June 13, 2019

Safety

Elimination is not Modernization

Why has BNSF canceled its Safety Agreement with Maintenance of Way employees? What does it really mean and what does it mean to me? Canceling our Safety Agreement is really about the Company not wanting the employees (collectively, the “Union”) to have a voice (by collectively bargained agreement) in our own Safety Program.

The BNSF “Notice” to cancel the employee’s Safety Agreement offers up reasons as to why it wants to cancel an Agreement that has helped create the best safety record in the history of the Company. Let’s examine what it really says:

1. Mr. Cech says to further Safety, the Safety Agreement must be “modernized,” because BNSF does not look like it did when the Safety Agreement was created.

   Answer: “Modernization” is not really relevant. Our Safety Agreement was never created based on how BNSF “looked.” It was created with the belief that the employees (collectively, the “Union”) should have a real say in the safety programs designed to keep us safe. BNSF has “re-organized” itself and taken on a different “look” many times since the Agreement was created. And, regardless of what the railroad “looked” like, in every case, BMWE’s injury frequency ratio improved under the employee’s Safety Agreement.

   The number of Operating Divisions, Corridors, General Managers, Engineers, Chief Engineers, Assistant Chief Engineers, Directors of Line Maintenance, Division Engineers, Roadmasters, or management by any other name, never mattered. BNSF has taken on a different “look” and changed many times. Having a guaranteed voice for the employees, “a seat at the table” in our safety program, is what matters. That should not change.

2. Mr. Cech says the “Safety Advisory Committee,” (SAC) as required in the employee’s Safety Agreement, is “formal,” “inflexible,” “cumbersome,” and “does not yield results quickly enough.”

   Answer: How would he know? Mr. Cech has never brought an issue to the “SAC” ever, even though he is a member of the SAC! In fact, BMWE had to fight to keep the “SAC” in existence as
BNSF tried to eliminate it entirely, even though it was required by our Safety Agreement. Over all these years, the number of issues Management has ever brought to the “SAC” can be counted on less than one hand. What the “SAC” provides the employees is a guaranteed voice in our Safety program, a voice the Company now seeks to silence. The new management team at BNSF does not want to hear your voice when it comes to control of our Safety Program.

The “SAC” provides that Safety Committees, safety positions, safety programs, and the duties of Safety Assistants and Bridge Safety Workers must be agreed to by the “SAC,” which consists of the highest-level management of the Safety Department, Labor Relations Department, Engineering Department, and the Representatives of the employees (the Union).

As example, when the Company (prior to the current management team) proposed that Safety Assistants be part of Company “Audit Teams,” BMWE representatives said NO! Having a BMWE Safety Assistant part of the Company Audit Team that can result in discipline proceedings would destroy the credibility of the “employee’s safety program.” Management’s side agreed and Safety Assistants did not have to become part of the Company audit team. That is a valuable voice for the employees. That is a seat at the table. A voice and a seat the Company now wants to eliminate. A voice you should work to protect.

3. Mr. Cech says the “state of the art technology” for new hire “on-boarding” at Johnson County Community College (JCCC) was not available when the Safety Agreement was created.

Answer: Actually, that is not correct either. New hire training and location of such new hire training are covered by the employee’s regular collective bargaining agreement (CBA), which is not subject to the Company’s cancelation notice and can only be changed under the terms of the Railway Labor Act. The employee’s Safety Agreement does not directly cover JCCC or new hire “on-boarding.” New hire training has been conducted in large part by BMWED Safety Assistants because of the valuable knowledge and service they provide to the entire new hire process.

However, it should be noted that BMWED has presented BNSF a comprehensive written proposal providing for new hire “on-boarding” to be conducted at JCCC. Even though it is actually a separate matter, BMWED has, to date, been willing to handle this issue together with our efforts to save the employee’s Safety Agreement, and our voice in our Safety Program.

4. Mr. Cech says that providing “joint selection” of BMWED Safety Assistants will provide the “GDM additional ownership of all local safety programs,” “will improve safety results,” and “other BNSF Crafts have successfully used joint selection for over 20 years.”

Answer: What “joint selection” can mean is that you will not be a Safety Assistant or a Bridge Safety Worker unless your local Supervisor agrees you can be. There is no evidence to suggest that your local Supervisor will “select” a Safety Assistant better than BMWED, and certainly there is no evidence to suggest management picking the Safety Assistant “will improve safety results.” Look at management’s picks for Roadmasters—it’s plain to see they are far from perfect.
BMWED’s Safety Assistant “picks” are not always perfect either. But when the “Union” selects Members to hold Safety positions, it is looking for a Member with a solid and trusted reputation with our rank and file BMWED Members, a Member with extensive knowledge of the work we do and the hazards we face, and a Member willing to stand up “to the boss” for us when safety is being compromised. That is not an easy job and not everyone is comfortable in that role. And often, those are not the same qualities that the management pick is looking for. The difference is when BMWED Members raise concerns about a Safety Assistant’s performance, Union Leadership can do something about it, and, in the past, it has. Likewise, management has an equal right to raise concerns about the performance of a Safety Assistant at the SAC meeting (it is written into the current Safety Agreement), a right it has never, ever utilized.

It is true that some other Crafts do use a “joint selection” process. It is a little different from ours in that their work is confined to the “4-walls” of the Shop and Members are more captive to individual work environments. As this has been the case for over 20 years, we are surprised it, too, doesn’t require “modernization.”

“Joint selection” works fine as long as the Supervisor and the employees (collectively the Union) agree on the selection. Often times that will be the case. What happens when that is not the case? BMWED has offered “advance notification” to the GDLM prior to any selection of a Safety position candidate. During the “advance notice period,” the General Chairperson and the GDLM can discuss differences and, we are confident, most often reach agreement. If no agreement is reached, no selection is made, and the issue can be presented to the SAC for resolution. But our offer was not good enough for Mr. Cech. This supports our belief that it is all or nothing for BNSF. His way or no way. The new management team does not want the employees to have a seat at the table or a real voice in our Safety Program.

Prior to our Safety Agreement first being established, Management picked all the Safety positions. The employees were generally not happy about it and refused to participate. The Company’s program did not feel like an employee-based safety program. It felt, and the employee’s believed it was, just another “Company program” with “company pets” picked by Company management to deliver the message. The program lacked the real trust of a successful program, and the results, then versus now, support that. We do not want to go back there and we will not support another “Company pick, Company program,” by any name.

5. Mr. Cech also says that BMWED Members have called him and overwhelmingly support “joint selection” of Safety position candidates.

Answer: That may be true. But it is directly contrary to all of the feedback Local and System Officers have received from you. This leaves us with two competing sets of data points, his and ours. In either case, while the “Union” retaining the right to select Safety position candidates helps ensure that our Safety Program remains “employee based” and trusted by BMWED Membership (therefore effective), based on our conversations with many GDLM’s, this is a very
minor point because, in most cases, agreement on selection will happen. It is your Voice, your seat at the table. Management control is at the heart of management’s cancelation Notice.

BMWED Members enjoy the best Safety Agreement on the property. As one of the most dangerous Crafts on the property, we want and deserve the best Safety Program. Previous BMWED Members worked hard to achieve the best Safety Agreement (apparently when the railroad “looked” different). Now, current management wants to take it from you. BNSF management has not negotiated over any of the terms, it only stated what they want—take it or we cancel. Mr. Cech does not even attend the meetings.

BNSF wants reduction of our Safety positions from the current 43 to 19. BNSF wants the right to veto any employee you may select for a Safety position. BNSF does not want to have to talk to the Union about what a Safety Assistant does, what “programs” it will institute, what committees or how they may be established, what audits it may conduct or who will conduct them, or what “flavor of the month” safety idea it will impose on the employees next. In short, BNSF does not want the employee’s voice in any of its plans. It wants total control over who does what and how it gets done. A Safety Agreement with these limitations would be a sham. It can only produce “another Company program,” not employee safety!

We only have one meeting scheduled to discuss the BNSF cancelation of our Safety Agreement, to be held June 20th. We will work hard to keep our Safety Agreement and we will look for an acceptable compromise, but only if it makes sense. We will not be part of a Company “sham” Safety Agreement.

From the above, you can see that BNSF has placed its control and its money over our employee-based safety program. BNSF says “safety is first,” but its actions speak louder than its words. This greed is consistent with its recent elimination of manned track inspection, elimination of “key route inspections,” reduction of the workforce generally, and also consistent with the “precision scheduled railroading” that is sweeping through the Industry as billionaire looters look to further line their pockets.

BMWED is committed to our Safety and to a Safety Agreement that guarantees our voice in those programs. Management does not appear to share these objectives. We will fight hard for to preserve these principles, and, with your commitment, we will prevail.

Thank you for your support in this struggle,

Your General Chairpersons,

Dennis Albers, General Chairman
Allied Federation

Staci Moody-Gibert, General Chairwoman
Burlington System Division

David Carroll, General Chairman
Burlington Northern System Federation

Jeff Fry, General Chairman
ATSFF