

UPSEU-USW Service Agreement

# Union Drivers' Journal

Organizing Crew Transporters for a Better Life On and Off the Job

USW PTI Project, 60 Boulevard of the Allies, Pittsburgh, PA 15222

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**April Wage Increase** The April 1 wage increase that was negotiated as part of the 2015 Contract will be paid starting the pay May 5<sup>th</sup> and 6<sup>th</sup>. Retroactivity for the period of April 1 to April 12 (where the increase was not applied) will be paid as a Special Pay on April 28<sup>th</sup>. This is not a gift from PTI or required by the government. It is the product of your union representation and not guaranteed if your branch is not covered under this labor agreement. We understand that it is not as large as the union or drivers would like; however, it does move our drivers forward-- something that non-PTI crew hauling drivers in the industry are not guaranteed.

**Tough Times on the Railroad:** The year 2015 was difficult for many PTI drivers. All the railroads reported substantial drops in railroad traffic. As an indicator of what's been happening, railroad stocks declined substantially. CSX was down 28.4%, UP was down close to 35%, NS was down 22%, and KCS was down almost a whopping 40%. The impact on PTI drivers has been a dramatic drop-off in over-the-road trips. The railroads have reduced their vans in many yards. Predictions are that the 2016 year outlook isn't much rosier.

**Over-hiring:** For reasons we can't quite figure out, some branches facing significant drops in over-the-road trips are still hiring and keeping driver levels at levels necessary for much better times. [Appendix B of the current labor agreement can be of some help here](#). It sets a "goal" of 4 hours of driving time per day per each –over-the-road driver. The Company is not bound by this "goal," however, it is required to "... jointly work ... at the Branch level ..." and "... consult with drivers and branch managers on ways to achieve a goal of a minimum of 4 hours per driver per day...". If you couple this language with the union's right to information like schedules and trip information, each Steward and driver location can have an informed discussion about the appropriate level of drivers for current conditions.

**Reductions by Seniority:** We are contending with many questions from both drivers and management about how to properly use seniority where a van or shift has been eliminated. In a number of instances both the Corporate Human Relations Department and USW Staff have had to get involved, to assure seniority rights are observed in these reductions. If you feel a reduction has been done improperly, or feel a proposed change does not respect your seniority rights, contact your Steward or call the Hotline and get some advice.

**CSX Transfers PTI Work:** CSX Railroad recently completed a round of bidding for crew hauling services at their locations. For reasons that are not entirely clear, CSX awarded a number of PTI locations to competitor companies, namely Railcrew Xpress and Renzenberger. ***UPSEU-USW will provide PTI drivers applications that will enable the Union to pursue a decent contract with these companies and continued union representation.*** Railcrew Xpress is partly non-union, although the USW just reached an agreement with them for the former PTI location at Dupon, IL. Renzenberger has a national agreement with a union that has been decertified by other rail crew driver locations. If drivers want the UPSEU-USW then we are willing to challenge the Renzenberger union on your behalf. The USW also has contracts with Renzenberger. **The Union is setting up "transition teams" in each affected location.** If you're interested in getting involved, leave a message on the Hotline at: 866-203-4960

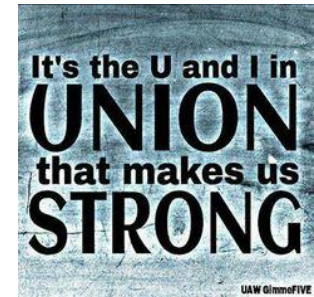
**Speeding:** The union supports driving within the posted speed limits and the Company is within its rights to counsel drivers not to speed. However the labor agreement provides some leeway



where the reality of driving causes some speeding. We are having disputes in a number of locations where a driver was disciplined or terminated for speeding; however, they were not 10 mph over the posted speed limit, as required for speeding discipline in Article 19, Section 6, of the labor agreement. Some managers have decided to set their own personal speed policies and are disciplining in accordance with those. If this has happened to you, please let us know. PTI cannot implement a policy that counters a negotiated contract section without union agreement. The labor agreement is the policy.

**Status Report to the USW:** The UPSEU-USW Service Agreement has been undergoing a one-year review by the top officials of the USW. As we have reported before, the goal of the USW is to provide solid service for PTI drivers in a cost effective way. The reality is that the USW cannot continuously support this effort financially and at some reasonable point there has to be enough members to pay for services. We were on track to meet that requirement by the end of this year 2016, but the CSX bids to other competitors of PTI sets us back as does the generally poor economic situation that has depressed the industry. The CSX situation requires that we essentially reorganize our members that go to work for the new companies at the old PTI locations. The Union continues to do its job and has a vision of organizing the entire industry so we can stop the use of your wages to win bids between these crew hauling companies. But the real key to this is your support and active help in getting to our membership goals. As we've reported before, the Union is not looking to make money out of its driver/members--just pay the bills and provide decent representation. Talk to your non-member co-workers. Put on a membership drive at your location. **Your work and solidarity will tell us if the USW should stay involved at PTI.**

**Help Keep the Union Strong:** About every month, the Union sends Stewards a list of members and non-members in their location. A big part of the Stewards' responsibility is to talk with non-members and new hires and convince them of the value of union membership. This responsibility should not be the Stewards alone. Each location should be creating an Organizing Committee that helps backup the Steward and reinforces the idea that the better the union membership levels are, the stronger we are with the Company. Members should point out that when a driver is a "free-rider" then all the other members are paying for the union protection and services that driver gets. **Talk to your Steward about helping out with member recruitment efforts.**



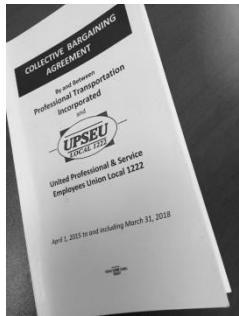
**Initiation Fee Reinstated:** UPSEU-USW has reinstated the initiation fee that has been suspended while the UPSEU-USW service agreement was implemented. The old fee was \$60; however, the reinstated fee will be **\$15**. It will be deducted from driver's pay over two pay periods to minimize the impact on their paycheck. This is a one-time fee upon hiring and will not be applied to past membership applicants.

**Excessive Use of Code 5:** Under Article 19, Section 5 of the labor agreement, the Company must conduct an investigation and discuss any issue with the impacted driver BEFORE discipline is issued. This does not cover serious violations of policy. This section of the contract is not well known or understood by managers and we have numerous drivers who are put on Code 5 without either an investigation or review with the driver. Where you have that happen to you talk to your Steward immediately.

**401k Match:** Drivers have noticed that the new pay stubs do not have the Company match to their 401k accounts listed. The Company has said in writing that they continue to contribute their match to driver contributions. Apparently the new pay stub system isn't printing the match info and will be fixed.

**Physicals and Sleep Studies/Diabetes:** An increasing number of states are requiring that crew hauling drivers pass state-approved physicals. Some of the approved clinics will not pass a driver if their Body Mass Index (BMI) is above a set limit, unless they pass a very expensive sleep study for sleep apnea. The Union does not find where the law requires this, and **drivers should call us if they are asked to take a sleep study.** In addition, drivers with diabetes are coming under more scrutiny and some states require special doctor's approvals to allow drivers to do crew hauling work. The approval times for these doctor approvals can be months. Again, contact us if you run into these issues.

**Volunteer to be a Steward:** Since the UPSEU-USW service agreement began we have rebuilt our location network up to 207 Stewards. But we still have a number of branch locations where



we do not have a Steward. Please consider becoming a Steward in your location and helping us make the union more connected and better able to service our members. Call 866-203-4960 and leave us a message that you are interested. Where more than one driver is interested, we will hold an election. To find out the rights and responsibilities of a Steward you can view 4 short videos at:

[www.youtube.com/playlist?list=PL6PfVhexQRHQyP2Udtr6ShsoyJ2s8JIQ0](http://www.youtube.com/playlist?list=PL6PfVhexQRHQyP2Udtr6ShsoyJ2s8JIQ0)

**Union Plus Benefits:** As part of the UPSEU-USW service agreement, member/drivers become eligible for a large selection of discounts and special pricing under the USW's Union Plus or Union Privilege program. Flyers were sent out to existing members in January, that had the codes and numbers you need to access these benefits. Non-members were also sent a flyer describing the benefits. **Drivers will find that if they use these discounts, they can save part or all the value of their union dues.** Go to <https://www.unionplus.org/> and put in *United Steelworkers* as your union.

**Union Safety Committee Co-Chair:** The 2015 Labor Agreement rewrote major sections of Article 19 on safety. Section 4 calls for a Joint Safety and Health Committee that is co-chaired by a Company/Company designee AND a UNION DESIGNATED co-chair. This is designed to give drivers equal standing on matters of safety at the branch level. If your Safety Committee Driver Co-Chair is designated by the Company, see your Steward and either affirm that is our selection or have a Union Designated driver installed.

**Staff Changes:** The USW has been using USW Local Union leaders to staff the UPSEU-USW project. They are subject to reassignment to other union work and some changes will occur. The USW also has a goal of having PTI Drivers assume these staff positions. We are going to try some of our more promising Stewards out as Regional Representatives to move toward that goal. Here is the current staffing:

- **West:** Jim Gourly (Ph: 541-206-9544) is back full-time and will cover Texas, Louisiana and Arkansas as well. Vicki Fuston, a Steward in PTI

Hauser branch, is training become a regional representative for the Western area.

- **South:** Sam Elliott will be retiring from the USW at the end of April. We are training PTI Steward, Darryl Turner from Birmingham, for this slot.
- **East:** Joe Sterling (Ph: 330-309-7804) is part-time with the PTI effort and has some other organizing responsibilities.
- **Midwest:** Rich Zimmerman (Ph: 219-746-2160).
- **Southwest:** Jack Cavanaugh has been reassigned to other duties within the USW and his assignment will cover by Jim Gourley (Ph: 541-206-9544). Jackie Bell, a Steward from our Ft. Worth location is training to be a part-time regional representative for Texas, Louisiana and Arkansas.



Vicki Fuston



Darryl Turner



Jackie Bell

**Three Ways to Belong:** There are three ways to sign up for union membership:

1. **Online:** On your Web Browser go to <http://local1222.org/>, then click "Online Membership Application" in the lower left column. You'll get a membership form to fill out on your screen.
2. **Text Signup on your Phone:** Send to: [47486](tel:47486) with "[joinpti](mailto:joinpti)" in the message box. Then answer the question prompts that will appear on your phone.
3. **Paper:** You can still fill out a paper application and return it to the Union. One is enclosed in this journal.

**America Works Best When We Say "UNION YES"**

UPSEU-USW PTI Service Agreement Project  
c/o USW International Union Headquarters  
60 Boulevard of the Allies  
Pittsburgh, PA 15222

**APPLICATION FOR MEMBERSHIP  
UPSEU LOCAL 1222  
TRANSPORTATION DIV. PTI**



**3555 VETERANS MEMORIAL HWY. SUITE H, RONKONKOMA, NY 11779  
(800) 833-3688**

**PLEASE PRINT ALL INFORMATION**

I hereby apply for membership in the Union effective as of the date of my employment.

PTI EMPLOYEE # \_\_\_\_\_ BRANCH LOCATION # \_\_\_\_\_ BRANCH NAME \_\_\_\_\_

NAME \_\_\_\_\_  
FIRST NAME LAST NAME

ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP CODE

CELL PHONE #: ( ) - HOME PHONE #: ( ) -

EMAIL ADDRESS: \_\_\_\_\_ @ \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ JOB TITLE \_\_\_\_\_  
MO. DAY YR

EMPLOYER ADDRESS \_\_\_\_\_ HIRE DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MO. DAY YR

I hereby designate Local 1222, its officers and representatives as my exclusive agents for the purpose of collective bargaining with respect to wages, hours, and conditions of employment, and agree to obey the working rules and Constitution, By-Laws, policies, rules and regulations of Local 1222.

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ APPLICANTS SIGNATURE \_\_\_\_\_

**CHECKOFF AUTHORIZATION**

I hereby authorize and direct my employer to deduct from any wages and pay over to UPSEU Local 1222 such amounts as my membership dues, including initiation fees (if owing any by me), as are now or hereafter fixed by the Union during the effective period of authorization. I hereby understand, intend and agree that I have executed this checkoff authorization independent of and not conditioned on the existence of the union security provision in the collective bargaining agreement and it is my intention, understanding and agreement to have this checkoff authorization continue and be effective even if the union shop clause be declared inoperative by reason of deauthorization election or for any other reason whatsoever.

This authorization and direction shall be irrevocable for a period of one year or until the termination of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed, and shall be irrevocable for successive periods of one year each or for the periods of each succeeding applicable collective bargaining agreement between my Employer and the Union, whichever shall be shorter, unless written notice by registered mail is given by me to the Employer and the Union not more than 60 days and not less than 30 days prior to the expiration of each period of one year or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner.

DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Print Name \_\_\_\_\_

Name of Employer \_\_\_\_\_

NOTE: This entire form is to be sent to the Union Office. See back for Beck Rights.

Sign Here

Sign Here

***This Page Must Be copied on the Back of all UPSEU Membership Applications***

**Notice:  
Initiation Fee and Dues**

*UPSEU has and will continue to waive the union membership payment of any back dues.*

*There is a onetime **Initiation Fee** of \$15 which is deducted from the first two payrolls after application*

***Dues** are \$15 per month which is collected by a deduction of \$6.92 each of the 26 pays per year.*

*We are building a better future for PTI Drivers. The Union is only as strong as its membership and requires both active support and financial support.*

***Stand Proud. Stand Union***

**MEMBER BECK RIGHTS**

You have a right to be a nonmember of the UPSEU Local 1222 and nonmembers have the right to: 1) object to paying the fraction of Union dues and fees that are not germane to the Local 1222 duties as the bargaining agent and to obtain a reduction of fees for such non-germane activities; and 2) to obtain from the Local 1222 sufficient information to enable you to decide whether to object to the Local 1222's fair share dues and fees equivalency calculation; and 3) to be told the Local 1222's internal procedures for objecting items 2 and 3 may be obtained by written request addressed to the UPSEU Local 1222 at 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.

You should be aware, however, that exercising this option of choosing to be a nonmember means you would not have the right to vote on your contract or to participate in the development of contract proposals or local UPSEU Local 1222 elections. You will also lose other benefits of Local 1222 membership. Local 1222 hopes you will choose to become an active member and strengthen the UPSEU Local 1222's ability to represent you and your co-workers, rather than weakening the union and making it more difficult to represent you. In our democratic Union, the decision is yours.

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