



# Local 1277

# News

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1744 North Main Street • Los Angeles, CA 90031 • (323) 222-1277

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## *Your health equals your life*

### **When a Doctor's Opinion Influences Your Ability to Work, You Must Always Know How That Decision Was Reached**

*By Errol Frazier - Vice President, Local 1277*

Brothers and sisters, over the past few years, I have noticed a trend: Some Local 1277 members are having bad experiences with their health coverage. Things are not working out as they should. *This is disturbing because of the absolute importance of your medical coverage.*

So far, I have encountered a small, but growing number of examples. Maybe this isn't such a large number (yet), but as far as I am concerned—and you should be, too—*any number of negative experiences with healthcare coverage is too many.* Anything to do with your health (and coverage) is far too important to leave to chance. Our Union and organized labor have fought too long and too hard to win the coverage you have, and any problems with its delivery are worrisome.

You must always know that a doctor's opinion has the most important impact on your ability to work at your chosen job. His or her diagnosis has major implications for you, your *family, and your career.*

### **A Case History**

Here are two case histories that illustrate this point. There are more out there, but there will give you an idea about the absolute importance of healthcare, coverage and the influence of your personal doctor.

A few years ago, one of our brothers started to experience numbness and tingling in his neck and shoulder area. At some point, he was assigned the customary 90 days of light duty, as required by the nature of his symptoms. Among other treatments, he was given an injection to ease the tingling and relax the numbness. A few months later, he told his *personal* doctor that he was feeling much better and wanted to return to his regular work. He was cleared to do so.

Within a month, he was back at his regular job and seemingly doing well. At some point, however, his employer, MTA, did not like what it was hearing from *its* doctor. Accordingly, MTA and the employee's legal counsel mutually agreed on a *third* doctor—an Agreed-on Medical Examiner (AME)—who would be responsible for the “final call” on the brother's medical condition.

Our member continued to work in his regular capacity, doing his normal assignments, for well over a year. But at a certain point, he was *removed* from his regular work. He was told that the AME, in a report dated about a month before he was removed, had put some physical restrictions on him and that, therefore, he could no longer perform his usual tasks.

After a lot of jockeying and legal maneuvering, by his legal counsel and ATU Local 1277, our member finally got back to work—*seven months later.* He had to go back to the AME and make him understand he (our member) was more than capable of doing the work. This enabled the AME to change his report and clarify the work-inhibiting restrictions.

Bottom line: *Our brother had to go through months of legal fighting simply to return to his job. A job he had been cleared for by his own doctor. He had to waste time and energy that would have been better applied at his regular job—just to get back to that job.*

### **A Second Case History**

In another case, one of our brothers suffered a back injury (always a potentially serious condition). *He was hurt and treated by the company doctor for the first month because he had not filled out the Pre-designation Form listing his personal physician. This is something we remind you about periodically (please see my article on this matter in last month's paper).*

More than a year later, he was placed on light duty by his employer, MTA. The Authority then demanded an AME, who is the tie-breaker between your doctor and the company's. Our brother saw the AME—and the “consultation” lasted all of seven minutes. This for an on-going back problem that had lasted for over a year! At last, our member was released—by his *personal* doctor—to return to work without any restrictions.

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A couple of months later, MTA *finally* received the AME's report. The AME stated a belief that our member could *not* return to his regular duties. MTA offered re-training for another job, one that he would never—in all reality—be hired to perform.

Bottom line: *Our member had to undergo a long, frustrating fight to get back to his original work, for which he was competent and well-trained. He also had to struggle to make ends meet financially.*

### ***What Are the Lessons Here?***

What do these two case histories (and, believe me, there are more examples to be found at all our properties) tell us? All Local 1277 brothers and sisters must:

- **Know the provisions of your healthcare coverage plans. You must know what is covered and what isn't.**
- You must know your own responsibilities under the plans—what you must pay, the timely filling out of forms (like physician Pre-Designation), and any other conditions that must be met in order to keep your health coverage current and operative.

- **Most important, you must “connect the dots” between points 1 and 2. You must be aware of, and fully understand, all the steps between the health service that you are entitled to and how those services may actually be applied.**

**When faced with medical situations and decisions, be careful! Your choices matter! If you have any doubts or questions, or are unsure how to proceed, do not hesitate to ask your Shop Steward, a Union officer, or your personal doctor. Don't delay, and don't miss out on the chance for honest medical advice that is geared solely to your needs and best interests.**

Again, brothers and sisters, a final important reminder: *It is imperative that any time you see a doctor, who has the authority to restrict your ability to work, earn a paycheck, and support your family, you must immediately and insistently advise him or her that, given how you feel, you can and want to continue doing your regular job!*

Your sound health is your most precious gift, and your health coverage is your most important benefit.

### **Thirteen Local 1277 Members Retire from Careers at MTA**

*Thirteen Local 1277 members have retired from MTA after long and productive careers. They all were hardworking employees and loyal members of our Union.*

**Steve Dasalla**, Mechanic A, Division 10, 39 Years, April 20, 2017; **Ricky Mason**, Mechanic A, Division 10, 33 Years, June 1; **Francisco Sepulveda**, Mechanic A, Division 3, 19 Years, June 5; **Raymond Berdin**, Laborer A, Stops and Zones Division, 33 Years June 9; **Tadeo Cubero**, Maintenance Specialist, Redline, 27 Years, June 9; **Salvador Perez**, Mechanic A, CMF, 33 Years, June 12; **Reynaldo Vasquez**, A/C Technician, CMF (Division 3366), 24 Years, June 15; **Jieh Yeh**, Traction Power Inspector, Traction Power, 15 Years, June 15; **Emmitt McGee**, Warranty Equipment Mechanic, CMF (Division 3366), 31 Years, June 24; **Virginia Middleton**, Service Attendant, Monrovia (Division 3948), 36 Years, June 30; **Charles E. Young**, Service Attendant, CMF (Division 3366), 15 Years, June 30; **Fernando Pagan**, Mechanic A, Division 8, 25 Years, July 1, and **Rodolfo Pineda**, Traction Power Inspector, Traction Power, 27 Years, July 1.

**Local 1277's Executive Board and members wish these brothers and sisters long, enjoyable and healthy retirements. They will be missed!**

### **Fifteen More Local 1277 Members Contribute to Vital ATU COPE Fund**

*Fifteen members of our Union have generously contributed to the important ATU COPE Fund. As you know, our International Union amasses this war chest in order to support our political friends and causes, and fight the enemies of working people and families. We are proud to present Union pins and jackets to those members who have realized how vital the ATU COPE Fund is for expanding labor's influence in Congress and advancing our agenda.*

**Larry Pradier; Edgar Johnson; Vladimir Ramirez; Mark Schmidt; Jeff Yamane; Roberto Gomez; Mauro Varela; Joseph Acuna; Martin Olivas; Enrique Davalos-Rodriguez; Miguel Tapia; Ambrose Lew; Jeff Vuong; Lawrence Garcia, and Eddie Luong.**

*To earn a jacket, one must contribute \$12.50/month, for a total of \$150.00/year. Congratulations to those members for their public-spirited and timely action. The ATU COPE Fund is very important. Please contribute whatever you can to it! Thank you.*

## Financial Aid Available for LACMTA Members Who Wish to Advance Their Education

By Art Aguilar - President, Local 1277

Over the years, as you know, I have been a strong advocate of expanding your educational horizons. I have consistently urged Local 1277 brothers and sisters to take courses at local schools or Los Angeles' Trade Tech in order to advance your careers, or simply for the love of learning new things.

Last month, we published the course list for Trade Tech. I also know that many local community and four-year colleges offer courses that may be of interest to our members. I am pleased to present MTA's **Tuition-Reimbursement Program**, which may help many of you enroll in some of these courses.

Here are some of the highlights of that program:

**Eligible participants:** Regular full-time and part-time employees who currently are on the active payroll and have completed their initial probationary period by the course's official end date.

**Eligible coursework:** Courses required for an accredited college degree or certificate program that are offered by an accredited U.S. institution. Courses must relate to MTA's basic business, or the employee's duties, or future promotion.

**Request for tuition reimbursement:** Eligible employees must submit a completed TRP Request Form for each proposed course enrollment.

**Request for payment:** All eligible course TRP costs will be reimbursed only after you have successfully completed the course(s). You must submit your grades, receipts and any other documentation to the coordinator for reimbursement processing. You have a maximum of eight (8) weeks from the end of the course to submit this information.

**Costs covered by reimbursement:** Course tuition fees; mandatory health fees; required textbooks; required lab fees and materials, and mandatory study fees.

**Course grade requirements:** A "B" grade or better for graduate courses; a "C" grade or better for undergraduate courses, and "P/Pass" for pass/fail courses.

**Tuition reimbursement amounts:** Undergraduate coursework: \$250/unit; Graduate coursework: \$375/unit, and School certificate programs: \$250/unit.

For more information, go to LACMTA intranet: <http://training/reimbursement/login/form.asp>

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### *A fraud—pure and simple!*

## The Myth of "Right to Work" Legislation And What it Means to Working Families

By Jeff Shaffer - Treasurer, Local 1277

Despite the name implying that this legislation furthers an individual's right to earn an income through expenditure of their time and effort, **Right to Work Legislation is currently one of the greatest frauds ever to plague working men, women and families in the United States.**

The legislation does *not* solidify an individual's right to work, nor does it mandate that employers must hire those trying to work. In fact, Right to Work Legislation does little for the individual workers. Instead, in states where this legislation has been enacted, it *prevents* Unions from maintaining their security agreements between the employer and the Union.

A federal clause enabling Right to Work Legislation on the state level is found in Section 14(b) of the downright evil 1947 *Taft-Hartley National Labor Relations Act*, and reads:

Section 14(b) "*Nothing in this subchapter shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.*"

Without these security agreements, any employee working for an employer in a Right to Work state is entitled to all the benefits and protections provided by the union **without being required to pay union dues or agency fees.** **Stripping unions of their only income reduces their ability to provide benefits and protection to their members.**

## Some Vital, Very Negative Impacts Of Right to Work Legislation

1. Wages in right-to-work states are **3.2% lower** than those in non-right to work states. Using the average hourly wage in non-right to work states as the base (\$22.11), the average full-time, full-year worker in a right to work state makes about **\$1,500.00 less annually than a similar worker in a non-right to work state.**

2. The rate of employer-sponsored health insurance is **2.6% lower** in right to work states compared to non-right to work states. If workers in non-right to work states were to receive employer-sponsored health insurance at that rate, 2 million fewer workers would be covered.

3. The rate of employer-sponsored pensions is **4.8% lower** in right to work states. If non-right to work states were to receive pensions at that rate, 3.8 million fewer workers would have pensions.

Bottom line: **Any time you read about right to work legislation being "good for working people" and a "boost to the economy", know that it is a bunch of crap. And any time you hear a politician—or even an average person—ramble on about the positive things about right to work legislation, know that they are lying and have only the worst feelings towards working people and families, and the unions that protect them.**

Calling it "Right to Work" is like calling drowning "Right to Swim!"



## Training the people who help you

### Local 1277 Shop Stewards Get Training So They Can Be Even More Helpful to You

By Adolfo Soto , Financial-Recording Secretary

You probably already know this—from your own experience and from your Executive Board’s periodic reminders—*your Shop Stewards are the jobsite experts to turn to whenever you have a problem, or a question concerning your rights and contract provisions.*

But even our excellent, dedicated Shop Stewards have to learn—or refresh themselves—about the many responsibilities they have. With that in mind, I am very pleased to note that ATU Local 1277 Shop Stewards—veteran and newly elected—from our MTA, SunLine and Riverside properties (along with your entire Executive Board) attended an all-day seminar—*on their own time*—on Saturday, May 20, at the Local 1277 office, in order to sharpen their skills that they use on your behalf every day on the job.

The very informative seminar, *The Grievance Process and Procedures*, was taught by Lou Zigman, a long-time professional labor-management arbiter and instructor at labor’s Trade Tech in Los Angeles. Mr. Zigman focused on a number of important topics of great interest to both our Shop Stewards—and ultimately—*you*.

**Fair representation:** What is a Shop Steward’s responsibility—and duty—when it comes to ensuring that you, the Local 1277 brother or sister, receive the *best* assistance and advice if and when you have a grievance? How can he or she best protect your interests while, at the same time, making sure that your grievance is both valid and stands a good chance to be heard and favorably resolved? *Bottom line, how does your Shop Steward most effectively represent your best interests as a grievant?*

**Burden of proof:** How does your Shop Steward gather the facts that best support your grievance? By what standards does he or she weigh the evidence (your action, the situation, or pertinent contract provision) that underlies the grievance? How strong must your case be, and best to present it?

**Contract Interpretation:** The Collective Bargaining Agreement (CBA) or Memorandum of Understanding (MOU), along with any Side Letters of Agreement, determine the day-to-day jobsite rules and procedures. Your Shop Steward has studied his or her CBA or MOU thoroughly, and knows which provisions will best support your grievance. Sometimes there may be similar clauses concerning a regulation, and your Shop Steward must be aware of which one best bolsters your case.

**Weingarten Rights:** One of organized labor’s most cherished benefits, the Weingarten Rights *guarantee your absolute right to demand union representation whenever you are in a meeting with management during which you feel that you may face disciplinary charges or even termination.* Your Shop Stewards know these rights well, and when you should exercise them.

The seminar was very educational and valuable. Our Shop Stewards—new and old—gained worthwhile insights that will serve them—and *you*—in the future. That’s what training is all about: Building on your knowledge and experience so you can learn more and be even more effective. Your Shop Stewards continue to be an outstanding and readily available resource: *never hesitate to call on them whenever you think you need their expertise and experience.*



◀ Shop Stewards from MTA, Riverside and SunLine absorb lessons and details concerning the grievance process, and how best to serve the needs of the Union members they serve.

Arbiter/Educator Lou Zigman brings his vast knowledge of, and expertise in, the grievance process to an attentive group of interested and motivated ATU Local 1277 Shop Stewards. ▶▶



**Here are the upcoming Local 1277 membership meetings for August and September. Please make every attempt to attend the meeting for your unit. It's your Union, and we need your participation at our meetings!**

<b>Tuesday, Aug 1:</b> <b>Tuesday, Sept 5:</b>	Los Angeles area members: L.A. Building Trades Council, 1626 Beverly Blvd., Los Angeles. Morning Session 10:00 a.m. Evening Session 5:00 p.m.
<b>Wenesday, Aug 2:</b> <b>Wednesday, Sept 6:</b>	Riverside area members: 1074 E. La Cadena Dr., Riverside Morning Session 10:00 a.m. Afternoon Session 2:00 p.m. Evening Session 6:00 p.m.
<b>Thursday, Aug 3:</b> <b>Thursday, Sept 7:</b>	Palm Springs/SunLine members: Cathedral City Branch Library, 33520 Date Palm Drive, Cathedral City Morning Session 10:00 a.m. Afternoon Session 4:00 p.m.
<b>Thursday, Aug 3:</b> <b>Thursday, Sept 7:</b>	Long Beach: Machinist Hall, 319 W. Broadway, Long Beach Morning Session 10:00 a.m. Afternoon Session 3:00 p.m.