

WHERE'S OUR \$1.91?

In August 2010, the company claimed that it couldn't give us the \$1.91 because the union was preventing it.

On March 8, 2011, (YES, you read that right - 2011! Over a year ago!) the company rejected the union's offer to withdraw all charges if the company gave back the \$1.91. See the back side of this flier for the offer from the March 8, 2011 bargaining session.

On December 30, 2011, a federal administrative law judge ordered the company to give back the \$1.91 proving the union was right all along.

On January 27, 2012, the company appealed the judge's order, and has indicated that it will drag this issue out in the courts for as long as possible.

During the first week of April, during business meetings at multiple yards, the company stated its new position: That the \$1.91 belongs to them.

So who do YOU think the \$1.91 belongs to?



For more information about our campaign to win a fair contract, call **Ron Seamans, Jr.** at **(202) 409-0430**.

REJECTED

The following proposal from our Negotiating Committee was rejected by KAG West.

LETTER OF AGREEMENT
BETWEEN
KAG WEST, INC. and
IBT LOCAL 986

Whereas IBT Local 986 (“the Union”) was certified by the National Labor Relations Board (“NLRB”) as the representative of the drivers and mechanics employed by KAG West, Inc. (“the Company”) in Southern California, in NLRB Case No. _____; and

Whereas the Union filed Charge No. _____ before the NLRB, alleging that the carrier violated the National Labor Relations Act by failing to grant a \$1.91 restoration of pay to employees represented by the Union, while granting this restoration to all other employees; and

Whereas the Company denies the Union’s charge, is willing to grant the employees the scheduled \$1.91 restoration as of August __, 2010, and believes that the Union’s certification and the possibility of incurring Board charges bars it from doing so; and

Whereas the Union and Company are presently in collective bargaining negotiations, and wish to resolve this dispute in their mutual interests and in the interests of KAG employees;

Therefore, the parties agree as follows:

1. Effective immediately, the Company will grant a \$1.91/hour restoration of pay to all of the employees represented by the Union under NLRB Case No. _____, retroactive to August __, 2010. Retroactive payments will be applied to all earnings from August __, 2010 to the present and will be paid to employees at the conclusion of the pay period in which this Agreement is executed.
2. Within 10 days of the Company’s fulfillment of the terms of Paragraph 1, the Union will withdraw Charge No. _____ with prejudice.
3. The Union waives its claims to file any action under state or federal law based on the company’s alleged failure to restore \$1.91/hour wages before the execution of this Agreement, or its restoration under the terms of this Agreement; nor will it seek backpay, interest, or any other damages in any forum based upon such a claim. The Union further agrees that it will not sponsor or encourage any actions by employees arising from this matter.
4. This Agreement does not preclude either the Company or Union from seeking or agreeing to changes in wages in negotiations for a collective bargaining agreement.

Agreed this ___ day of March, 2011.

Company Representative

Union Representative