



STICKING TO THE FACTS

“Jobs for Life” or “Jobs on UP’s Terms”?

Teamsters Rail Conference - BMWED & BLET

Rail workers in the Teamsters Rail Conference (BMWED and BLET) were offered the same “Jobs for Life” offer that Union Pacific offered to other unions. What they call “jobs for life” is actually little more than a flimsy involuntary furlough agreement, with none of the actual protections offered by employee protective conditions the Surface Transportation Board (STB) is empowered to impose on any UP-NS merger transaction.

Railroad workers deserve clear, enforceable protective conditions, backed by statute. Protections that don’t rely on revocable promises or the craftily-worded carve outs that UP has buried in its “Jobs for Life” proposal.

UP’s proposal also offers a path for the post-merger railroad to reduce its workforce by allowing positions vacated through retirement, death, transfer, or disability to go unfilled. In the rail industry, these agreements are not new and have led to a reduction in rail workforce over time. This sort of “guarantee” allows UP to cut its workforce slowly, meeting shareholder demands through steady attrition, undercutting workplace safety and worker opportunity.

Links to the facts on previous “Jobs for Life” guarantees:

<https://www.nytimes.com/1972/07/21/archives/railways-and-union-settle-35year-fireman-dispute-railways-settle.html>

<https://www.utu953.org/general/agreements/national-agreements/1985/article-xiii-firemen/>

Even while allowing for the slow attrition of the workforce, the former agreements linked above included robust language for training workers, promotions, and rehiring. UP’s current proposal omits even these straightforward workforce issues.

UP’s “Jobs for Life” guarantee is not what it seems. It gives room to UP to revisit its supposed promises, allowing it to protect profit margins instead of protecting workers (based on “extraordinary disruption”). It relies on vague, enthusiastic language in place of real, enforceable conditions. It allows a merged railroad to slowly offload its workers instead of dramatic near-term cuts. Ultimately, It creates terms whereby UP can tailor the jobs it offers to the workers it chooses to keep, on the lines it doesn’t lease off, with Jobs on UP’s terms, subject to change.

GET THE FACTS BY VISITING 

<https://teamster.org/divisions/rail-conference/>



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UP’s Claims	The Facts
UP’s proposal responds to “concerns about the impact of the [merger] transaction and the transition to a combined operation.”	Protective conditions are <u>not</u> voluntary responses to “concern.” They are mandatory obligations triggered by a control transaction like a merger. Protective conditions imposed under statutory authority are not subject to substitution or watering down.
Union Pacific expects growth to provide job security for workers affected by its merger.	<u>Projections are not protections.</u> UP’s language creates no enforceable rights for workers impacted by a merger.
Workers will be “guaranteed” a job under applicable agreements for their working lifetime with the combined entity, if desired, and will not be subject to involuntary furlough. UP’s offer is conditioned upon workers <u>accepting available work opportunities</u> in accordance with applicable collective bargaining agreements and <u>implementing agreements</u> (<i>emphasis added</i>). NOTE - Implementing agreements can override provisions of the collective bargaining agreements in effect on pre-merger properties.	This “guarantee” undercuts real worker protections and allows UP to: • Force a worker to relocate to keep their job, possibly hundreds or thousands of miles on a merged system. • Force a worker to a different position as a condition of staying employed. • Force a worker to accept reduced earnings and benefits for doing the same work on track that UP has indicated it intends to lease off to third parties after the merger. • Combine seniority districts through implementing agreements. UP’s “guarantee” gives it room to subject these workers to these outcomes with no protections for the worker who suffers a loss due to forced relocation or lost work in their original position! UP’s conditional “guarantee” offers workers less protection than imposed employee protective conditions.
UP’s proposal includes a clause allowing it to change its “guarantee” based on post-merger traffic or performance.	Protection for workers shouldn’t depend on economic cycles or shareholder veto. Where railroads have created disruptions to rail traffic, protective conditions support workers through the fallout from bad decisions made by their management.