

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION**

PROFESSIONAL TRANSPORTATION, )  
INC., )

Plaintiff/Counter-Defendant, )

v. )

UNITED PROFESSIONAL & SERVICE )  
EMPLOYEES UNION LOCAL 1222, )

Cause No. 3:17-cv-00176-RLY-MPB

Defendant/Counter-Plaintiff. )

**ANSWER AND COUNTERCLAIM**

Defendant United Professional & Service Employees Union Local 1222 (öUPSEU Local 1222ö or öUnionö), by counsel, hereby answers the Complaint (öComplaintö) of Plaintiff Professional Transportation, Inc. (öPTIö or öCompanyö) as follows:

**NATURE OF THE ACTION**

1. Answering paragraph 1 of the Complaint, UPSEU Local 1222 admits the allegations contained therein.

2. Answering paragraph 2 of the Complaint, UPSEU Local 1222 admits that the Award was issued in accordance with the terms of the April 1, 2015 to March 31, 2018 Collective Bargaining Agreement (the öCBAö or the öAgreementö) between the Company and the Union. UPSEU Local 1222 admits that a true and correct copy of the CBA is attached as Exhibit B to the Company's Complaint. Further answering paragraph 2 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

3. Answering paragraph 3 of the Complaint, UPSEU Local 1222 admits that the Arbitrator sustained the Union's grievance and that his Award holds that PTI is contractually

obligated to provide the negotiated April 1, 2016 wage percentage increases to all Level 2 through Level 7 employees who did not receive them. Further answering paragraph 3 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

4. Answering paragraph 4 of the Complaint, UPSEU Local 1222 admits that the CBA provides that the Arbitrator is prevented from altering the terms and conditions of the Agreement. UPSEU Local 1222 denies that the Arbitrator altered the terms and conditions of the Agreement. UPSEU Local 1222 further denies the remaining allegations of paragraph 4 of the Complaint.

#### **PARTIES**

5. Answering paragraph 5 of the Complaint, UPSEU Local 1222 admits on information and belief the allegations contained therein.

6. Answering paragraph 6 of the Complaint, UPSEU Local 1222 admits that it is a labor organization representing employees in an industry affecting commerce as defined in Section 301 of the LMRA, 29 U.S.C. § 185 and that it is also a labor organization within the meaning of the National Labor Relations Act, 29 U.S.C. § 152(2). Further answering paragraph 6 of the Complaint, UPSEU Local 1222 admits that it is the exclusive bargaining representative for all drivers (including but not limited to road drivers, yard drivers, Multiple Purpose Vehicles (MPV~~s~~), Non-Emergency Medical Transporters, and Lead Drivers) and Branch Administrators in their capacity in performing their driving responsibilities at all of PTI~~s~~ locations throughout the United States except Shelby, Kentucky; Martin, Kentucky; Russell, Kentucky; Baltimore, Maryland; Cumberland, Maryland; Jacksonville, Florida; Bennings, District of Columbia; Bellevue, Ohio; Mansfield, Ohio and Youngstown, Ohio. UPSEU Local 1222 further admits that its headquarters are located at 3555 Veterans Memorial Highway, Ronkonkoma, NY 11779 and

that it represents employees in the Southern District of Indiana. Further answering paragraph 6 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

#### **JURISDICTION AND VENUE**

7. Answering paragraph 7 of the Complaint, UPSEU Local 1222 admits that Section 301 of the LMRA gives federal courts jurisdiction to hear disputes over violations of collective bargaining agreements, including those challenging arbitration awards issued pursuant to collective bargaining agreements. UPSEU Local 1222 further admits that PTI is bringing its action pursuant to Section 301 of the LMRA. Further answering paragraph 7 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

8. Answering paragraph 8 of the Complaint, UPSEU Local 1222 admits the allegations contained therein.

9. Answering paragraph 9 of the Complaint, UPSEU Local 1222 admits that this Court has personal jurisdiction over the Union. Further answering paragraph 9 of the Complaint, UPSEU Local 1222 admits that it is a labor organization that represents employees who are employed in Indiana by a corporation headquartered in Evansville, Indiana, as well as, other employees who work outside of Indiana; that the Agreement was negotiated in part in Indiana; that the Union filed unfair labor practice (öULPö) charges against the Company with the Region 25 Office of the National Labor Relations Board (the öNLRBö); and that the Union participated in an arbitration in Indiana and submitted a post-hearing brief to the Indiana-based Arbitrator. Further answering paragraph 9 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

10. Answering paragraph 10 of the Complaint, UPSEU Local 1222 admits that venue is appropriate in this Court. Further answering paragraph 10 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

## **FACTUAL AND PROCEDURAL BACKGROUND**

### **The Economics Of PTI's Business**

11. Answering paragraph 11 of the Complaint, UPSEU Local 1222 admits on information and belief that the Company maintains hundreds of branch locations in 23 states and the District of Columbia, and employs thousands of drivers throughout the country. Further answering paragraph 11 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

12. Answering paragraph 12 of the Complaint, UPSEU Local 1222 admits that there is a seniority-based national minimum wage rate scale and that there are also seniority-based branch-specific wage rate scales across PTI's different branch locations. UPSEU Local 1222 further admits that the CBA provides that wage rates vary from branch location to branch location, wage rates depend on a number of factors including, state law, area, trip configuration, and PTI's ability to recruit and that branch-specific wage rates may be equal to or greater than the national minimum wage rates. Further answering paragraph 12 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

### **The Clear And Unambiguous Terms Of The CBA**

13. Answering paragraph 13 of the Complaint, UPSEU Local 1222 admits the allegations contained therein.

14. UPSEU Local 1222 admits that, under the Agreement, wage rates are branch-specific and depend on numerous factors including, state law, area, trip configuration, and PTI's ability to recruit. Further answering paragraph 14 of the Complaint, UPSEU Local 1222 admits that the parties negotiated and included in the Agreement annual percentage wage rate increases

that vary based on contract year and employees' employment levels. Further answering paragraph 14 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

15. Answering paragraph 15 of the Complaint, UPSEU Local 1222 admits that Section 1(A), Rates, of Article 3, Economics of the CBA contains a table that outlines the 2015 annual wage rate increases and the national minimum wage rates that were effective April 1, 2015. Further answering paragraph 15 of the Complaint, UPSEU Local 1222 states that Section 1(A), Rates, of Article 3, Economics of the CBA also contains a table that outlines the 2016 and 2017 annual wage rate increases for all Level 2 to Level 7 employees. The Union further admits that the language of Section 1(A), Rates, of Article 3, Economics of the CBA is included in paragraph 15 of the Complaint. Further answering paragraph 15 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

16. Answering paragraph 16 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

17. Answering paragraph 17 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

18. Answering paragraph 18 of the Complaint, UPSEU Local 1222 admits that the CBA provides that the Company is obligated to provide each branch location a Wage Table that reflects the contractual increases contained in the Agreement prior to April 1 of each contract year. Further answering paragraph 18 of the Complaint, UPSEU Local denies all other allegations contained therein.

19. Answering paragraph 19 of the Complaint, UPSEU Local 1222 admits that Section 1(C), Guaranteed Scale Above Minimum Wage, of Article 3, Economics, of the CBA provides, in part, that Level 1 Rates will be a minimum of 1.25% above any state/federal minimum wage and

that any Level 1 rate already 1.25% above any state/federal minimum wage will not be adjusted. Further answering paragraph 19 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

20. Answering paragraph 20 of the Complaint, UPSEU Local 1222 admits that the Preamble included in the CBA states the following:

This Agreement has been negotiated through the process of collective bargaining and entered into by and between the parties in a mutual effort to stabilize employment conditions and to promote sound labor and management relations.

The Union recognizes that the Employer must keep abreast of business developments, and must operate efficiently and economically if they are to be able to meet rising costs of operations, including rates of pay and working conditions to members of the Union. Accordingly, the Union agrees that it will cooperate with the Employer to the end that his business may be operated efficiently and further agrees that it will not interfere in any way with the Employer's right to operate and manage its or his business provided that nothing herein will permit the Employer to violate any of the terms and conditions of this Agreement.

Further answering paragraph 20 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

21. Answering paragraph 21 of the Complaint, UPSEU Local 1222 admits that the CBA clearly and unambiguously provides that all Level 2 to Level 7 bargaining unit employees are entitled to receive the 2016 and 2017 annual wage rate increases outlined in Section 1(A), Rates, of Article 3, Economics of the CBA, irrespective of whether these employees made national minimum wage rates or higher branch-specific wage rates. Further answering paragraph 21 of the Complaint, UPSEU Local 1222 admits that these terms are conclusive and must be strictly enforced and applied as written. Further answering paragraph 21 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

22. Answering paragraph 22 of the Complaint, UPSEU Local 1222 admits that the Arbitrator is expressly prohibited from altering the terms of the Agreement. Further answering

paragraph 21 of the Complaint, UPSEU Local 1222 admits that Article 17, Management Rights, of the CBA provides, in part, that: “[I]t is understood and agreed upon by the Union that except as abridged by a specific provision of the Agreement, the Employer reserves and retains the right to exercise solely and ultimately all its inherent rights as provided by law.” Further answering paragraph 22 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

**The Union’s Grievance/Charge Against PTI**

23. Answering paragraph 23 of the Complaint, UPSEU Local 1222 admits that the Company only provided the 2016 annual negotiated wage percentage increases to Level 2 through Level 7 employees who were being paid the national minimum wage rates, and did not award the 2016 annual negotiated wage percentage increases to any Level 2 through Level 7 employees making more than the national minimum wage rates. Further answering paragraph 23 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

24. Answering paragraph 24 of the Complaint, UPSEU Local 1222 admits that it filed a grievance under the CBA to challenge the Company’s decision to provide the 2016 annual negotiated wage percentage increases only to Level 2 through Level 7 employees who were being paid the national minimum wage rates and to refuse to provide the 2016 annual negotiated wage percentage increases to all other Level 2 through Level 7 employees. Further answering paragraph 24 of the Complaint, UPSEU Local 1222 admits that it filed two ULP charges with the NLRB in connection with the Company’s repudiation of the CBA and its refusal to provide relevant and necessary information in connection with the implementation of the 2016 annual negotiated wage percentage increase language in the CBA. UPSEU Local 1222 further admits that PTI has a past practice of providing negotiated annual wage rate increases to all eligible bargaining unit employees, irrespective of their wage rates. UPSEU Local 1222 admits that it relied, in part, on

this past practice in advancing the grievance. Further answering paragraph 24 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

25. UPSEU Local 1222 admits that, under Article 20, Grievance and Arbitration Procedure, grievances not resolved may be advanced to arbitration. UPSEU Local 1222 further admits that, under the CBA, the decision of the arbitrator is final and binding. Further answering paragraph 25 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

26. Answering paragraph 26 of the Complaint, UPSEU Local 1222 admits that the Union and the Company agreed to arbitrate the Union's grievance and ULP charge challenging the Company's decision to provide the 2016 annual negotiated wage percentage increases only to Level 2 through Level 7 employees who were being paid the national minimum wage rates. Further answering paragraph 26 of the Complaint, UPSEU admits that the Union and the Company also agreed to the selection of an arbitrator to preside over the dispute and to render a final and binding decision on the merits of the grievance. Further answering paragraph 26 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

### **The Arbitration**

27. Answering paragraph 27 of the Complaint, UPSEU Local 1222 admits the allegations contained therein.

28. Answering paragraph 28 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

29. Answering paragraph 29 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

30. Answering paragraph 30 of the Complaint, UPSEU Local 1222 admits the allegations contained therein.

**The Award**

31. Answering paragraph 31 of the Complaint, UPSEU Local 1222 admits the allegations contained therein.

32. Answering paragraph 32 of the Complaint, UPSEU Local 1222 states that the Arbitrator's Award speaks for itself. Further answering paragraph 32 of the Complaint, UPSEU Local 1222 denies all allegations contained therein.

33. Answering paragraph 33 of the Complaint, UPSEU Local 1222 states that the Arbitrator's Award speaks for itself. Further answering paragraph 33 of the Complaint, UPSEU Local 1222 denies all allegations contained therein.

34. Answering paragraph 34 of the Complaint, UPSEU Local 1222 admits that the Arbitrator, in part, considered extrinsic evidence when he evaluated the merits of the Union's grievance. Further answering paragraph 34 of the Complaint, UPSEU Local 1222 denies that the Arbitrator's consideration of extrinsic evidence was improper. UPSEU Local 1222 further states that the Arbitrator's Award speaks for itself. Further answering paragraph 34 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

35. Answering paragraph 35 of the Complaint, UPSEU Local 1222 admits that the Arbitrator held that PTI was obligated to provide the negotiated April 2016 wage percentage increases identified in the CBA to all Level 2 through Level 7 employees across all branches, regardless of the employees' pay rates. UPSEU Local 1222 further states that the Arbitrator's Award speaks for itself. Further answering paragraph 35 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

36. Answering paragraph 36 of the Complaint, UPSEU Local 1222 states that the Arbitrator's Award speaks for itself. Further answering paragraph 36 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

#### **CLAIM FOR RELIEF**

37. Answering paragraph 37 of the Complaint, UPSEU Local 1222 incorporates its responses to paragraphs 1 through 37 above as though fully set forth herein.

38. Answering paragraph 38 of the Complaint, UPSEU Local 1222 admits that, in his Award, the Arbitrator cited the language from the CBA that prevents him from altering the terms and conditions of the Agreement. UPSEU Local 1222 further states that the Arbitrator's Award speaks for itself. Further answering paragraph 38 of the Complaint, UPSEU Local 1222 denies all other allegations contained therein.

39. Answering paragraph 39 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

40. Answering paragraph 40 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

41. Answering paragraph 41 of the Complaint, UPSEU Local 1222 states that the Arbitrator's Award speaks for itself. Further answering paragraph 41 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

42. Answering paragraph 42 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

43. Answering paragraph 43 of the Complaint, UPSEU Local 1222 denies the allegations contained therein.

**AFFIRMATIVE DEFENSES**

1. Plaintiff has failed to state a claim upon which relief may be granted.

UPSEU Local 1222 respectfully requests that the Company's Complaint be dismissed in its entirety, that the Union be awarded its incurred costs and attorney's fees and all other appropriate relief.

**COUNTERCLAIM TO ENFORCE ARBITRATION AWARD**

The United Professional & Service Employees Union Local 1222 (UPSEU Local 1222 or Union) alleges as a counterclaim against the Plaintiff Professional Transportation, Inc. (PTI or Company):

1. This Court has jurisdiction and venue over this matter under the provisions of Section 301(a) and (c) of the Labor Management Relations Act of 1947 (LMRA), as amended, 29 U.S.C. § 185, *et seq.*, as well as the federal common law governing matters that require the interpretation and/or enforcement of collective bargaining agreements.

2. UPSEU Local 1222 is a labor organization representing employees in an industry affecting commerce under the meaning of the LMRA, 29 U.S.C. § 142, *et seq.* The Union provides such representation within the geographic area covered by this Court.

3. The Company operates a nationwide operation that is headquartered in Evansville, Indiana. The Company is engaged in an industry affecting commerce as defined in the LMRA, 29 U.S.C. § 142, *et seq.*

4. UPSEU Local 1222 is the exclusive bargaining representative for all drivers (including but not limited to road drivers, yard drivers, Multiple Purpose Vehicles (MPVs), Non-Emergency Medical Transporters, and Lead Drivers) and Branch Administrators in their capacity in performing their driving responsibilities at all of PTI's locations throughout the United States

except Shelby, Kentucky; Martin, Kentucky; Russell, Kentucky; Baltimore, Maryland; Cumberland, Maryland; Jacksonville, Florida; Bennings, District of Columbia; Bellevue, Ohio; Mansfield, Ohio and Youngstown, Ohio. The Union represents employees in the Southern District of Indiana.

5. UPSEU Local 1222 and the Company are parties to a collective bargaining agreement which became effective April 1, 2015, and continues through March 31, 2018 (the "CBA"). A true and correct copy of the CBA is attached to the Company's Complaint as Exhibit A.

6. Article 20 of the CBA sets forth a Grievance and Arbitration Procedure that applies to disputes between the Union and the Company concerning the application or interpretation of provisions of the CBA. (Exhibit A of the Company's Complaint, pp. 34-36).

7. As provided in Article 20, Section 2(A)(b), "the arbitrator is prohibited from altering the terms and conditions of [the CBA] and the decision of the arbitrator shall be final and binding." (Exhibit A of the Company's Complaint, p. 35).

8. Article 20, Section 2(A) states that "the decisions of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved." (Exhibit A of the Company's Complaint, p. 35).

9. As provided in Article 20, Section 2(A)(b), the arbitrator shall render an award no later than thirty (30) days from the receipt of post-hearing briefs for grievances that do not involve discharge. (Exhibit A of the Company's Complaint, p. 35).

10. Consistent with their past practice, during the negotiations for the CBA, the Company and the Union negotiated annual percentage wage rate increases that the Company was obligated to provide to eligible bargaining unit employees in April of 2015, 2016 and 2017.

11. Section 1(A), Rates, of Article 3, Economics of the CBA outlines the annual percentage wage rate increases that the Company was obligated to provide to eligible bargaining unit employees in April of 2015, 2016 and 2017. (Exhibit A of the Company's Complaint, p. 9).

12. Under the CBA, there are seven (7) negotiated employment levels that correspond to bargaining unit employees' respective seniority with PTI. For example, employees with zero (0) to sixty (60) days of employment with PTI are Level 1 employees; employees with sixty-one (61) days to one (1) year of employment with PTI are Level 2 employees, etc. The seven (7) negotiated employment levels are outlined in Section 1(A), Rates, of Article 3, Economics of the CBA. (Exhibit A of the Company's Complaint, p. 9).

13. The Company employs bargaining unit employees at various branches in multiple states throughout the country. Under the CBA, wage rates for the bargaining unit employees are branch-specific and depend on numerous factors including, state law, area, trip configuration and PTI's ability to recruit. There is a national minimum wage rate scale that serves as the wage floor for all of the Company's bargaining unit employees. Wage rates vary from branch location to branch location and branch-specific wage rates may be equal to or greater than the national minimum wage rates. (Exhibit A of the Company's Complaint, p. 9).

14. The annual percentage wage rate increases that the Company was obligated to provide under the terms of the CBA were negotiated on an employment level basis. Thus, if an annual percentage wage rate increase is negotiated for an employment level, then all employees in that employment level are entitled to receive the annual percentage wage rate increase for that employment level, regardless of whether they were making the national minimum wage rate associated with their employment level or a higher branch-specific wage rate.

15. In 2015, the Company provided the 2015 annual percentage wage rate increases to all bargaining unit employees, regardless of whether they were making the national minimum wage rate associated with their employment level or a higher branch-specific wage rate.

16. Article 3, Section 1(A) of the CBA outlines the 2016 annual wage rate increases and provides that they are to be provided to all Level 2 to Level 7 bargaining unit employees. (Exhibit A of the Company's Complaint, p. 9).

17. On or around April 1, 2016, pursuant to the grievance procedure, UPSEU Local 1222 filed a grievance alleging that the Company failed to properly provide all bargaining unit employees with the April 2016 annual percentage wage increases it was contractually obligated to provide under Article 3, Section 1(A). A true and correct copy of the Union's grievance is attached hereto as Exhibit 1. The grievance also alleged that the Company's improper implementation of the April 2016 annual percentage wage increases deviated from the practice of how it had applied all prior wage rate increases in the past. As a remedy, the Union requested that the Company provide the contractually obligated wage rate increases, with interest, to all eligible employees, including those who no longer worked for the Company.

18. The parties failed to resolve the grievance, and the Union submitted the grievance to arbitration.

19. On July 19, 2017, the parties participated in an arbitration hearing conducted by Arbitrator Joseph V. Simeri (Arbitrator Simeri) regarding the grievance. During the hearing, the parties were offered a full and complete opportunity to introduce evidence, examine and cross-examine witnesses, and present arguments.

20. The record was closed upon Arbitrator Simeri's receipt of the parties' post-hearing briefs.

21. On October 3, 2017, Arbitrator Simeri issued his Arbitration Award (öAwardö). A true and correct copy of the Award is attached to the Companyö Complaint as Exhibit B.

22. Based on his review and interpretation of the CBA and record evidence, Arbitrator Simeri sustained the grievance and ordered the Company to provide the contractually required April 2016 percentage wage increases, without interest, to all Level 2 through 7 employees who had not received it. The Arbitrator directed the Company to remit the payments owed within forty-five (45) days of the date of his Award. (Exhibit B of the Companyö Complaint, p. 14).

23. Arbitrator Simeri retained jurisdiction to resolve issues concerning implementation of the remedy. (Exhibit A of the Companyö Complaint, p. 14).

24. The Company has refused, and is continuing to refuse, without justification to abide by Arbitrator Simeriö Award, including, but not limited to his direction to provide the contractually required April 2016 percentage wage increases, without interest, to all Level 2 through 7 employees who had not received them.

25. UPSEU Local 1222 and the employees it represents are without adequate remedy at law and are suffering irreparable injury daily because the Company is refusing to comply with its obligations under the CBA and the Arbitration Award.

26. Arbitrator Simeri did not exceed his authority in issuing the Award.

27. Arbitrator Simeri did not issue his Award upon a matter that was not submitted to him.

28. Arbitrator Simeri did not dispense his own brand of industrial justice.

29. Arbitrator Simeriö Award draws its essence from the partiesö CBA and the Arbitrator interpreted the CBA in rendering his decision.

30. Arbitrator Simeri's Award is limited to a decision on the dispute for which the parties stipulated was properly before him, and his decision does not in any way change, supplement, or modify any of the terms or provisions of the CBA.

WHEREFORE, UPSEU Local 1222 respectfully requests that this Court:

- a. Confirm and enforce Arbitrator Simeri's decision and award concerning the Company's obligation to provide all Level 2 through Level 7 employees with the negotiated April 2016 annual percentage wage rate increases outlined in Article 3, Section (1)(A) of the CBA;
- b. Order the Company to comply with Arbitrator Simeri's Award by requiring it to pay the April 2016 annual percentage wage rate increases to all Level 2 through Level 7 employees who did not receive it, with interest applied to the amounts owed from the date of the Award;
- c. Order the Company to pay UPSEU Local 1222 its costs and reasonable and necessary attorney's fees in this matter, and;
- d. Issue such other relief as this Court may determine is just and proper.

Respectfully submitted,

/s/ Nancy A. Parker

Nancy A. Parker (PA Bar No. 312210)  
Attorney for the Union  
**United Steelworkers**  
60 Blvd. of the Allies, Suite 807  
Pittsburgh, PA 15222  
Phone: (412) 562-1679  
Fax: (412) 562-2429  
Email: [nparker@usw.org](mailto:nparker@usw.org)

**MACEY SWANSON LLP**

/s/ Robert A. Hicks

Robert A. Hicks, Attorney No. 25310-49

445 N. Pennsylvania Street, Suite 401  
Indianapolis, IN 46204-1800  
Phone: (317)637-2345  
Fax: (317)637-2369  
E-mail: [rhicks@maceylaw.com](mailto:rhicks@maceylaw.com)

Attorneys for the Union

DATED: December 8, 2017

**CERTIFICATE OF SERVICE**

I hereby certify that on the 8<sup>th</sup> day of December, 2017, a copy of the foregoing was filed by use of the Court's electronic filing system. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

Mark J. R. Merkle, Attorney No. 10194-49  
KRIEG DeVAULT LLP  
12800 North Meridian Street, Suite 300  
Carmel, Indiana 46032  
[mmerkle@kdlegal.com](mailto:mmerkle@kdlegal.com)

Libby Y. Goodknight, Attorney No. 20880-49B  
KRIEG DeVAULT LLP  
One Indiana Square, Suite 2800  
Indianapolis, Indiana 46204-2079  
[lgoodknight@kdlegal.com](mailto:lgoodknight@kdlegal.com)

/s/ Robert A. Hicks (Attorney No. 25310-49)

/s/ Nancy A. Parker  
Nancy A. Parker (PA Bar No. 312210)  
Attorneys for the Union

60 Blvd. of the Allies, Suite 807  
Pittsburgh, PA 15222  
Phone: (412) 562-1679  
Fax: (412) 562-2429  
Email: [nparker@usw.org](mailto:nparker@usw.org)