issue at Siemens Sacramento. Workers are discouraged from pointing out production flaws, and when they do, some workers have been threatened with termination or offered a monetary settlement to quit their jobs. I am aware of Siemens's international reputation and the pride that the company and its workforce take in its production in Germany. I believe that these standards are not being met at Siemens Sacramento, and this is confirmed in conversations we have had with municipal agencies that bought equipment from Siemens Sacramento.

We are excited about our state and nation's commitment to mass transit. We work vigorously and collaboratively with the California Legislature and the US Congress to support policies, elected officials, and legislation that supports the funding and expansion of mass transit in California and elsewhere. The International Brotherhood of Boilermakers firmly believes that public funding should only be available to companies that treat and pay their workers fairly and produce a quality product by a well-trained workforce.

As this is not an exhaustive list of issues that need to be addressed in Sacramento, I would like to request an opportunity for a small delegation from our efforts to address your board in Germany in the near term. My sincere hope is that Siemens AG values its California-based workforce, product, reputation, and commitments enough to want to resolve this issue and improve conditions at Siemens Sacramento.

Please feel free to contact my executive assistant Jeni Watkins at jwatkins@boilermakers.org to confirm a date and time for our meeting. I look forward to hearing from you.

Sincerely,



J. Tom Baca
International Vice President
Western States

Cc: Warren Fairly, General President, International Brotherhood of Boilermakers
Bettina Haller, Combine Works Council, Siemens
Jürgen Kerner, Treasurer, IG Metall & Member
Frank Jürgen Weise, CEO Emeritus Bundesagentur für Arbeit

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753 State Avenue

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June 2, 2023

Barbara Humpton
Chief Executive Officer
Siemens Corporation
300 New Jersey Avenue
Suite 1000
Washington DC 20001

Re: Siemens Sacramento

Dear Ms. Humpton:

Please be advised that the International Brotherhood of Boilermakers (the “Boilermakers”) are currently organizing the workers at the Sacramento Siemens Mobility operations (“Sacramento”). Workers have indicated a desire for union representation. In collaboration with the Sacramento workers we have begun the process to gain the right to bargain for a fair and equitable contract.

We are informing you to give you the opportunity to forge a proactive partnership with the Boilermakers. Certainly your extensive work in Washington and your current appointment to the US Investment Advisory Council makes you well versed in the contribution that the US trade unions have made recently in the successful passage of the historic Infrastructure and Investment Jobs Act (“IIJA”) and in other initiatives that have created significant incentives and opportunities for Siemens in the United States. We are incredible partners, in DC as well as in California where we are uniquely positioned in federal, state and local politics and have a workforce second to none in skill as well as in density. As California is the most union dense state in the nation, we have a proven track record of creating extensive opportunities for our industry partners through our relationships, lobbying efforts and footprint. With a formalized partnership we could be a powerful ally to Siemens in California. We have a strong interest in ensuring that our partners that prioritize worker training, safety and compensation are afforded increased opportunities over those companies that attempt to deny workers their due and the legal right to organize.

Earlier this year, we had a delegation go to Berlin to meet with our brothers and sisters in Germany at IG Metall and the German Works Council. This was a productive meeting and we enjoyed the opportunity to further discuss Sacramento in Chicago in April where representatives from organized labor, including the Boilermakers, again met with our German counterparts. As we are sure you are aware, there is a Memorandum signed by our respective unions and Siemens that sets forth the expectations in organizing campaigns such as the one underway in Sacramento. For your convenience, we have attached a copy of the Memorandum hereto. In clear conflict with the Memorandum, we have been informed by workers that multiple meetings have been held over the last month where your management spoke negatively about union representation potentially in violation of the National Labor Relations Act. We ask that you immediately cease such activity and we expect that moving forward Siemens fully complies with the neutrality provisions set forth in the Memorandum and also request access to the Sacramento workforce in a manner that does not interfere with ongoing operations as the particular geography of the Sacramento facility makes worker contact at the gates unsafe.

To further discuss the work conditions in Sacramento, our existing campaign and our potential partnership, we are requesting a prompt meeting between yourself and the Boilermakers. If it is not convenient for you to travel to California, we are often in Washington DC and amenable to meeting there. We truly believe that a partnership is consistent with Siemens global mission and are hopeful that Siemens US shares the respect for organized labor reflected in Germany. Please have your scheduler reach out to Jeni Watkins at 925-798-7665 ext. 107 to arrange a meeting.



J. Tom Baca

International Vice President
Western States Section
International Brotherhood of Boilermakers
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Cc: Jennifer Granholm, Secretary, US Department of Energy
Pete Buttigieg, Buttigieg, Secretary, US Secretary of Transportation
Congressman John Garamendi, California's 8th District
Congressman Mark DeSaulnier, California's 10th District
Amit Bose, Administrator, Federal Railroad Administration
Senator Angelique Ashby, Senate District 8
Assemblymember Stephanie Nguyen, Assembly District 10
Brian Kelly, Chairman, California High Speed Rail
Tons Omishakin, Secretary, California State Transportation Agency
Patrick Kennedy, Supervisor, District 2, County of Sacramento
Betina Haller, Combine Works Council, Siemens
Jurgen Kerner, IG Metall
Dr. Frank Jürgen Weise, CEO Emeritus, Bundesagentur für Arbeit

J. Tom Baca (tbaca@boilermakers.org)
International Vice President
Western States Section
International Brotherhood of Boilermakers
1401 Willow Pass Road, Suite 870
Concord, CA 94520

RE: Siemens Mobility – Sacramento

Dear J. Tom Baca:

Thank you for your letter of 2 June 2023 to Barbara Humpton. Siemens is committed to our employees and has strong relationships with unions and labor organizations throughout the United States and across the world. Siemens Mobility has consistently complied with the International Framework Agreement as provided in the US Letter of Understanding and the National Labor Relations Act (NLRA).

We expect the Boilermakers will follow the process in the US Letter of Understanding in the future. We remain happy to continue working with you within that framework and consistent with the NLRA. We must not do anything to interfere with the employees' rights. Siemens employees have labor representation in nearly 30 states with representation across the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, IBEW, IUE-CWA, Brotherhood of Railway Signalmen, and United Steelworkers. When our employees have exercised their right to be represented by a labor organization, we bargain in good faith and partner with the unions.

In the US Letter of Understanding, Siemens Mobility and the signatory unions, including the Boilermakers, committed to mutual respect and not disparaging each other. Siemens Mobility has not disparaged unions or acted in violation of the NLRA. Consistent with the US Letter of Understanding, Siemens Mobility will work with the Boilermakers to schedule and host a joint meeting at the facility after the National Labor Relations Board (NLRB) receives a petition for a secret ballot election of Siemens Mobility's employees and schedules an election.

We welcome a meeting with you consistent with the US Letter of Understanding and are hopeful we can facilitate a constructive dialogue and common understanding. Please feel free to contact me.



Tami L. Wolownik
Head of People & Organization
Siemens Mobility North America
100 Technology Drive
Alpharetta, GA 30005
tami.wolownik@siemens.com
(404) 281-1584

CC: Michael Cseplo (Labor Relations Lead, Siemens Corporation)
Bettina Haller
Brian Lamm (brian_lamm@ibew.org)

**2023 REVISED LETTER OF UNDERSTANDING
APPLICATION OF THE SIEMENS INTERNATIONAL FRAMEWORK AGREEMENT
TO OPERATIONS IN THE UNITED STATES OF AMERICA**

PREAMBLE

On July 25, 2012, Siemens AG and the Central Works Council of Siemens AG, IG Metall and Industriall Global Union entered into an International Framework Agreement (IFA), pursuant to which the parties expressed their commitment to key principles of international law, constructive dialogue and common understanding.

Siemens enjoys strong relationships with unions and worker representatives throughout the world. Siemens Industry Inc. and its subsidiaries, Siemens Mobility Inc. and its subsidiaries, Siemens Healthineers Inc. and its subsidiaries, and Siemens Corporation (herein Siemens), and any labor organization signatory to this agreement (herein referred to as the “parties”) commit to furthering the principles of participation and open dialogue throughout Siemens’ operations in the United States.. The parties intend this document to be an agreement, by which the company and unions make voluntary compromises in an attempt to better promote labor peace and respect the free choice of employees, as described in this Letter of Understanding. Consistent with the commitments outlined in the IFA, Siemens respects the rights of workers to choose to join or not join a labor union. To the extent its employees seek to bargain collectively through a labor organization, Siemens will respect their wishes.

The parties consider the Clearingstelle (Chairman and Vice-Chairman of the German Joint Works Council [*Gesamtbetriebsrat*], Head of P&O IE, Head of P&O IE LLC) to be a vehicle through which the parties can informally address issues that may arise under this Letter of Understanding on the Application of the Siemens IFA to Operations in the United States of America (Agreement), as detailed in provision 5 below, while at the same time recognizing that the Clearingstelle does not possess the authority or ability to implement or enforce the provisions of this Agreement.

Accordingly, in furtherance of these principles, and as the result of an ongoing constructive dialogue among the parties, they have reached an Agreement which contains the following terms to address issues that arise between the parties in the United States:

PROVISIONS

The parties, including any labor organization that is a signatory to this Agreement, make the following mutual commitments to further the principles of freedom of association, collective bargaining, and employee participation with respect to Siemens’ operations in the United States:

1. In making statements about representation or each other, the parties commit to veracity and mutual respect, and will not disparage each other.
 - i. Siemens commits to training its management in the principles outlined in the IFA and this Agreement.
 - ii. Labor organizations that are signatory to this Agreement commit to training their staff, officers, agents, and representatives in the principles outlined in the IFA and this Agreement.

The parties further commit to not communicate with employees through third parties, including persuaders, other labor consultants, non-governmental organizations, worker centers, news media, or other members of civil society.

2. In the event a labor organization that is a party to this Agreement has petitioned for a secret ballot election of Siemens’ employees, and an election has been scheduled by the National Labor Relations Board, Siemens will schedule and host a joint meeting(s) at the facility, at a time(s) mutually agreed by the parties, within five (5) business days following a request by the Union. At this meeting, a

representative of the labor organization seeking to represent the employees and a representative of Siemens shall be permitted to address the employees, for up to thirty (30) minutes each, during which time each may present their viewpoint on unionization to the assembled employees. There shall be equal time given to the representatives of the labor organization and Siemens. Establishment of the time and location of this meeting shall be determined by Siemens in consultation with the labor organization. A representative of Siemens and of the labor organization shall be present throughout the meeting, and employee attendance at the meeting shall be consistent with Company practice at the facility. The details of this meeting will be established through a process of consultation between Siemens and the labor organization seeking to represent the employees.

The parties respect the right of employees to make an informed decision regarding whether or not to be represented by a labor organization for purposes of collective bargaining. Siemens encourages any employee who is considering having a union serve as their exclusive representative in the United States to learn as much as they can about unionization, including through direct communications with union staff, co-workers, and representatives of Siemens to ask questions or inform themselves. Such communications shall respect the right of employees, labor organizations, and employers to freedom of expression and opinion, provided that expression does not interfere with the rights of employees to join, form, or assist a labor organization or refrain from doing the same in accordance with applicable national law, IFA, and this Agreement.

3. The parties agree to respect the principles of due process of law and the established legal processes available under national law, and commit to not utilize legal maneuvers solely for the purpose of delay or to violate terms of this Agreement. This paragraph shall not be interpreted to prohibit the parties from utilizing established NLRB or court procedures available to the parties under applicable national law and practice.
4. In furtherance of their mutual commitment to the principles of participation and dialogue, the parties will strive to further the German works council model of industrial relations in Siemens' operations within the United States, consistent with US law, which may include a committee or forum consisting of representatives of a lawfully recognized labor organization and Siemens at the plant level to discuss local operational items. In addition, the parties shall establish a standing national Steering Committee consisting of no more than five representatives of Siemens US, which includes the US Head of Labor Relations and additional staff members, and no more than one designated official or staff member from each US labor organization that is signatory to this agreement. This Steering Committee shall meet periodically, and at least annually, to discuss topics of mutual interests and engage in constructive dialogue.
5. The parties retain their right to address any statutory violation through the NLRB or other court or agency. A party may choose to attempt to resolve the dispute through the process described herein.

For all non-statutory disputes that arise under this Agreement or are related to the parties' conduct in a union campaign, or where the aggrieved party chooses to do so, the parties shall attempt to resolve disputes through dialogue at the national level between Siemens entity's Lead of Labor Relations US and the impacted labor organization. All disputes must be raised to the national level within five (5) business days of the event or the respective parties' first knowledge of the event. If no resolution is reached within five (5) business days, or as extended by mutual agreement of the parties, a party may seek a resolution through the Clearingstelle in Germany. If the dispute is referred to the Clearingstelle, the Clearingstelle shall propose a resolution of the dispute to the parties within five (5) business days of receiving the complaint or as extended by mutual agreement of the parties. Before deciding on a recommended resolution, the Clearingstelle shall allow each party, via a conference call, an equal opportunity to present evidence and verbal arguments related to the dispute, while at the same time recognizing that the Clearingstelle does not possess the authority or ability to implement or enforce the provisions of this Agreement. The recommendation of the Clearingstelle is not binding on either party to the dispute.

6. Any labor organization established in accordance with the National Labor Relations Act may participate in this Agreement. To do so, the labor organization shall submit an application to the Clearingstelle via a letter signed by its highest elected official, representing its commitment to further the principles of participation, dialogue, mutual respect, and non-disparagement, and to abide by the terms of the Agreement. The application shall be reviewed and approved by the Steering Committee and by the Clearingstelle. Approval must be unanimous but will not unreasonably withheld.
7. This Agreement shall expire twelve (12) months from the effective date of this agreement on May 8, 2023. This Agreement shall renew automatically on a year-to-year basis thereafter unless the Steering Committee or Company provides no more than sixty (60) days and no less than thirty (30) days' notice to the other party of their intent to modify the Agreement. A participating labor organization may choose to withdraw from the Agreement upon thirty (30) days' prior written notice to the Steering Committee, and such withdrawal of a labor organization shall have no effect on the other remaining parties to the Agreement. No individual or third-party claims may be based on clauses in this Agreement. Any modification of this Agreement will be considered upon mutual agreement, agreed to in writing, from the participating parties, prior to any such modification.
8. Because this Agreement only applies to Siemens and its subsidiaries' operations in the United States, the official version of this Agreement shall be in the English language, and the English version shall control over any version of this Agreement in another language.

Clearingstelle Committee Members
Effective 2023

Birgit Steinborn, Chairwoman of the German Siemens AG Central Works Council

Tobias Bäuml, Deputy Chairman of the Central Works Council and of the Combine Works Council of Siemens AG

Dr. Jochen Wallisch, Head of P&O IE, Siemens AG

Nina Guenther, Head of P&O IE LLC, Siemens AG

Signature of Parties

For Siemens U.S. Entities Steering Committee:

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| <p><u>Michael Cseplo</u> 2023.05.08 20 01:14 -04'00'</p> <p>Michael Cseplo, Labor Relations Lead Siemens Industry Inc. & Siemens Corporation, U.S.</p> | <p align="center">_____</p> <p align="center">Date</p> |
| <p><u>Wolownik Tami</u> Digitally signed by Wolownik Tami Date: 2023.05.09 08:59:48 -0400</p> <p>Tami Wolownik, Head of People & Organization, Siemens Mobility, NAM</p> | <p align="center">_____</p> <p align="center">Date</p> |
| <p><u>Schrader Theresa</u> Digitally signed by Schrader Theresa Date: 2023.05.09 11:58:23 -0400</p> <p>Theresa A. Schrader, Siemens Medical Solutions, Head of Labor Relations & Employee Relations</p> | <p align="center">_____</p> <p align="center">Date</p> |

For Union Steering Committee:

| | |
|---|--|
| <p><u>Brian Lamm</u></p> <p>Brian Lamm, Manufacturing Department Director, International Brotherhood of Electrical Workers (IBEW)</p> | <p align="center">_____</p> <p align="center">Date</p> |
| <p><u>Craig Norman</u> (May 11, 2023 15:36 EDT)</p> <p>TBD, International Association of Machinists and Aerospace Workers (IAM)</p> | <p align="center">_____</p> <p align="center">Date</p> |
| <p><u>Michael Maddox</u> (May 12, 2023 13:18 CDT)</p> <p>TBD, International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW)</p> | <p align="center">_____</p> <p align="center">Date</p> |
| <p><u>Danny Sallie</u> (May 12, 2023 14:53 EDT)</p> <p>TBD, IUW-CWA, International Union</p> | <p align="center">_____</p> <p align="center">Date</p> |
| <p><u>John E. Shinn</u></p> <p>John E. Shinn (May 12, 2023 13:44 EDT)</p> <p>TBD, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW)</p> | <p align="center">_____</p> <p align="center">Date</p> |
| <p><u>Tom Baca</u> (May 15, 2023 08:26 PDT)</p> <p>Tom Baca, International Vice President for the Western States, International Brotherhood of Boilermakers</p> | <p align="center">_____</p> <p align="center">Date</p> |

Examples of Unacceptable Disparaging Behavior

For Reference Only

1. Describing a labor organization as a “third party” or “outsider” in communications with employees.
2. Personal character attacks against an employee, manager or company/union representative.
3. Making statements that employees must pick a side “union or company”, implying that an employee cannot be both pro-union and pro-company.
4. Using prior historical criminal activities and examples to disparage the other party, the company, the “organizing union” or unions in general.
5. Creating doubt about either party's motives. For example, the “the union is a business and they need your money in the form of dues to operate” or “The Company has no interest in its employees' well-being. They only care about profits”.
6. Directly or indirectly questioning the other party's honesty or integrity in written or verbal communications. Stick to the facts if a rebuttal or correction is necessary.
7. Accusations that union operations in general are not as competitive as non-union operations, suggesting that a vote for the union will make the company non-competitive. This includes statements that plant closings or layoffs are the fault of the union.
8. Suggestions that unions protect lazy workers and do not support a merit based system or that the company is not interested in recognizing/rewarding employees.
9. In written or verbal communications, using a phrase like “the union may NOT have told you everything” or “the company may NOT have told you the truth”, suggesting that the union or the company is withholding relevant information that may not support their argument.
10. Questioning the union's or the company's political endorsements or campaign contributions, e.g. statements that “the union takes your money and gives it to politicians.”

Signature: *Brian A Lamm*

Email: Brian_Lamm@ibew.org