

Union Drivers' Journal

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

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Union Update for PTI Drivers

July 5, 2018

We Hope Everyone had a Terrific July 4th: We realize the Railroad doesn't stop on the holidays and lots of our drivers had to work. Hopefully you found a way to enjoy your families around your schedules.

UPSEU-USW/PTI Negotiations: Negotiations on non-economic issues continue. The Company and Union met near Chicago and in Charleston, WV since the last update. We are scheduled for another session in Charleston on July 11th and 12th. Most of the 103 non-economic proposals have been discussed and we have resolutions on many of those. There are a number of thorny issues that remain to work through. As we take up these proposals and issues we have been calling affected drivers and reps for their expertise and knowledge. Unless we reach a major hurdle, we should complete non-economic issues with a couple of more bargaining sessions.

UPSEU-USW/PTI Grievance and Arbitration Status: As the negotiations have progressed both the company and the union have taken part of those sessions to deal with new complaints and grievances, so they don't build back up. We now have a list of eleven (11) unresolved cases that are poised for Arbitration. We have scheduled two days of Internet Arbitration on July 24-25 for these cases. The Union's intention is to either resolve or arbitrate any case that arose under the 2015 Contract prior to reaching a new agreement.

UPSEU-USW/PTI Federal Lawsuit over 2016 Wages: As we have cautioned, this process is slow. The company brief was due on June 29th and that pushes the Union's reply brief to a due date of July 27th. After July 27th we wait for the Court/Judge to rule on the summary judgment motions. Judges are unpredictable and it depends on their schedule as to when they issue the decision. The schedule for briefs and reply's has slipped from when we first started reporting dates to you. This frustrates drivers and your attorney's and union staff. We are providing the timing as best we know it and as it changes, we are keeping you up on that. Some of you have been involved in court proceedings and get it. Those who have not, are understandably frustrated. Best advice, just hand in there.

Hallcon/Renzenberger BNSF Units: We have now organized eleven (11) former PTI BNSF RR sites in the Pacific Northwest that are now Renzenberger locations. Members in those locations overwhelmingly ratified a Memorandum of Understanding (MOU) last week that puts them under the existing Renzenberger master agreement. That Contract has 16 other locations already covered. We have three more of these sites to finish member application canvassing and take ratification votes. These locations will be part of a single negotiations when the master agreement gets

renegotiated in November.

Hallcon/Renzenberger Vacation Issues: Our drivers under the Renzenberger master agreement have had one devil of a time getting credit for all their vacation/PTO time. The Union has provided information to the company that allows them to calculate both prior crew hauling time and the time worked for Renzenberger. The company has now provided a spreadsheet of vacation eligibility, that we will send to location union Stewards. Check with them to see if you are on the list and if your eligibility is correct. Stewards should let their Union Area Reps know if there are still issues.

Hallcon/Renzenberger PTO Time: There seems to be a misunderstanding of how the contract transitioned from the Safety Incentive Program that granted limited PTO time, to the contract's guaranteed vacation provisions. Prior to the contract, drivers could earn paid time off (PTO) by not violating any provisions of the Safety Incentive Program then in place. If a driver did not meet all the program's criteria, PTO was not awarded. Under the union contract, that system was replaced by a guaranteed amount of paid time off (Vacation/PTO) based on your seniority. Any PTO earned under the prior safety program was rolled over into the new system, but the company had the right to end PTO accumulation under the safety program. When calculating your PTO now, drivers should refer to the vacation schedule in the contract and look for any unused PTO from the old safety program. The company may choose to continue to offer extra PTO under the safety program, but is not obligated to.

RailCrew Express Negotiations at Kendleton, TX: RCX and the Union have completed the language portion of negotiations for a first contract at Kendleton. The Union and company are now working on the wage portion of the contract. Hopefully we will have something ready for driver ratification in a week or two.

RailCrew Express Contract Extension Ratified at Dupu, IL.: The USW has a contract with RCX at Dupu. The company proposed to keep the same language in the existing contract, and offered a three year extension of the agreement with a solid offer of wage increases. Drivers overwhelmingly ratified that proposal on April 16th.

Workers' Rights Under Attack: A reality of life is that what you win at the bargaining table can be taken away by administrative action, legislation and/or the Courts. Workers need to be aware of changes to the protections that level the field in the workplace with employers. Specifically:

- The National Labor Relations Board (NLRB), which is supposed to enforce workers' rights when employers violate them, has been stacked with pro-employer Board members who are busy reversing prior Board decisions that favored workers organizing rights. This will make it harder for workers to vote for union representation and have a united and legally protected voice.
- The Supreme Court issued a decision called "Epic Systems Corp. v. Lewis" that reversed decades of labor law. The issue was the ability of an employer to demand that a worker sign a waiver of his/her right to participate in a "class action" lawsuit, in favor of an employer-designed arbitration process. While this does not specifically impact employees who have a union, it is a significant roll-back in worker protections. Since individual employees rarely have the resources to go to court on their own, and challenging the company in an internal arbitration proceeding as a single employee is often too intimidating for employees, this ruling effectively protects the employer from oversight on many employment violations. On the other hand, it is a reason employees should unionize.

- Unfortunately, the Supreme Court didn't leave this session at the "Epic" ruling. In a far reaching case called "Janus v. AFSCME", the court essentially imposed a national "right to work" law on all places of public employment. In a convoluted and hypocritical decision, the Court ruled that there was a conflict of interest between freedom of speech and the public employee requirements to either be a member or pay an "agency fee" for union benefits and services. So now, public employee unions must represent everyone, but no one has to pay dues for those services. We have dealt with this in the private employment sector for a long time. It is survivable, but again, makes it harder to maintain and build a strong labor movement capable of confronting employer excesses.

We inform you of these decisions and actions to point out that who you elect really does matter. The current political environment is polluted with special interest money and seeks to divide us. If we fall for those well-financed tactics we are losing sight of their real goal, which is to gather all the chips on their side of the table. Please pay attention and vote in your own best self-interest. One of those self-interests is a strong labor movement that balances the economy toward fairness and opportunity. This means we need to make sure the candidates we vote for truly stand with labor, stand with workers, and stand on the right side of justice!

Solidarity, As We Push Ahead

Getting Help: Your Location Steward should be the first stop in trying to get your union contract questions answered or if you have a problem. However, we understand that it's sometimes hard to reach a Steward. The next and quickest way to get some help is:

The Union Driver Hotline at (866)203-4960.

Email us at: 1222@usw.org.

Union Area Representative Contact Information: Here are the contact numbers for our four Union Area Representatives:

Northeast States: Jeff Kramer – Phone: (317) 691-7690

Email: jkramer@organizing.usw.org

(Connecticut, Illinois, Indiana, Iowa, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New York, Ohio, Pennsylvania, Rhode Island)

Southeast States: Darryl Turner –

Phone: (205) 253-3016

Email: dturner@organizing.usw.org

(Alabama, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Missouri, New Jersey, North Carolina, South Carolina, Tennessee)

Western States: Vicki Fuston –

Phone: (509) 205-9608

Email: vickifuston@gmail.com

(Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Utah)

Southwestern States: Jackie Bell –

Phone: (817) 343-8862

Email: jbelle@organizing.usw.org

(Arkansas, Louisiana, Oklahoma, Texas)

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Union Driver Hotline - 1-866-203-4960 –

Fax: 1-412-562-2318 –

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