

# ATU Local 587 News Review

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VOL. XXXI, NO. 4

**SPECIAL THIS MONTH: KC METRO CONTRACT ARTICLES**

## The President's Report

by Lance F. Norton



## Tentative KC Metro Contract Agreement

Through the Mediation process a number of issues were addressed that caused our membership much concern and we felt that contributed significantly to the contract proposal failing. Among those issues were the System Extra Board language whereby the parties could agree to expand it over the life of the contract. The removal of the Medical Arbitration Language, the duration of the contract at four years verses the three years that we've traditionally had and the change in the 1999 Memorandum of Agreement (MOA) regarding customer complaints.

Both Recording Secretary Paul Bachtel and I will explain in this issue the changes that we negotiated to those issues. The Customer Complaint MOA: The old Customer Complaint MOA (1999) was primarily created to address the issue of how customer complaints would be handled in arbitration hearings. It dealt more with procedure than substance. The MOA that was TA'd back in December changed that to provide a standard by which Metro could discipline employees for an accumulation of customer

complaints. Although the Union officers always believed that under the right circumstances Metro could always try to discipline employees with excessive numbers of customer complaints, and they believed the December MOA would affect, if anyone at all, only a tiny portion of members—less than one tenth of one percent—they clearly heard the memberships' concerns about the December MOA. We have now come back with a new MOA that we believe addresses those concerns. The new MOA is, like the 1999 MOA, one of procedure—how these complaints are handled in arbitration proceedings. We have added safeguards that will, as did the last MOA, make it extremely difficult for Metro to enter any complaints into evidence if the complainant is unwilling to testify. Here's what we've done:

1. Added language that states specifically and affirmatively that Metro will not discipline employees based on anonymous complaints or complaints that are unsubstantiated.
2. Added language that affirma-

tively states that Metro agrees that employees who are facing discipline have a fundamental right to confront their accusers and to have due process rights to challenge unwarranted discipline.

3. Added language that provides that the MOA itself can be admitted into evidence to show to the Arbitrator just how important the above notions are to our membership and to the process.

4. Added language that states that if the complainant does not agree to testify, and does not agree to allow the Union to interview them, then the question of whether the complaint can be admitted into evidence will be decided by each arbitrator based upon the Federal Rules of Evidence, which is the highest evidentiary standard, and that which is applied in the federal courtrooms. Arbitrators typically base admissibility of documents on what is called a "relaxed rules of evidence" standard, which basically allows almost everything into evidence. We wanted to change that, and did. We believe that if arbitrators apply the new rule fairly, most

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## The Month at a Glance

### Executive Board Report

March 25, 2008

All officers were present except Financial Secretary Paul Neil who was on vacation, Executive Board Officer Michael Shea who was working First Line pick and Executive Board Officer Mike Whitehead who was on jury duty.

The following business was conducted:

- Motion by Joe Mangiameli to allocate \$300.00 for a full page ad in the Black Caucus program.
- Motion by Ray Campbell to donate \$250.00 to the Black Caucus Bruce Pittman Foster Scholarship fund.
- Motion by Chris Daniels to donate \$1000.00 to the King County Labor Agency as matching funds.
- Motion by Dee Wakenight to donate \$1000.00 to People for Transit

in support of a proposed three tenths of one percent (.03%) tax increase to fund transit in Spokane County.

- Motion by Lisa Thompson to authorize the purchase of pocket calendars at a total cost not to exceed \$11,000.00. This expenditure is in the budget.
- Motion by Linda Anderson to renew our annual membership in the Transportation Choices Coalition at a cost of \$500.00.
- Motion by Alan Huston to send the full-time officers and one executive board officer to the Northwest Conference in June paying travel, registration lodging and per diem.
- Motion by Neal Safrin to renew Local 587's membership in the A. Phillip Randolph Institute at cost of \$100.00.

### Tentative Agenda

#### Membership Meetings:

**CHARTER MEETING**  
Thursday, April 3, 2008  
8:00 p.m.  
The Labor Temple, Hall #8  
2800 1st Ave., Seattle, WA

**JEFFERSON TRANSIT**  
Monday, April 7, 2008  
7:00 p.m.  
Port Townsend Rec Center  
Port Townsend, WA

**MORNING MEETING**  
Friday, April 4, 2008  
10:30 a.m.  
The Labor Temple, Hall #6  
2800 1st Ave., Seattle, WA

**CLALLAM TRANSIT**  
Tuesday, April 8, 2008  
7:00 p.m.  
Vern Burton Memorial Building  
Port Angeles, WA

#### Among Topics to be Discussed:

- Grievance and arbitration update
- King County Metro tentative agreement
- SG/SPT contract negotiations

Unfinished Business: None

### Business of the Membership

At the March 2008 cycle of membership meetings the following business was addressed:

- The membership voted to pursue the grievance of Fred Witham to arbitration.

The following members were February pot draw winners: Lisa Carter at the Charter meeting, Ken Price at the Morning meeting, Lloyd Eisenman at the JTA meeting, Frank Carpenter at the CTS meeting. CTS rolling pot draw of \$75.00 was lost by Bob Kuhn. Next month's rolling pot will be \$100.00.

### In Loving Memory...

*When the oak is felled the whole forest echoes with its fall, but a hundred acorns are sown in silence by an unnoticed breeze.*

— Thomas Carlyle  
historian and essayist (1795-1881)

**Gary Parker:** Retired member passed away March 06, 2008. Brother Parker joined Local 587 March 23, 1986 and retired April 06, 2006.

**Kenneth Diseth:** Retired 50 year member passed away February 12, 2008. Brother Diseth joined Local 587 June 01, 1956 and retired October 01, 1976.

Please notify the union office of any member's passing so that this information may be shared with the rest of our union family.

# PUT C.O.P.E. DONATIONS TO WORK VOTE PRO TRANSIT

ATU Local 587

# News Review

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### WEINGARTEN RIGHTS STATEMENT

*I request to have a union representative present on my behalf during this meeting because I believe it may lead to disciplinary action taken against me. If I am denied my right to have a union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline.*

#### Letters to the editor

Letters/contributions must include printed names, signatures, work ID numbers, addresses and phone numbers that can be verified during working hours. Letters that cannot be validated will not be published. All articles/letters are subject to editing and should be limited to 1000 words or less. Not all letters can be published due to space limitations. Cut off is the 15<sup>th</sup> of each month. Any submission from a member of Local 587 to the News Review deemed unprintable by the Recording Secretary shall be forwarded to the Executive Board for final decision to publish.

Send letters to:

**Paul J. Bachtel, Editor**  
c/o ATU Local 587  
News Review  
2815 Second Avenue, Suite 230  
Seattle, WA 98121

# The Vice President's Report

By Kenny McCormick



## Rush to Judge

On 3/3/07 a Metro operator was arrested for alleged voyeurism, he was embarrassed in front of his passengers and later convicted in the court of public opinion. The operator said he was only walking around at his terminal to get exercise, because he is a diabetic. This is a plausible reason for being in the area of where a crime may have been committed near his layover. There were also at least four other people in this same area at the time of the act of voyeurism but he was the only one working at the time.

Metro chose to terminate this operator after their alleged investigation. I say alleged because, it does not appear even today that there was a complete investigation of the facts but rather a desire to terminate this individual for embarrassing King County Metro! This was a rush to judgment.

Let me give you a little more information and see where you wind up. There were two individuals in

the area that supposedly witnessed this operator peeking in the windows of an apartment building near the terminal. These same witnesses reported seeing this operator from the route 17 bus shelter peeking in a window on the Westside of the building of the alleged victims: that would be impossible. One of the less than credible witnesses is a convicted sex offender and his partner was a transient but Metro chose to believe them over an employee they know, two against one.

There were two other individuals in this area. They ran from between the same buildings the operator was accused of peering into a window at and caught the route 17 bus. Again you would think that your employer would try to find the operator of the route 17 to get his side in an effort to clear the matter up. Instead Metro chose to ignore this information. The operator reported this information to the police and Metro and it was also discounted. It was not until after the first hearing in which Local 587

reiterated these facts before it was investigated. When Metro decided to investigate and speak to the operator, he was able to substantiate that there were two males that did run out from between the buildings and catch his bus. Ironically, Metro and the police spoke to the operator but for some reason failed to request that he fill out an incident report. The operator of the route 17 on 3/3/07 stopped me during a worksite visit and informed me that he had talked to a chief and a detective. Now with this information the operator version is more believable, two against two.

Metro went out to the crime scene during the day time and took pictures, but the alleged crime took place near midnight. We all know that it is harder to see in the dark, and if you were trying to get to the truth you would want to recreate the circumstances as near to the actual time of the event as possible.

Looking at the information I was presented the question is, why did Metro fire and attempt to uphold the unjust termination? Anyone of us could find ourselves in a predicament like this and be out of a job for a number of reasons. First, we are employed by the government of King County and they are concerned about public opinion. I can understand the members' distrust of the language in the previous tentative agreement about customer complaints, because these are the same people we have to negotiate with, can they be trusted?

Some members may think race played a role in the decision to terminate. Maybe. Others will say it was absolute power corrupting after being embarrassed in the news. King County has many divisions in it, one

of which is the Prosecutors office. The question that comes to mind is, does Metro talk to the prosecutor office when some one is fired for an alleged criminal act while on duty? Yes! When someone is unemployed it is almost impossible to get justice, because you can not afford to pay for an attorney. It is harder to get another job when you have to put terminated on your application.

The Union attempted to resolve this case during the first and second step of the grievance process before it went to arbitration, and Metro was unwilling. The membership voted to take this case to arbitration. All I can say is that if employers treated their employees fairly there would be no need for unions.

During the arbitration process, which lasted two days, the Arbitrator scheduled a site visit to the crime scene and the visit was late afternoon and we stayed until it got dark. We were able to see what may have happened the night of 3/3/07. After Metro finished its presentation of their case, Union attorney Jon Rosen moved to dismiss as Metro had not proven LaMarcus Ford guilty. Local 587 never had to present our case and the Arbitrator made the decision to return the member to work with back pay.

We are taxpayers and union members and watching our tax dollars being wasted in this manner is becoming harder to stomach. The grievance process is broken and we are being forced to arbitrate more and more. Arbitrary decisions are being made daily and the Union is left with no other alternative but to challenge, this creates an environment of mistrust. We must stay the course in order to change the course. In solidarity, one victory at a time!

### Arbitration Update

1. **Edgardo Reyes:** Grieved one-day suspension for alleged inappropriate use of sick leave. King County Metro forfeited grievance by failing to schedule a grievance hearing within the contractual time limits. The issue before the arbitrator will be management's failure to implement the remedy sought following management's forfeiture of the grievance. Arbitration held October 16, 2007. Arbitrator issued a split decision sending the grievance back to Step Three of the grievance process. Settlement pending.
2. **LaMarcus Ford:** Grieved termination for alleged gross misconduct. Arbitration held January 30 & 31, 2008. Arbitrator ruled in Union's favor upholding the grievance and reinstating Brother Ford with nearly one year of back pay. Welcome back Brother Ford!
3. **Bart Harris:** Grieved termination for alleged gross misconduct. Arbitration held January 30, 2008. Decision pending.
4. **Alofa Valaile:** Grieved termination for alleged inability to work regularly. Scheduled May 30 & June 02, 2008.
5. **John Henry Jones:** Grieved termination for alleged gross misconduct. Schedule Pending.
6. **Vince Lee:** Grieved King County Metro Maintenance Chief performing Local 587 bargaining unit work. Union withdrew grievance prior to arbitration.
7. **Nancy Lambert:** Grieved King County Metro hiring a retired member for a temporary assignment in violation of contract language requiring Metro to give bargaining unit employees first consideration. Schedule Pending.
8. **Derek Harris:** Grieved cross classification work in King County Metro Vehicle Maintenance. Schedule Pending.
9. **Fred Witham:** Grieved cross classification work in King County Metro Vehicle Maintenance. Schedule Pending.

### KEEP YOUR ADDRESS CURRENT!

(A request from our Local 8 Union office staff)

Throughout the year Local 587 mails letters to our membership. The most recent mailing contained the King County Metro contract survey. With each mailing sent, the union receives a small percentage of letters returned due to improper address.

Local 587 maintains a database that in part includes the names and addresses of our King County Metro members. The King County Metro section of the database is updated monthly from data provided by King County Metro.

If you are a King County Metro employee and your name and address is not current with King County Metro, you may not receive union mailings. Please keep your name and address current with King County Metro.

# Improvements Bargained Following the January 10, 2008 rejection of the Proposed Labor Agreement

By Paul J. Bachtel, Recording Secretary

## The System Extra Board

The proposed System Extra Board "(SEB)" has received anything but rave reviews. Many Full-time Operators, Report Operators in particular, have expressed concern that the SEB will reduce available overtime. The concern is based on a belief that the SEB will better balance operator availability, throughout the bases, and thus result in less available overtime.

Imbalances in Operator availability have plagued Metro for years. The imbalances are primarily the result of an annual vacation pick coupled with three system picks per year. In past and the present contract negotiations Metro has been/is proposing an annual base pick with the possibility of additional picks within the picked operating base. The motivation for Metro is in balancing picked vacation and Operator availability within each base. The Union has steadfastly denied Metro's proposals for annual base picks to preserve seniority rights in picking vacation annually and picking a base three times per year.

For many years Metro attempted to solve imbalances by inter-base transferring extra-board operators. Unfortunately for Metro, many extra-board operators didn't like being inter-base transferred and would avoid being inter-base transferred through a number of strategies. In an attempt to resolve Metro's operator imbalances and reward our members with premium pay we negotiated new contract language in 2001 commonly referred to as "Bicycle Positions". Bicycle positions removed the inter-base transfer requirement for all extra-board operators except those extra-board operators picking a bicycle position. An operator picking a bicycle position specifically agrees to be inter-based transferred and is rewarded with one-hour of straight-time pay as compensation for time and travel expenses. Unfortunately for Metro the administration of bicycle position inter-base transfers resulted in grievances and unhappy extra-board operators who viewed the process as violating assignment sequence rules and/or based on favoritism rather than operational needs.

Therefore the Union and Metro designed the SEB. The SEB was designed to replace the bicycle positions to benefit both the Union and Metro in the following ways:

- Work assigned via the SEB will be assigned by seniority and within extra-board rotational sequence. The bicycle positions are assigned based on the quit time of the inter-base transfer operator's assignment and that of the transferred operator's

position on his/her home base extra-board to "...not adversely affect the quit time sequence of the Extra Board for the following day" at the inter-base transfer operator's home base (Art. 15, Sec. 8, Par. I.4, page 83). This usually resulted in what appeared to be out of rotation assignments or an assignment possibly based on favoritism.

- The premium pay will be substantially increased. Historically, bicycle operators were inter-base transferred two to three days per month earning an additional \$50 to \$75 a month. SEB operators will earn at least an additional \$346.00 per month in straight-time (calculated at \$26.10 an hour) and much more if they work over-time.

- The number of inter-base transfer operators is reduced from 32 bicycle positions to 25 SEB positions.

- The contract allows Metro to force overtime on extra-board operators to fill open assignments within the 13-hour spread rule. The SEB will alleviate some of the forced overtime.

- Following the membership's rejection of the tentative labor agreement, voted down on January 10, 2008, your Union Officer's negotiated additional language limiting the number of SEB operators to 13 that may be sent to any one base per pay period. Given approximately four extra-board positions would be posted anyway without the SEB (32 bicycle positions divided by 7 operating bases) and bicycle operators and inter-base transfer volunteers (which exist under both systems) currently fill Metro's needs to balance the system, the effects of the SEB should be negligible. Negligible meaning the reduction in overtime, if any, should be balanced out by those not being forced to work overtime and those excused via the AC book.

- The current imbalances result in some bases not being able to excuse more operators than the AC book minimum guarantees require while other bases have a list up asking operators to take the day off. The SEB should balance operator availability better resulting in more stable AC book day off availability.

- And finally there was concern that the Union might expand the SEB without member input due to language in the January 10, 2008 proposal that limited the SEB to "... (25), unless the parties mutually agree to a larger number." That language has been deleted.

How will the SEB affect extra-board operators in one Metro manager's opinion?

"The system board is not intended to reduce overtime. While there may be some impact at individual bases during the periods when system operators are assigned, the overall amount of

*overtime system-wide should remain steady or may even increase some during periods of stable workforce levels. The important thing to understand is that these are not additional extra-board positions; they simply re-deploy some of the existing numbers to where they are most useful. Currently we size our extra-boards based on what we believe the vacation distribution and other unavailability will be for the shakeup. During pick the vacation numbers shift which creates imbalances. Some bases have more than they need, resulting in less overtime at that base, and others have fewer than they need, resulting in more overtime at that base. The current system results in unpredictable overtime levels at individual bases, even though the amount of overtime system-wide remains relatively constant. The bases with surplus operators can only reduce their board size through attrition or through offering inter-base transfers to other bases. The bases with shortages can be cured through new PT to FT. An important point is that these classes of new FT are not scheduled based on individual base needs or shortages but on projected attrition and planned service increases system-wide. The system-board will not impact PT to FT hiring. So while we may assign them to a base with a shortage, once that shortage is gone (when vacation levels drop, e.g.) they now create a surplus at that base, thus reducing overtime at that base. The system board is primarily designed to reduce those surpluses and put them where needed for short periods. This will ultimately smooth out the overtime among bases and make it more predictable. It is important to note that overtime is not only expected to occur in normal business operations but encouraged.*

*Currently we have 32 intra-base transfer or "bicycle" board positions. Anytime these operators are assigned to another base, it already potentially reduces overtime at that base. The intra-base system, however, has problems that the system-board will cure. The most important is that assignments will be made in seniority order at the base of assignment, an improvement over the intra-base system which assigns work based on the operator's home base rather than the base they are transferred to, and the source of numerous complaints. It also simplifies the overtime process for the system-board operators. In addition the system-board will create a regular and dependable premium payment for the operator rather than the hit or miss of the current inter-base system. There are a maximum of 25 positions, less than our current "bicycles."*

*It should also allow the bases to be more predictable in the number of time-off requests granted, which is directly affected by availability of backfill. Our current system creates an imbalance where those bases with surplus operators have less overtime but more time-off for operators and those with shortages have*

*more overtime but little time-off."*

Changing work assignment rules is complicated and certainly can be seen as threatening to Operators who base their income on overtime. The SEB will no doubt have some unforeseen affects but I believe the affects to be negligible. I believe the reaction to the January 10, 2008 SEB proposal was an overreaction primarily based on the Union's failure to adequately communicate with its members. Hopefully this article and subsequent membership contract informational meetings will lead to our membership to having a clear understanding on this and other suggested improvements to our collective bargaining agreement.

## Customer Complaints

One of the primary reasons given by Transit Operators for voting no was a proposed change to a long standing memorandum of agreement "(MOA)" regarding evidentiary rules in arbitration. The MOA which had existed for many years was modified by the addition of a seventh paragraph addressing application of discipline in addition to evidentiary rules in arbitration. Although the new paragraph benefited Transit Operators but placing limitations on old complaints not being used for a basis for discipline, the paragraph was ambiguous as to what threshold would trigger discipline. As a result of the January 10, 2008 rejection of the proposed labor agreement and member feedback the MOA has been completely rewritten and only addresses evidentiary rules, not the basis for discipline.

Why were additions being proposed to the MOA? Because the Union was aware Metro is in the process of redesigning its customer complaint system with the intention of holding Transit Operators accountable for misconduct. A new computer system is being installed, the Customer Assistance Office is being reorganized and a new policy has been written to address customer complaints. Regardless of the outcome of contract negotiations Metro is on a mission to clean up its customer complaint system. Recent events reported in local news papers and news paper reporters making information requests for operator records have put Metro in the hot seat.

Exit polls following the rejected January 10, 2008 vote revealed most Transit Operators didn't realize that current contract language allowed Metro to issue discipline based on customer complaints (Art. 4, Sec. 4, Par. A, page 23) states, "The following are examples of specific categories of minor infractions: *passenger relations...*" (emphasis added). Metro had not been issuing discipline because it knew to sustain the discipline it needed to meet

the requirements of "Just Cause." What is Just Cause? Just Cause is an extremely important right guaranteed by labor law and our union contract that an employee can only be disciplined or terminated for Just Cause. Just Cause means the employer cannot exercise the power to discipline and fire for capricious, arbitrary or discriminatory reasons. Specifically, just cause requires the following:

**NOTICE:** Management must give the employee warning or notice that the employee is violating a rule or policy, and must tell the employee what the rule or policy is.

**REASONABLE:** The rule or policy must be reasonable and related to the orderly, efficient and safe operation of the transit agency.

**INVESTIGATION:** The employer must make an investigation to determine whether the employee did in fact violate the rule or policy cited.

**FAIR INVESTIGATION:** The investigation must be conducted fairly and objectively.

**EVIDENCE:** The agency must have solid evidence of the violation of the rule or policy. You are entitled to receive copies of this evidence.

**EQUAL TREATMENT:** The rules or policies must be applied equally. They cannot be applied in a disparate, discriminatory or arbitrary manner.

**APPROPRIATE:** The discipline must be appropriate and reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee.

An important corollary is that discipline must be progressive. It is intended to correct a problem, not to be punitive. Management must give the employee a reasonable opportunity to correct the problem for which discipline was imposed. More severe discipline, including termination, can only follow after lesser discipline has been imposed.

The newly rewritten customer complaints MOA specifically guarantees Employees, "...a right to confront their accusers, to be disciplined only for just cause, and to have due

*process rights to challenge unwarranted discipline.*" (See paragraph 2 under background). Does this mean we are back to where started from? Absolutely not! As stated above Metro is on a mission to address what it perceives to be outrageous conduct by a few of our members and get the press off its back.

The new MOA was drafted with the participation of our union attorney and once again only addresses evidentiary rules. I believe the membership will find it acceptable. For more information attend one of the scheduled informational meetings, monthly meetings or contact a member of your bargaining team.

**Medical Arbitration**

Of all the complaints about the rejected January 10, 2008 proposed labor agreement the complaints about the removal of the medical arbitration language were the least credible. Although we have had medical arbitration language in our labor agreement for years and pursued approximately 6 grievances to arbitration in twenty years, we have yet to win a case. Grievance arbitrators have proven themselves to be very reluctant to put an employee back to work if safety is at issue. The odd part about all of this is several members who lost in arbitration sued Metro and were subsequently reinstated. We even had one arbitrator state in his decision that the issue belonged in a court of law, not arbitration.

Our medical arbitration was also in violation of the American with Disabilities Act "(ADA)". Our contract language required a member to have a complete release from their doctor to return to work. ADA requires employers to provide reasonable accommodation to employees to facilitate their return to work, not a complete release.

Due to member concerns your Union Officers negotiated new medical arbitration language compliant with the ADA in requiring our employer to provide reasonable accommodation. If/ when medical arbitration cases are again brought

before our membership I will ask for legal review prior to any arbitration vote in hopes of not pursuing losing cases.

Lastly, the loyal opposition handed out flyers that tied the Medical Arbitration language to the MOA the Union office recently negotiated concerning Non-Disciplinary Medical Terminations. They are separate issues. Medical arbitration occurs when the employer refuses to allow an employee to return to work for some perceived physical or mental disability. Non-Disciplinary Medical Termination occurs when an employee can no longer work due to a medical issue.

**Part-time Work Related Issues**

From what I've been hearing at union meetings and reading in the fliers being distributed by dissident groups, some Part-time Transit Operators are convinced our union isn't interested in representing their interests at the bargaining table. Nothing could be further from the truth. The bargaining team proposed a minimum guaranteed number of straight-through trippers, a greater number of tripper's four-hours or longer in length, a longer assignment guarantee, a daily guarantee instead of an assignment guarantee, all holidays, full vacation credit when promoting to Full-time Transit Operator and the list goes on. Metro answered the union proposals with its own demand for erosion in the Full-time Transit Operator work guarantees. The end result was a stalemate.

The union spent many hours describing the plight of long-term Part-time Transit Operators whose have faced cuts in assignment length and dramatic increases in the number of dual trippers. The union described the unfair promotional process where Metro continues to tighten Part to Full-time Transit Operator promotional requirements.

All of our arguments were answered with demands for greater utilization of the part-time workforce which translates into erosion

of Full-time Transit Operator work guarantees. Metro added insult to injury by describing a plan to create far more dual trippers in an attempt to market the Part-time Transit Operator job to the public as a dual tripper job with a four-hour forty-minute (4:40) minute guarantee. This in hopes prospective transit operators will see the assignment guarantee as sufficient to survive on while waiting for an opportunity to promote to a full-time job. If Metro puts this plan into action long-term Part-time Transit Operators will see continued erosion in the length of longer trippers.

Metro is stuck between a rock and a hard spot by a court decision requiring it to pay full benefits to part-time employees working four-hours or longer, healthcare costs growing three times faster than the overall rate of inflation and a service profile making it very difficult to cut work assignments within current contractual requirements. No easy answer is at hand.

The union is stuck between a rock and a hard spot in its responsibility to protect full-time work, its responsibility to advocate for an increase the number of full-time family wage jobs and a part-time work force (comprising 25% of its active membership) suffering from a cut in the length of assignments and a huge increase in the number of dual tripper assignments.

In the end I believe Metro realized a good many 'No' votes in the rejected January 10, 2008 contract ratification vote came from dissatisfied Part-time Transit Operators. I believe this is the primary reason Metro then agreed to increase by two the number of Part-time Transit Operator Holidays. If the membership ratifies the tentative agreement on April 17, 2008 Part-time Operators' will gain two additional holidays, Independence Day and Labor Day. The problems surrounding Part-time Operator work guarantees will remain unresolved.

# State Accident Report Required

Scott Beasley — Central Base Safety Officer

There has been an erroneous report going around about the State Accident Report saying that if you fail to file one when required the accident will be recorded on your personal driving record. That isn't quite correct.

A **State Accident Report is required** of all drivers involved in an accident where there is damage of \$700.00 or more to any one vehicle and/or any personal injury, and where there was not a police investigation and report completed. You may ask: how do I know when the damage is \$700.00 or more? These days, several scratches on some of our newer cars with clear coats, etc., is at least that much to repair. A good rule of thumb is: if you're not sure

of the dollar amount of damage, fill out a report. They are available at the base windows and should be filled out at the same time as you fill out the Metro Accident Report. Please also be aware: neither of these two reports takes the place for the other - both are required. Please check with your local safety officer if you have any questions or call the Safety Office at 4-2812.

On a similar note, Green Accident Kit cards, the Metro Accident Report and the State Accident Report do not require your home address and phone number. Some old cards and reports are still circulating. If you carry an outdated Accident kit, please turn it in at the window. **Always use the King County Risk**

**Management address: 400 Yesler Way, Room 410, Seattle, WA 98104 and phone number: 206-296-7432**, when involved in an on-duty accident in a King County or Metro vehicle - for your safety and the confidentiality of your personal identity information. You should ensure the police use the above information for you on their reports as well.

There seems to be some confusion on how these accidents will be recorded on your driving record with the state. It is **important** that you check the box on the State Accident report (to the right of where you enter your name and address) that says you were driving a commercial vehicle. This will ensure it gets recorded on your driving

record as a work-related accident, not one in your personal vehicle. The information will be reported to your insurance company, but they are not permitted to use that information in determining rates for your personal vehicles. If you get a letter or call from your company informing you they are adjusting rates because of too many accidents, please contact your Safety Officer and he/she will provide you with the information and person to call at the Department of Licensing to get your record corrected.

Please be safe in all you do — at work or at home.

Scott Beasley ~ Central Base Safety Officer ~ STAY SAFE!

# Letters to the Editor...

## Supporting Brother Christensen

Dear Editor,

It is easy to get absorbed in our individual worlds and become disconnected with the larger society around us. Fortunately there are conscientious people like Brother

Christensen who exemplifies selflessness and a commitment to action.

His March *News Review* article on the plight of the education system in Tanzania and his plan for redress highlights how comparably privileged life is here in the United States. Erik not only speaks on behalf of students and teachers abroad he acts locally by volunteering for a Seattle public elementary school. In fact, a friend of mine who taught at this school spoke glowingly of Erik's dedication to these young people.

For a mere ten dollars we can collectively make a difference for

students and educators in Tanzania while at the same time showing our appreciation for an inspiring union brother.

Sincerely,

Joe Kadushin  
Ryerson Base

significant increase from the previous year. In fact, December of 2007 provided assistance to 1,742 clients, our single most assisted month since our inception. In 2007 we also helped nearly 500 families with emergency assistance needs amounting to processing almost \$65,000 in requests. Also, due to donations of household goods including those from ATU 587 members, we delivered to 653 households through our "Door-to-Door" program.

I do personally have to thank you for your assistance in allowing Labor Agency staff to meet with your members at the Metro Bus Barns during the King County Employees Charitable Giving Campaign. All early indications are showing a significant increase in donations from that campaign.

The generosity of Local 587 and your members is one of the reasons the Labor Agency can continue to assist union members. We have been honored to work with your local and look forward to our continued relationship. As I have before, if I

*continued on page 7*

### SEND IN YOUR OPINIONS

Letters/contributions must include printed names, signatures, work ID numbers, addresses and phone numbers that can be verified during working hours. Letters that cannot be validated will not be published. All articles/letters are subject to editing and should be limited to 1000 words or less. Not all letters can be published due to space limitations. Cut off is the 15<sup>th</sup> of each month. Any submission from a member of Local 587 to the *News Review* deemed unprintable by the Recording Secretary shall be forwarded to the Executive Board for final decision to publish. Send letters to:

Paul J. Bachtel  
News Review Editor  
c/o ATU Local 587  
2815 Second Avenue, Suite 230  
Seattle, WA 98121

### NOTICE TO ALL READERS

*Views and opinions expressed in News Review articles are those of the authors and not necessarily the official position of Local 587*

## OWLS Leafleting

Lance Norton, President  
Amalgamated Transit Union  
Local 587  
2815 Second Ave, Suite 230  
Seattle, WA 98121

Dear Brother Norton,

We understand that you brought a resolution to the M. L. King County Labor Council to condemn OWLS for leafleting at 5th and Jackson on February 14. Apparently someone jumped to the conclusion that we were there to picket Metro management at King Street Station. The truth is that we were calling on the public to tell the County to negotiate fair contracts. Our efforts were directed to the public and we were clearly acting in our own name, not in the name of ATU.

As union activists, we know it's hard to get a fair contract and that public and labor support is vital in this endeavor. Our leafleting was an act of solidarity with the ATU 587 membership, who rejected a bad contract. In our view, we have every right to speak up as unionists, taxpayers, and workers, against the County's waste of public monies on endless meetings and anti-labor negotiators. Every labor battle impacts all workers, especially one that will set a standard for other county workers and public transit workers throughout the region.

Appreciation for OWLS' solidarity was evidenced in the smiles, waves, and honks from bus drivers. It's also worth noting that the public overwhelmingly supports transit workers and their calls for safe working conditions, better schedules, and fair compensation.

Your resolution sadly suggests that you oppose support from outside the MLKCLC umbrella. Yet such self-defeating logic from union officials is precisely why OWLS formed.

After the break-up of the AFL-CIO, rank-and-file unionists got together and formed OWLS. We recognize the need for solidarity among workers at the bottom, regardless of power struggles and jurisdictional spats at the top. We see no future for organized labor if the movement doesn't openly embrace democracy and a much broader community, including independent unions, grassroots labor groups such as OWLS, and unorganized workers. The survival of unions and wellbeing of all workers is at stake here. While we would like to have the blessing of labor officials, we don't intend to stop organizing and speaking out against poor management and unfair labor practices, because we don't enjoy "official" approval.

In the future, if you have concerns about actions being taken by OWLS, feel free to contact us. We reserve the right to disagree, but do believe it is in our interest as workers to talk these things out and present a united front to all of our employers.

*In solidarity, on behalf of OWLS,*

Mike Jung, OPEIU 8 member;  
Maxine Reigel, Teamsters 117 member;  
Katherine Wiles, OPEIU 8 member;  
Linda Averill, ATU 587 member

Cc: King County Labor Council  
ATU News Review  
ATU 587 membership

## President Norton Responds

Dear Sister Averill,

I suggest you and your three friends take your time and read the Resolution again. For your convenience I have asked our Recording Secretary to reprint it in this month's 587 *News Review*.

Thank you for your letter

Regards,  
Lance

### Resolution To The Martin Luther King County Labor Council

Submitted by Amalgamated Transit Union Local 587

Whereas, on February 14<sup>th</sup>, 2008, Organized Workers for Labor Solidarity (OWLS) picketed the King County Metro management offices at the King Street Center, and handed out fliers to the public in Seattle's International District, in what they described as a "Valentine's Day Solidarity Action" with ATU 587 and other County workers, and

Whereas, while ATU Local 587 and the Martin Luther King Labor Council (MLKCLC) recognize the rights of citizens to free speech and protest, OWLS has neither been appointed by the officers nor elected by the members of Local 587 to speak on their behalf, and

Whereas, the action of OWLS did not have the sanction, support and even foreknowledge of the demo-

cratically elected leadership of ATU Local 587, and

Whereas, a motion for Local 587 to conduct an informational picket of the County was voted down at the ATU Local 587 January membership meetings, and

Whereas, the officers of Local 587 consider this unauthorized work action to be in direct conflict with ongoing negotiations with the County and detrimental to the health and welfare of ATU 587, and

Whereas, according to the Collective Bargaining Agreement between ATU Local 587 and King County Metro Transit, ATU Local 587 is recognized as the sole bargaining agent for its members, and

Whereas, although ATU Local 587 appreciates offers of assistance directed to the 587 leadership from MLKCLC affiliates, OWLS is not such an affiliate.

Therefore be it resolved, that the Martin Luther King County Labor Council call upon Organized Workers for Labor Solidarity to immediately cease and desist in any and all interference in the negotiations between Amalgamated Transit Union Local 587 and King County Metro Transit.

[Editor's note\* this resolution was adopted by the Martin Luther King County Labor Council at the February 20, 2008 Executive Board and Delegates meetings]

# Letters to the Editor...

could at some future date attend one of your meetings, I would love to thank your membership in person for their generosity.

Again, you are a special union and the Labor Agency thanks you.

*In Solidarity,  
Nancy Holland Young  
Executive Director*

## One Member's Opinion

Fellow Union Brothers and Sisters, and hopefully that is what we are. Let me start out this letter stating that this is JUST my opinion. Unlike some members of our local who when you do not agree with

their opinion resort to name calling, backstabbing and other divisive tactics, I am NOT going to stoop to their level.

The current contract negotiations are achieving Metro managements #1 goal which is to destroy our local. While I do NOT agree with some of the items that were supposedly negotiated, it is what our duly elected leadership chose to negotiate for us. We all had an opportunity to let our leadership know what we wanted through the survey that was distributed to us, and every month there are 2 meetings held in the Seattle area for you to attend to let your opinion be known. I do wonder why our leadership will NOT reveal to us the results of the survey. (Maybe because what WE wanted was NOT what THEY wanted???????) I also

wonder why they will NOT reveal to us the items that really were negotiated for. If you do not agree with the tentative agreement it is your right to vote NO. Also, Union leadership elections are next year, you have the right to run for any position that you want or to vote for anybody that thinks like you think.

Just opinion people, if this thing goes to arbitration we can kiss our 3% minimum COLA goodbye. Yes I would love to earn more money, but I am also a realist. If anybody knows of any other PART-TIME job where you walk in the door making over \$17.00 an hour (\$18.27 if tentative agreement is ratified) please let me know because I am looking to earn some extra money, and I am a Full-Time Operator at top rate.

Let's not make Managements objective of destroying our local any easier than what we are doing right now. If you don't agree with the tentative agreement, vote NO, but just remember, be careful what you ask for because you just might get it.

*W.W.Reid  
#20342  
East Base Operations*

*[Editors note\* survey results constitute the basis for our bargaining position and is not information we wish to lay before management. Therefore, survey results are not published in the News Review or posted on our website. If any member would like to review our survey results or our protected bargaining positions they are welcome to stop by my office to review the documents.]*

## DO NOT PATRONIZE

**Martin Luther King, Jr. County Labor Council, AFL-CIO**

**Unfair to Workers/  
Do Not Patronize List**

March 2008

Boycotts initiated by UNITE-HERE Local 8:

**Seattle Sheraton Hotel  
13 Coins Restaurants (both locations)  
Sea-Tac DoubleTree  
Sea-Tac Hilton**

**CONGRATULATIONS!!!**

**Mary Bower**

**Clallam Transit System  
2007 Employee of the Year!**

## Upcoming at Local 587

- APRIL 03** Charter meeting
- APRIL 04** Morning meeting
- APRIL 07** Jefferson Transit Authority meeting
- APRIL 08** Clallam County meeting
- APRIL 17** KC Metro contract ratification vote
- APRIL 18** 6:00 PM Deadline for Part-time and Tripper Option Group D Restriction forms
- APRIL 22** Executive Board meeting
- APRIL 26** KC Metro first day of pick for Part-time Transit Operators

## Attention 587 Members

## Are you a delegate?

Are you an elected delegate to the Legislative District Caucus? If so, please fill in this form and send it to the union office. The Martin Luther King County Labor Council, in partnership with the Washington State Labor Council has committed to building labor's voice in the party platform and advancing labor activists to the highest level of the party's nomination process. Did you know that you can still become a delegate for your presidential candidate? If you are interested in this, contact:

Neal Safrin,  
Executive Board Officer Local 587  
Email: nsafrin@comcast.net  
Cell phone: (206) 604-7059

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Legislative District: \_\_\_\_\_

Please send to:  
A.T.U. Local 587  
2815 Second Avenue, Suite 230  
Seattle, WA 98121

# April Showers Bring... Summer Pick

By former Recording Secretary Jennie Gil, current Recording Secretary Paul J. Bachtel  
and all spirits of recording secretaries past

It's a good thing this term is coming to an end, because I am running out of catchy titles for this article. Veteran KCM Operators please scan this article for important dates and potential changes. KCM Operators new to pick, please read in its entirety. It may make the difference between a pleasant summer and the Pick From Hell.

## TRANSIT OPERATOR PICK IS WHEN?

Part-time pick –April 26 and 27, and May 3 and 4.

Full-time pick –April 28 through May 08.

Part-time preview –April 21 through 25.

Full-Time preview –April 19 through 25.

Please see your Operations Bulletin boards for the exact times. I never seem to get them right.

## IMPORTANT DATES TO PAY ATTENTION TO

The Seattle Mariners will have home games that may impact traffic during pick on April 26 & 27. Part-time Operators picking April 26 late in the day (game starts at 6:10 pm), and after lunch on April 27 (game starts at 1:10 pm), **please factor in additional travel time.**

## VACATION PICK

There is no vacation pick occurring for Full-time Operators during this pick. Part-time Operators can pick vacation periods in Summer shakeup. **Please bring your vacation dates with you.** Not only does it make the process easier on everyone involved, but if you are Part-time and you pick a couple vacation periods with the intent to cancel one because you are unsure of your dates, it denies people below you a guaranteed slot they might have picked had you known your dates.

## ABSENTEE FORMS (both Part- and Full-time)

There are many reasons one cannot make it to pick. For that we have absentee pick forms. Some members fill out an absentee form as backup insurance, just in case. If you choose to do so, you will *not* be bound by your absentee pick form if you do show up.

Absentee pick forms may be turned in at your base either by 7 a.m. on your pick day, or in the pick room during business hours (after preview starts), all the way up until

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*April 18th.*  
**ABSOLUTELY NO  
RESTRICTION FORMS  
WILL BE ACCEPTED  
PAST THIS DATE.**

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two minutes prior to your pick time. Review the forms carefully before you submit them. **Do not send them to the union office! We are not responsible for late or lost absentee or restriction forms!**

## NO SHOW AND NO ABSENTEE FORM?

Operators who do not make it to pick and have not submitted an absentee form have their work picked for them by the following process: Ten minutes prior to your scheduled pick time, your pick sheet is handed off to the Union representative, who will look up your current assignment. If your current assignment is open, at your designated pick time it will be picked for you. If not, and you are Part-time, the Union representative will look for a tripper that reports on or after your current report time and quits on or before your current quit time. You will be placed at your current base as long as it is still open, and if not, at the base geographically closest, if at all possible. If you are Full-time, we try our best to match as close as we can to what you currently are working.

Occasionally, there is no current pick information available and often there are no similar assignments left, especially further on down the seniority list. If there is time and an open phone line, the Union representative may attempt to call you. If we do not have your current address/ phone number, and no current assignment for you, the Union representative has little recourse other than to pick an assignment completely at random.

For Part-time Operators, the tripper picked for you by the Union is sometimes substantially shorter than the tripper you could have picked yourself. It is in your best interest to show up and pick for yourself, or **submit an absentee pick form.**

## I CAN'T BELIEVE YOU PICKED THIS FOR ME, MY LIFE IS OVER!

Once the Union representative picks your assignment it might not be changed if you arrive late. If you arrive immediately after the Union has picked for you, AND, if the people who picked below you are still in the room, the pick may be stopped and your piece offered to those who picked behind you if you are so very opposed to working it. If this should occur, the pick still goes on around you and those with lesser seniority who did arrive on time will continue to pick. If, however, even one person below you that has already picked has left the room, your pick **will not be altered for any reason.** A second recourse for those who did not arrive in time to pick and find their union-picked work heinous is to hang tight till the next move up.

## DON'T CALL US...

Many members are electing to phone the pick room at their designated pick time, which works fine if pick is running on schedule and the ONE phone line in the pick room is not busy. But pick can be delayed for any number of reasons. If a delay occurs or the phone line is busy, picking by phone can be a nightmare.

PLEASE!! Don't try to pick by phone unless you absolutely have to. Come to the pick on time and in person, or submit an absentee pick form as mentioned above. We will not be responsible for the outcome if it is not favorable to you.

## IMPORTANT!

The contract states: "*Selections made by the UNION will not be subject to the grievance/arbitration procedure.*" Your Union representatives are only human. In your absence they did the best they could given the circumstances they had to work with, and the Union will not

be held liable for any picks made for someone who could not or did not show up to do their own pick.

## FLEX GROUP D

The contract allows for a Flex-Group D option, in addition to the more familiar Tripper Group D. The Tripper Group D option allows a Full-time Operator to select a Part-time tripper in lieu of full-time work, but falling under the provisions and conditions of Part-time. Flex-Group D allows a Full-time Operator to select one of the following two options:

- a) a Saturday combo at a base they designate (but had the seniority to pick in the last two shakeups) and a **minimum** of two peak time weekday periods to be assigned via the Extra Board, or,
- b) a minimum of five peak time weekday periods to be assigned via the Extra Board.

The deadline to sign up **and obtain your chief's approval** for the Flex-Group D option is fourteen days prior to the beginning of full-time pick, Friday, April 11<sup>th</sup>.

## RESTRICTION FORMS (Part-Time Operators)

Restriction forms went to the bases last week of March. The deadline for turning in restriction forms is April 18<sup>th</sup>. **ABSOLUTELY NO RESTRICTION FORMS WILL BE ACCEPTED PAST THIS DATE.** Restrictions amount to usurping the seniority of those ahead of you who did not have the need to restrict, the Union takes the deadline very seriously. Also know that if you submitted a restriction form and we reach lockout, you will be required to honor that restriction.

Lockout is when the number of restriction forms equals the number of available slots for either a.m. or p.m. system-wide. For example, 100 a.m. slots are available system-wide, 100 restriction forms on file, equals a.m. lockout. At that point, unless you had a restriction form submitted for that shakeup, **you may not pick a.m. work, regardless of your seniority.**

If something comes up after you submit your form that frees you from the need to be restricted, please contact the pick coordinator or call the Recording Secretary at the Union office and rescind your restriction form. You may rescind a form all the way up to that point where we go into lockout.

## President's Report, continued

of the complaints should not be allowed into evidence because they are hearsay.

5. Added language that makes clear that we can ask the arbitrator to issue a subpoena compelling a complainant to appear to testify.

6. Added language that states that in an arbitration proceeding, if the complainant does not want to appear, and is unwilling to speak to the Union, the Arbitrator is to be informed of the fact.

We are hopeful that all of these additions will make it clear to the Arbitrator that little, if any weight at all, should be given to any complaints in which the complainant is unwilling to cooperate with the Union or Metro after calling in a complaint.

Additionally, all the offending language in the December MOA about establishing a standard of discipline is removed. As previously, customer complaints remain a minor infraction, and progressive discipline applies to all discipline. As far back as we can tell, we do not believe that in the history of this Union, that a single employee has ever been terminated as a result of an excess of customer complaints. We do not expect that number to change

### Medical Arbitration MOA Contract Language

The Medical Arbitration language has been in our contract for sometime. It was previously seriously flawed, however, because the premise for

initiating the process was that an employee had to present to Metro a medical release from his or her physician that authorized the employee to "perform, **without restriction**, all duties of his or her position." That provision was at odds with the Washington Law against Discrimination and the Americans with Disabilities Act, which mandate that an employer must allow a disabled employee

to work with a "reasonable accommodation." Both the Union and Metro agreed that this divergence from the law needed to be corrected. Ultimately, we determined to do away with the provision all together, because the Union officers (and their lawyers) felt that there was sufficient protection for our members under both the "just cause" language of the contract, as well as under the nondiscrimination language in Article 2, Section 2. In other words, we believed that terminations for medical purposes would just go through the regular arbitration proceedings under Article 5, and that a specific policy addressing medical arbitrations was simply unnecessary to protect our members' rights.

Apparently, however, there was sufficient concern among our membership that we decided to revert to the old language, with some changes. First, we eliminated the

*We were able to negotiate two additional paid holidays for Part-time operators.*

language about presenting medical releases without restrictions as a preliminary step to proceeding. Next, we defined the task of the Medical Arbitration Board as being to "determine whether the Employee can perform his/her duties, as delineated in the job analysis and other relevant evidence, **with or without reasonable accommodation**. This makes it clear that the job description is not the only evidence of what are the essential functions of an employee's job, as we have

found over the years that Metro will try to use these job descriptions in a way that distorts an employee's actual day to day activities. And, obviously, it is now clear that a release without any restrictions is not necessary—a recognition that Metro must try to reason-

ably accommodate any employee before terminating them because they can't perform their job.

We've also added language making it clear that the parties have the right in these proceedings to present medical testimony, and that both sides—Metro and the Employee—must participate in the "interactive process." This, too, is consistent with disability law, and means that there must be a real dialogue between Metro, the employee, and medical professionals; about what exactly it is that an employee can do or cannot do. Metro must not make a rash decision without being fully informed,

but the employee must provide reliable medical information in a timely manner, thus allowing Metro the means by which to make a fair and measured decision.

I'll leave the System Extra Board explanation to Paul's article for he's done an outstanding job of clarifying just how that will work. The S.E.B. will not be expanded beyond 25 operators over the duration of this contract.

We were able to negotiate two additional paid holidays for Part-time operators. Those two holidays are July 4<sup>th</sup> and Labor Day. The Labor Agreement will be three years rather than the four originally proposed.

With the 3% raise back to the pay period beginning October 20, 2007, the two guaranteed Colas of at least 3% (and possibly more depending on the rate of inflation) and the 1% bump up in May 2009 and with the compounding our members will see at the very minimum an 11% increase in wages. (Please see Financial Secretary Paul Neil's report in this issue on the retro pay).

With the exception of two of our Vehicle Maintenance Executive Board Officers, Mike Whitehead and Jeff Stambaugh, who couldn't make a decision to recommend for or against on the contract proposal and chose to abstain, the entire Executive Board and your Full-time Officers recommend approval of this contract.

Regards to all...  
Be Safe...  
Lance F. Norton  
President/  
Business Representative  
Local 587

# All Members Of Local 587

This is a friendly request from the staff of ATU Local 587. It would be appreciated if when members of Local 587 call the union office to speak to an officer and a 587 staff member informs you that the officer is either unavailable due to meetings, conferences, out of office appointments, etc. that you take us at our word. Keep in mind that the officers' schedules are subject to change at any given time to accommodate time sensitive issues.

Your officers are working constantly and many times after hours resolving problems and issues that may affect all of you. They ensure that urgent issues are dealt with immediately and make informed decisions on prioritizing and assessing non-urgent issues. Returning phone calls take time so we ask that you be patient.

We deal with numerous calls daily and continually forward messages to the officers via voice mail or paper and sometimes both. The officers address various issues throughout the day and we know first hand how time consuming and hectic their schedules are.

We will request information regarding your issue to better direct your call to the officer that is best suited to handle your issue. Please understand that staff is not familiar

with your contract and we are not at liberty to step over boundaries of officers' expertise. Non-contractual issues can at times be answered by staff. Leave a detailed message and specify urgency and exactly where to contact you if the officer you require is not available. We will make sure that the proper officer is informed and that is the extent of our responsibility.

There are over 4,000 members in this union and all of you are equally important. We understand that your issue is the only thing on your mind when you call, and understand your frustration. It is not appreciated nor tolerated when a member calls and is rude, offensive or belittling to staff! Verbal abuse will not expedite your request and is completely unacceptable. Please remember that just like you we expect to be treated with respect.

So, next time you call the union office, be kind. Sue is our receptionist and is the friendliest of all. You may get Mary; she is our office clerk and Sue's back up. If Tonya (Supervisor) or Norma (Office Manager) answers, you can bet we have our hands full.

Thank you for your consideration.

From your friendly staff at ATU Local 587

To: All Members of Local 587  
From: Recording Secretary Paul J. Bachtel

## Proposal To Change Bylaws — Article VI, Section 6

Submitted by Executive Board Officers Mike Whitehead and Jeff Stambaugh

In accordance with Article XV, Section 2 pertaining to bylaw proposals, the following bylaw proposal will be published in the *News Review*, and will be voted upon at the May cycle of meetings.

### ARTICLE VI, Duties of Officers, Section 6

#### Current Language

**Section 6.** The Executive Board shall create an annual budget in the month of February. The budget shall include, but shall not be limited to, projected income, projected fixed expenses, projected variable expenses, and projected savings. The budget shall be presented to the membership at the March meetings for comment and review.

#### Proposed Language

##### Section 6. Executive Board

- (a) It shall be the duty of the Executive Board to supervise and direct the management of the local.
- (b) Results of all negotiations, Memorandum of Agreements (MOA's), Memorandum of Understand-

ings (MOU's) or other matters of importance that will affect more than one individual and/or changes the Labor Agreement or intent of and/or have a lasting effect on the local as a whole will be brought before the Executive Board for review and discussion prior to entering into any agreement, understanding or matter with the company.

- (c) The Executive Board shall have the authority to submit the results of negotiations on agreements or other matters of importance to the entire membership for a referendum vote of the members to be conducted under conditions and at times to be determined by the Executive Board.
- (d) The Executive Board shall create an annual budget in the month of February. The budget shall include, but shall not be limited to, projected income, projected fixed expenses, projected variable expenses, and projected savings. The budget shall be presented to the membership at the March meetings for comment and review.

# The Financial Secretary's Report

By Paul Neil



## Retroactive Pay

The chart below is an illustration of approximately how much retroactive pay members should receive if the Tentative Agreement is approved on April 17<sup>th</sup>.

- The figures are based on a fulltime employee working 80 hours of

straight time per pay period.

- They do not include overtime, spread pay, etc.
- The number of pay periods is an approximation starting with October 20, 2007 and ending on June 13, 2008 for a total of 17 pay periods. Hopefully King County

can go faster than that.

- All the trades are lump together because of space constraints and they also all make the same rate. All the leads for the trades are lumped together also for the same reason.
- How much you will receive as an

individual will depend on how many hours you were paid for and at what rate. Step increases or being on L&I. will of course affect how much you get.

- These figures are for GROSS pay not NET. Uncle Sam will take his cut first.

<b>Bus</b>	11/01/06 TOP HOURLY WAGE	11/01/07 NEW TOP HOURLY WAGE	Wage Increase	Gross Retro pay for 17 pay periods 17 X 80= 1360 Hours
<b>OPERATORS</b>				
Transit Operators	\$25.34	\$26.10	\$0.76	\$1,033.60
<b>VEHICLE MAINTENANCE</b>				
Assistant Utility Service Worker	\$15.18	\$15.64	\$0.46	\$625.60
All VM Trades (Mechanic, ET, Painter, ETC.)	\$28.98	\$29.85	\$0.87	\$1,183.20
Equipment Dispatcher	\$25.05	\$25.80	\$0.75	\$1,020.00
Equipment Service Worker	\$23.53	\$24.24	\$0.71	\$965.60
*Leads for the trades	\$31.88	\$32.84	\$0.96	\$1,308.32
*Lead Equipment Service Worker	\$25.88	\$26.66	\$0.78	\$1,060.80
*Lead Transit Parts Specialist	\$26.92	\$27.72	\$0.80	\$1,088.00
Mechanic Apprentice (95% of Mechanic)	\$27.53	\$28.36	\$0.83	\$1,128.80
Paint Preparation Technician (85% of Equipment Painter)	\$24.63	\$25.37	\$0.74	\$1,006.40
Purchasing Specialist	\$25.27	\$26.03	\$0.76	\$1,033.60
Senior Stores Clerk	\$23.20	\$23.90	\$0.70	\$952.00
Stores Driver	\$22.16	\$22.82	\$0.66	\$897.60
Transit Parts Specialist	\$24.47	\$25.20	\$0.73	\$992.80
Utility Service Worker	\$18.98	\$19.55	\$0.57	\$775.20
**USW /Driver (\$.70 above USW)	\$19.68	\$20.25	\$0.57	\$775.20
**USW /Driver CDL (\$1.00 above USW)	\$19.98	\$20.55	\$0.57	\$775.20
Vehicle Damage Estimator (10% above Sheet Metal Worker)	\$31.88	\$32.84	\$0.96	\$1,305.60
VM Technical Information Process Specialist III *10% above non-lead positions	\$23.20	\$23.90	\$0.70	\$952.00
<b>FACILITIES MAINTENANCE</b>				
All Facilities Trades (Carpenter, BOE, Constructor, etc)	\$28.98	\$29.85	\$0.87	\$1,183.20
Equipment Operator	\$25.42	\$26.18	\$0.76	\$1,033.60
Facilities Maintenance Trainee	\$22.85	\$23.54	\$0.69	\$938.40
Facilities Maintenance Worker	\$18.41	\$18.96	\$0.55	\$748.00
Grounds Specialist	\$24.49	\$25.22	\$0.73	\$992.80
*Leads for all trades	\$31.88	\$32.84	\$0.96	\$1,305.60
*Lead Ground Specialist	\$26.94	\$27.74	\$0.80	\$1,088.00
*Lead Transit Custodian	\$22.76	\$23.44	\$0.68	\$924.80
Purchasing Specialist	\$25.27	\$26.03	\$0.76	\$1,033.60
Radio Equipment Specialist	\$29.98	\$32.42	\$2.44	\$3,318.40
Maintenance Signage Specialist	\$23.20	\$24.61	\$1.41	\$1,917.60
Transit Custodian I	\$18.78	\$19.34	\$0.56	\$761.60
Transit Custodian II	\$20.69	\$21.31	\$0.62	\$843.20
Utility Laborer *10% above non-lead positions	\$22.65	\$23.56	\$0.91	\$1,237.60
<b>REVENUE COORDINATORS</b>				
Revenue Coordinator	\$26.01	\$26.79	\$0.78	\$1,060.80

<b>Bus, continued</b>	11/01/06 TOP HOURLY WAGE	11/01/07 NEW TOP HOURLY WAGE	Wage Increase	Gross Retro pay for 17 pay periods 17 X 80= 1360 Hours
<b>SPECIAL CLASSIFICATIONS</b>				
Accounting Technician I	\$19.90	\$20.50	\$0.60	\$816.00
Accounting Technician II	\$22.60	\$23.28	\$0.68	\$924.80
Clerk I	\$16.25	\$16.74	\$0.49	\$666.40
Clerk II	\$17.67	\$18.20	\$0.53	\$720.80
Clerk Typist II	\$17.67	\$18.20	\$0.53	\$720.80
Duplicating Equipment Operator	\$23.64	\$24.35	\$0.71	\$965.60
Information Distributor	\$20.97	\$21.60	\$0.63	\$856.80
Offset Press Operator	\$24.51	\$25.25	\$0.74	\$1,006.40
Operations Security Liaison	\$31.14	\$32.07	\$0.93	\$1,264.80
Senior Clerk	\$22.13	\$22.79	\$0.66	\$897.60
Supply Distributor	\$17.77	\$18.30	\$0.53	\$720.80
Transfer Room / Warehouse Worker	\$24.47	\$25.20	\$0.73	\$992.80
<b>SUPERVISORS</b>				
Firstline positions except Comm. Coordinator	\$31.91	\$32.87	\$0.96	\$1,305.60
*Communications Coordinator	\$33.51	\$34.51	\$1.00	\$1,360.00
Supervisor-in-Training (90% of Supervisor) *5% above Service Supervisor	\$28.72	\$29.58	\$0.86	\$1,169.60
<b>SCHEDULE SECTION</b>				
OSS Coordinator	\$39.43	\$42.03	\$2.60	\$3,536.00
Scheduling Technical Information Processing Specialist III	\$23.20	\$23.90	\$0.70	\$952.00
Senior Schedule Planner	\$40.81	\$42.03	\$1.22	\$1,659.20
Transit Information Planner	\$32.83	\$33.81	\$0.98	\$1,332.80
Transit Schedule Planner	\$32.81	\$33.79	\$0.98	\$1,332.80
<b>RIDER INFORMATION SPECIALISTS</b>				
*Assigned Rider Information Specialist	\$21.09	\$21.72	\$0.63	\$856.80
*Rider Information Specialist	\$21.09	\$21.72	\$0.63	\$856.80
*Senior Rider Information Specialist	\$23.16	\$23.85	\$0.69	\$938.40
<b>CUSTOMER SERVICE OFFICE EMPLOYEES</b>				
*Customer Assistance Representative (CAR)	\$21.09	\$21.72	\$0.63	\$856.80
*On-Call Customer Assistance Representative	\$21.09	\$21.72	\$0.63	\$856.80
*Senior Customer Assistance Representative	\$23.16	\$23.85	\$0.69	\$938.40
<b>Rail</b>				
<b>STREETCAR</b>				
Streetcar Operator	\$25.34	\$26.10	\$0.76	\$1,033.60
Streetcar O&M Supervisor	\$33.51	\$34.51	\$1.00	\$1,360.00
Streetcar Maintainer	\$28.98	\$29.85	\$0.87	\$1,183.20

# The Recording Secretary's Report

By Paul J. Bachtel



## Risk vs. Reward

On April 17 we will again be voting on a tentative labor agreement. The difference between this proposed agreement and the last proposed agreement is not just in the improvements bargained since the last offer, it is also in the fact we have, at Metro's insistence, met with a Public Employees Relation Commission "(PERC)" mediator for the purpose of certifying protected positions for interest arbitration. If you have been following President Norton's recent articles you are aware the first step to interest arbitration is PERC mediation.

What are protected positions? Protected positions are the positions the Union and Metro took early on in negotiations and have presented to the PERC mediator for potential certification by PERC for interest arbitration (should a negotiated settlement not be possible). Although the PERC mediator has heard the Union and Metro protected positions, the PERC mediator has yet to forward those positions to the Director of PERC for certification for interest arbitration.

What is interest arbitration? Interest arbitration is similar to a court room trial where an interest arbitrator hears arguments from both Union and Metro and awards a contract. The membership does not vote of the contract. The decision is final.

If we reject this second proposed tentative agreement will Metro request the PERC mediator forward the unresolved protected positions for certification for interest arbitration? I believe so. So the question, in my opinion, now becomes whether to accept this new tentative labor agreement or take our chances in interest arbitration with hopes of gaining a better decision from an interest arbitrator than what is currently being proposed as a negotiated settlement.

What might we expect from an interest arbitrator? Quoting from President Norton's March *News Review* article, "Interest arbitrators do not 'reward' one side or the other. They do not view it as their responsibility to 'make up for lost time', or punish one side or the other for bad faith bargaining. Arbitrators see their job as putting the parties in the same position they would have been in had they negotiated a contract in good faith. It is extremely rare when a union or an employer achieves a result in arbitration that significantly exceeds the results they could have achieved had they bargained in good faith from the beginning." This is not just the opinion of President Norton; it is also the opinion of each and every mediator I have worked with during my years in union office.

This does not suggest that should the membership reject this second proposed agreement an arbitrator will award an agreement similar to one or both of the rejected proposals. In fact, both the proposal rejected in January and the proposal that remains to be voted upon are "What If" proposals. "What If" proposals are off the table if rejected. Off the table means future negotiations and/or interest arbitration will revert back to protected positions.

If we vote no will the arbitrator's award be similar to the two proposals? Given an interest arbitrator would not be made aware of the contents of rejected "What If" proposals the final award will be based upon what the interest arbitrator accepts or rejects from the Union and Metro's presentation of their respective protected positions. The result could be something dramatically different from the "What If" proposals.

Alright, I stop beating a dead horse and get on with a few examples of our protected positions. Please take them with a grain of salt (or better yet, the whole bottle). These are only examples of the Union and Metro's protected positions. A complete listing of the Union positions was reviewed at a recent Charter meeting and is available for review in the office of the Recording Secretary.

### Management Rights

- Metro is proposing removing the language guaranteeing the Union's right to file grievances regarding past practice, removing the historical and traditional guarantee language from the Vehicle Maintenance article and removing similar language from the First-Line Supervisor article.

- Union is proposing current language.

### Wages

- Metro is proposing lowering the COLA floor from 3% to 2% with a 6% ceiling (90% CPIW). No across the board wage increase. This would presumably result in a 2.49% wage increase retroactive to the pay period that includes November 01, 2007.

- Union is proposing shortening the wage step progression from six years part-time and three years full-time to two years for all employees subject to wage progression. - Union is proposing a 4% wages increase retro active to November 01, 2008. - Union is proposing a three year agreement with four COLA wage increases 3% floor and 6% ceiling (90% CPIW) (which includes a COLA increase on October 31, 2010 - the last day of the agreement). - Union is proposing a shift differential of 10% and 15%. - Union is proposing longevity pay of

approximately 20% (does not include compounding).

### Holidays

- Metro is purposing current language.
- Union is proposing all 11 current holidays and personal holiday and an additional two personal holiday's and in addition the employee's birthday off.

### Vacation

- Metro is proposing current language.
- Union is proposing full credit for all years of service (including part-time) - Union is proposing "earn it and burn it" vacation (only one accrual bank that can be accessed immediately).

### Full-time Transit Operators

- Metro is proposing full utilization of the Part-time Transit Operator workforce 24 hours a day, seven days a week.
- Union is proposing a significant reduction in the ratio of Part to Full-

time Operators, no combos on Saturdays and doubling almost all special allowance guarantees, etc.

### Part-time Transit Operators

- Metro is proposing no additional guarantees just total utilization.
- Union is proposing 3:30 daily guarantee, a guarantee of 400 trippers' 4-hours or longer with 350 of the 400 paid straight through.

These are only a few examples of approximately 70 Union and Metro proposals that may be certified for interest arbitration. Although I don't believe Metro or the Union would be successful in attaining all of their respective goals in interest arbitration I do believe an interest arbitrator might be tempted to provide at least minimal relief on a number of issues to both sides.

I voted 'Yes' on both the executive board recommendation to approve the last tentative agreement and 'Yes' at the polls on January 10, 2008. I will again vote 'Yes' to recommend this proposed settlement and 'Yes' at the polls on April 17, 2008. I much prefer a negotiated settlement over the uncertainty of an arbitrator's decision.

## System Extra Board Clarification

By Paul J. Bachtel, Recording Secretary

The tentative labor agreement to be voted upon April 17, 2008 contains new language defining a System Extra Board. The Union office has received a number of inquiries asking what compensation will include the \$2.00 per hour System Extra Board premium. The \$2.00 premium will be paid on all hours worked including overtime. The \$2.00/hour premium for System Extra Board will be treated as part of the employee's base pay for the purpose of calculating overtime, meaning the one-and-one-half time overtime premium is paid on top of the \$2.00/hour premium, effectively making it \$3.00/hour. Hours worked include report, travel, platform and FLSA straight time premiums.

Example: The membership approves the April 17, 2008 tentative labor agreement and the base pay for a Transit Operator at top step is

\$26.10 per hour. A Transit Operator who picks the System Extra Board will be paid \$28.10 per hour for all straight time hours worked and \$42.15 per hour for all over time hours worked.

An operator who takes or cashes out Accumulated Compensation (AC) time while on the System Extra Board will be paid at System Extra Board straight time rate of pay. (In the example above: \$28.10 per hour.) An operator who cashes AC after leaving the System Extra Board will be paid at the rate in effect at that time. Metro does not have a way to track two different rates at which AC might be earned.

Paid time off such as holiday, vacation, sick leave, bereavement leave, administrative leave, penalty pay for out of rotation assignments or late Extra Board posting etc. will not include the System Extra Board premium.

# Are Stress Claims Covered Under Workers Compensation?

by Meade Brown

December 20, 2007

On the job stress can disable a worker in a variety of ways. For example, stress can produce disabling depression and anxiety, or cause physical disability from muscle spasm heart disease, and stroke. Further, stress can disable by aggravating existing physical disorders, such as multiple sclerosis. However, even when the medical evidence proves that the worker's stress is job related, Washington's Industrial Insurance Act will exclude workers compensation coverage in many, *but* not all circumstances.

Job related stress claims are frequently contested by employers, as demonstrated by the numerous decisions the Board of Industrial Insurance Appeals has made on these types of claims. Whether a worker's job related stress should be covered by workers compensation will always depend on the specific facts of the claim, but certain broad principles apply. How the stress arose on the job, and what health conditions resulted, will affect whether workers compensation coverage applies. For the sake of brevity, this article will only address how the job related stress arose.

How job related stress arose will determine whether the stress is deemed an "injury," or an "occupational disease." Generally, job related stress determined to be an "injury," is covered by workers and compensation, while job related stress determined to be an "occupational" is not. So, what is considered an "injury," and what is considered an "occupational disease"?

Washington's Industrial Insurance Act defines an "injury" as "a sudden and tangible happening, of a traumatic nature, producing an immediate or prompt result, and occurring from without, and such physical conditions as result therefrom." There are many legal nuances in this definition, which I will not address in this article. However, I will give you two examples of stress claims which should be covered under workers compensation as "injuries."

First, if a transit operator is threatened (but not physically harmed) on the job by a passenger with a gun, and as a result, suffers stress several days later causing sleeplessness and loss of appetite, the stress should be covered by workers compensation. The stress arose within a brief period of time, and was caused by a specific traumatic event occurring during the course of the transit operator's employment.

Second, a transit operator who experiences disabling anxiety after witnessing a passenger severely beat another passenger, should also be covered by workers compensation. Note that the traumatic event wasn't directed at the transit operator. Nevertheless, medical evidence may establish that witnessing the traumatic event was the cause of the transit operator's anxiety. Also note

that the operator's anxiety didn't result in any physical symptoms, such as sleeplessness or loss of appetite. Nevertheless, the definition of "injury" has been extended under workers compensation to include purely "mental" conditions.

However, job related stress determined to be an "occupational disease," is not subject to workers compensation coverage, because Washington excluded occupational disease stress claims with a 1988 amendment to the Industrial Insurance Act. What is an "occupational disease"? The simplest definition is any job related health condition that isn't an "injury." These health conditions gradually, as opposed to suddenly, arise out of work, and are caused by the distinctive conditions of the worker's employment, as opposed to a traumatic event. Thus, if a worker's employment, as opposed to a traumatic event. Thus, if a worker's stress gradually develops on the job over an extended period of time, the stress is deemed an "occupational disease", and excluded from workers compensation coverage. For exam-

ple, an excessive workload, ongoing criticism from a supervisor, or a job demotion can gradually produce disabling stress. This type of stress should be deemed an "occupational disease", and excluded from workers compensation coverage.

To further complicate matters, job related stress might sometimes be both an "injury," and an "occupational disease." For example, suppose a transit operator suffers stress from ongoing fear, because the operator drives at night on a route where other drivers have been assaulted. While driving this route, a knife-wielding passenger threatens the operator, and shortly thereafter, the operator seeks psychiatric treatment for stress. If the transit operator reports on her workers compensation claim that the stress "arose from the constant fear I experienced driving my dangerous route," the claim will be rejected as an "occupational disease." As reported, the stress gradually arose from the distinctive conditions of the operator's employment. However, if the operator describes the stress

as "caused by a passenger wielding a knife at me," the workers compensation claim will be accepted as an "injury." Under this report, the stress suddenly arose from a specific traumatic event.

There is no doubt that this is a complicated subject. The key points to remember are that some, but not all, job related stress claims are excluded from workers compensation coverage, and coverage is more likely if a single traumatic event caused the stress. If you file a workers compensation stress claim that is later rejected as an "occupational disease," you should consider consulting an attorney before the rejection order becomes final within 60 days. The attorney may determine that your workers compensation claim should be accepted as an "injury," and recommend that you appeal the claim rejection. In light of the legal complexity of stress claims, you should not assume that King County Safety and Claims and the Department of Labor and Industries will always be correct in rejecting a claim.

Presented by MERRA and ATU Local 587

## 10th Annual MERRA - ATU Local 587 Carl Owens Memorial Golf Tournament



Saturday, July 12th, 2008  
1:30pm Shotgun Start at Carnation Golf Course

**\$500 Closest to the Pin**  
Sponsored by Qualstar Credit Union



One lucky participant will walk away with \$500 cash for hitting it Closest to the Hole on #11!

**Tournament Format:**

18 Hole Individual Stroke Play

Men's and Ladies Divisions

Two Handicap Divisions:  
Callaway Division  
(for those who do not have a handicap)  
Handicap Division  
(for those who have a valid GHIN Handicap)  
All Handicaps will be verified!

Prizes will be awarded to Low Gross and Low Net of each Men's and Ladies Division as well as Top Two in each Flight

Men's and Ladies Prizes for Long Drive Holes #7 and #12 Closest to Pin Holes #6 and #13

Honey Pot Hole #17 Prize for Low Putts

Limited to 144 Participants Sign up early to reserve your spot! Entry Forms received by June 5th will receive preferred foursomes

Don't Forget - Golf Carts are limited and must be reserved!

Stick around for the Live Auction on Fabulous Golf Packages to benefit the Carl Owens Scholarship Fund!

Entry Fee: \$65  
Includes Round of Golf, Tee Prizes, Raffle Prizes and Steak Dinner



\*Entry Deadline - July 1st at 5:00pm\*  
If you have any questions or concerns, or would like to donate an item to be auctioned Please contact Dave White at (360) 794-6968 or david2251@msn.com

