



TEAMSTERS LOCAL UNION NO. 1205

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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Contract Negotiations Update: 3

June 23, 2015

Dear Brothers and Sisters—

Most of you have now received the unsigned Fairy Tale Update from Baumann. And so, as I give you a TRUE update of the situation, I'll address some of the many lies that the Fairy Tale Update is packed with. I'll also list some of the many outrageous proposals in the company's "Final Offer"—which the company (for some strange reason) neglected to mention to you.

The company's deliberate deceptions are a desperate attempt to scare you into submitting to a terribly inferior and insulting contract, a contract that this Union and your Negotiating Committee would never, ever recommend you accept.

The fact is, the company has not been bargaining in good faith. In reality, their wage and benefit proposal has not changed since they first presented it more than a month ago. And, as we've reported, they've cancelled a number of scheduled meetings. They are just going through the motions. It is illegal, and is technically called "surface bargaining."

Ridiculous Lie Number One:

The company falsely claims their offer "will raise average employee pay by 2-3% in the next school year." There is so much deception loaded into that little phrase!

The Truth:

First of all: The company stated in writing that they would not agree to any annual pay increase in any of the next 3 years. They proposed that the Union agree to meet with them next year to discuss possible wage increases in years 2 and 3, but only if the Union members agree to waive our right to strike. In other words, whatever the company may or may not offer, we'd have to accept it, because there would be nothing else we could do. Brothers and sisters, this is not serious negotiating. The company wants us all to agree to beg, without any recourse—something we will never do.

The next aspect of the company's deliberate attempt to deceive you by nonsensically stating that their last offer "will raise average employee pay 2-3%": We requested they show us in writing how they calculated that; how any employee would achieve those increases. They refused to show us. Their refusal was necessary because their statement is a lie and they know it.

They say the "raise" would come from employees getting "3-6 extra days of pay per year." Of course, that's not a raise in wages—in how much a person is paid per hour. But even their own statement that "the average employee" will have "3-6 extra days of pay per year" is untrue, for the following reason: The company says they might pay the contract minimum pay (not the package guarantee) if a package is not running, but only if we agree to let them demand that 25% of those employees whose packages are not running report to work! And if, under such circumstances, an employee does not report to work in person, the company would have the right to discipline the employee for refusing! And remember, this proposal is what they're telling you "to vote to accept" because "it is best" for you! If this wasn't so evil it would be funny.

And what is “the union’s plan” in this matter, which the company graciously asks you “to reject”? The Union has demanded that every Driver and DA be guaranteed 5 days’ pay for every week of a 39-week school calendar year. If your package isn’t running, you don’t come to work and you are paid your package. This is what many other school bus companies pay, and Baumann should be required to pay this to its employees.

Ridiculous Lie Number 2:

The company falsely claims that through its offer, your healthcare costs would not increase by more than 2% a year.

The Truth:

What the company fails to tell you is: they have completely eliminated any company-provided medical plan and are attempting to dictate to the Union’s medical plan that we cannot offer our benefits if the cost increases above 2%. In other words, they want the Union to cut our benefits, offer inferior medical benefits—with high deductibles and less coverage—so that the company doesn’t have to pay any increase beyond the 2%! The Union proudly built our decent medical plan to accommodate the needs of our members and it should be the responsibility of the company to pay for such reasonable coverage. The coverage we are demanding Baumann pay for is now paid fully by dozens of Local 1205 employers, including First Student, and Baumann should be required to pay this for its employees!

Ridiculous Lie Number Three:

“The Union Refused [to see the company’s] financial statements.”

The Truth:

The Union not only said we would be interested in seeing the financial statements, but requested to see each of the last five years of audited financial statements, this year’s unaudited statements, and Ron Baumann’s personal income tax statement.

The company refused every part of our request. We promised we would not share copies of the information with anyone. The company insisted on only one select year of financial statements. (It would be their fiscal year September 2013 through August 2014, the year they purchased Oceanside.) And they would provide this only if the Union signed a “confidentiality agreement” allowing the company to sue us in court if the company believed we released any financial document to anyone! We will not allow any such bogus lawsuit to be filed against us. More importantly, if the company is claiming they can’t afford our proposals, they—under law—have to provide the Union with their financial statements, statements that would support their financial position that they can’t afford our proposals. But when I asked them pointblank if they are saying they can’t afford our proposals, they replied: “We haven’t said that,” only that they were not “willing to pay.” So, as I’ve told you before, they can cry poverty all they want, but it is our belief Baumann can afford our proposals!

Ridiculous Lie Number Four:

The company falsely says that the Union claimed “it could even put the company out of business” and “will talk to other bus companies and districts to take away work from the Company and our employees.”

The Truth:

We have repeatedly stated to Baumann that Local 1205 wants to help the company grow its business, hopes the company’s reputation improves so that people want to work for Baumann and customers want to renew their contract with Baumann. We’ve stated that respectful wages and benefits, respectful treatment, and a safe and pleasant work environment could make Baumann a very fine place to work! The fact is, Baumann himself has talked to other bus companies about selling his business to them and has *himself* spread the rumors that he might be losing more work. This Union has never said we’d talk to other bus companies and districts about taking away work from the company. The company simply made it up!

The fact is Baumann's lawyers asked the Union what we thought might happen if Baumann continued to refuse to offer anything in wages and benefit increases and if the Union members went on strike. We said in no uncertain terms we would fight him with everything in our legal power to get him to change, including a possible strike. Baumann has lost work to other unionized bus companies on Long Island, and it has had nothing to do with Local 1205 but everything to do with bad management! And if Baumann loses more work, it will be Baumann's own fault, not the fault of this Union, and not the fault of its Drivers, DAs, or Mechanics. History has shown that when other bus companies take over a Baumann contract, they are usually very happy to hire Baumann employees to continue doing the work you are doing now. (And they often pay higher wages)!

The Company's Divide and Conquer Technique

Baumann's deliberate lies are an attempt to turn you against your Union, turn you against your Negotiating Committee. Baumann wants you to think that your only option is to accept their insulting offer. Baumann wants to fool you into thinking your Union's Negotiating Committee does not have your best interests at heart. That is plain stupid and insulting to your intelligence. It is not in any Local 1205 members' interest to have Baumann lose work. Baumann's desperate lies are just that: lies geared towards dividing us against each other, lies geared toward your panicking so Baumann can slip through his awful contract offer!

Brothers and Sisters: don't be fooled! We are demanding fairness and nothing else! We've attempted to reach fair compromises with Baumann, but our proposals have been met with scorn. Baumann's methods are a mockery of the collective bargaining process and we should not allow him to get away with it.

Many Other Outrageous Parts of Baumann's "Final Offer" They Failed to Tell You About

Here are 25 Examples:

1. The company offer excludes paying for retraining, safety classes, and any time spent changing routes.
2. The company offer eliminates seniority for bidding any and all extra work. (Favoritism will reign again.)
3. The company offer would prevent many employees from getting either Labor Day or July 4th as a paid holiday, days they now get.
4. The company offer would allow the company to fire a worker immediately if any said employee gives 2 weeks' notice. That is, the employee could be let go immediately and without pay.
5. The company offer deprives 12 month Drivers and DAs and summer employees of a 5-day-a-week package guarantee.
6. The company offer reduces the opportunity for weekly overtime by capping work at 40 hours instead of the 44 hours now in our contract.
7. The company offer states that in order for you to get paid for a day when your school is closed, the company has the right to demand certain employees (not by seniority) report to work; and the company can discipline anyone for refusing to report (even though your school is closed)!
8. The company offer states in many instances you are no longer guaranteed your package but only the minimum guarantees.
9. The company offer states that weekend work is not subject to the minimum guarantees.
10. The company offer states that all vacancies from May 1st through the summer do not have to be posted, but can be handed out at management's discretion.
11. The company offer states that anyone who presently has any accrued vacation time or sick time may lose the time at the start of this new contract.
12. The company offer states that as of September 1, 2015, those employees with less than one year of service, depending upon when they were hired, may not get a vacation accrual for almost two years. And they would lose their currently accrued time in order to qualify for a new vacation schedule.
13. The company offer eliminates the practice of allowing sick days to be carried over into the next year.

14. The company offer eliminates the practice of employees receiving unpaid accrued sick time when they leave the company.
15. The company offer states that there will no longer be any payouts for any unused vacation time.
16. The company offer states that if any employee is out sick for 3 days or more, they have to bring in a doctor's note or they will be suspended without pay and possibly terminated.
17. The company offer removes current language that states payroll errors have to be paid "no later than the week following the shortage."
18. The company offer makes it harder for employees to transfer to other yards.
19. The company offer makes it mandatory that employees report to the terminal when any part of their package is not running.
20. The company offer refuses to mandate any Home Vehicles and the existence of Home DAs, or Park-Outs.
21. The company offer not only fails to have any annual wage increases, but it reduces the pay rates for all new Drivers and DAs.
22. The company offer states that employees who do task specific work may be required to do said work during the summer months in order to retain the work in the following school year.
23. The company offer states that an employee shall be disciplined if he or she informs the company within less than one hour of report time that said employee will not be at work; and if any employee is more than 15 minutes late, he or she will be considered a "no call, no show."
24. The company offer states that Mechanics and Maintenance employees who call in sick on a day routes are closed due to snow or emergency shall require a doctor's note prior to being allowed to return to work, even if out for only one day.
25. The company offer states employees are required to make payments to the company for any fines, including fines for "uniform violations, identification violations, seatbelt violations, cell phone violations, etc." (And what on earth is the "etc."?)

There are other hellish company changes to our contract in their "final offer" which they want you to accept (and didn't tell you about), but this update is already getting too long!

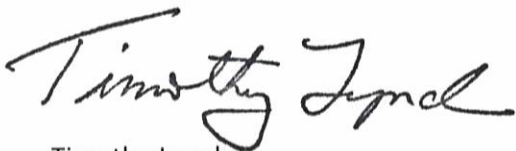
Taking a Stand

Enclosed is a ballot we urge you to read. It's evident that Baumann's offer is insulting and completely unacceptable. Therefore, your Negotiating Committee is requesting that you reject it and authorize us to take any legally appropriate action we deem necessary, including a strike action, to achieve a fair contract.

Baumann's lead lawyer stated to me that he and the company believe the workers will not fight back but will accept the terms Baumann is setting down. I told him that he and the company are again underestimating the integrity and intelligence of each of you. The company hopes you're weak-minded, willing to believe their scare tactics, unable to stand together for justice.

Let's send a clear and powerful message that proves to Baumann once and for all: **WE WILL NOT ROLL OVER, WE WILL NOT BACK DOWN, AND WE WILL NOT REST UNTIL WE ACHIEVE A CONTRACT THAT IS FAIR TO ALL OF US! United, We Will Win!**

In solidarity,



Timothy Lynch

P.S. Please do not delay sending your ballot back. The sooner we receive them, the sooner we will request Baumann return to the bargaining table. Mail it today!