

## *The President's Report*

by Lance F. Norton



# CONTRACT VOTE

A tentative agreement on a new labor agreement has been reached between our Local and King County D.O.T. Metro.

Your Officers are finalizing the changes to our Contract in order to bring these to our members. Complete contracts will be distributed to all worksites along with a synopsis of all changes and the wage progressions. We are hopeful to get all this to our printer and then distributed at all K.C. worksites.

Contract information will be available at our charter meeting Thursday, January 3<sup>rd</sup> 8 P.M. and Friday, January 4<sup>th</sup> 10:30 A.M. Additional contract information meetings will be held on Tuesday, January 8<sup>th</sup>, 2008 at the Martin Luther King County Labor Council's main hall at 10 A.M., 2 P.M., and 8 P.M. The Ratification vote will be held at all polling locations on Thursday, January 10<sup>th</sup>, 2008.

Regards to all...  
Be Safe

Lance F. Norton



AUXILIARY TO LOCAL 587

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**The Month at a Glance**

*Business of the Membership*

At the December 2007 cycle of membership meetings the following business was addressed:

- The membership voted to pursue the grievance of Nancy Lambert to arbitration.
- The membership voted to pursue the grievance of Derek Harris arbitration.

The following members were November pot draw winners: Joseph Reed at the Charter meeting, Michael Teeter at the Morning meeting, Greg Prescott at the JTA meeting, Frank Carpenter at the CTS meeting. CTS rolling pot draw of \$125.00 was won by Martin Borleau. Next month's rolling pot will be \$25.00.

Holiday Turkey Draw winners: Charter meeting: Steve Sikora, Ray Campbell, Randy Stevenson, Mike Hall, Edna Andre, Jessie Sutter, Nancy Lambert, Bruce Tiebout, Daniel Thorne, and Steve Norris. Morning meeting: W.W. Reid, Thomas A. Moore, Gene Kautzman, Michael Brancheau and Lyn Bagget. Jefferson Transit Authority meeting: Troy McKelevey, Paul Hausmann and Pam Thompson. Clallam County meeting: Ed Stanard, Barb Dixon, Sandra Fangen-Ross, Ken Milliser, Grace Johnson, Irvin Sonnabend and Claudia Girard. Retiree's Holiday Luncheon: Bob Barker, Sara Hicks, Edson A. Engel, Ronald S. Yoshida, Phyllis Lygren, Dorothy Wade, Ruth Ramey, Rick Gatter, Jim Rossiter and Judy Fisher.

*Tentative Agenda*

**Membership Meetings:**

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

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

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

**CLALLAM TRANSIT**  
Tuesday, January 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 contract negotiations
- Solid Ground / Seattle Personal Transit contract negotiations

**Unfinished Business:** None

*Executive Board Report*

December 18, 2007

All officers were present except Chris Daniels who was unable to attend and Ray Campbell who was on vacation.

The following business was conducted:

- Motion by Linda Anderson to change the January executive board meeting to January 25, 2008.

- Motion by Paul Neil to increase the monthly dues in accordance with our bylaws for public transit employees \$0.42 to \$51.92 per month.

- Motion by Brian Sherlock to continue the present pay structure and formula of the four full-time officers.

**TRANSIT WORKERS  
VOTE  
PRO TRANSIT**

**LOBBY DAY  
SEE YOUR \$\$  
IN ACTION**

**In Loving Memory...**

*"What is — 'Paradise' — Who live there — Are they 'Farmers' — Do they 'hoe' — Do they know that this is 'Amherst' — And that I — am coming — too —"*

— Emily Dickinson

**James C. Looney:** Active member passed away November 26, 2007. Brother Looney joined Local 587 August 25, 2006 as a Part-

time Transit Operator and was promoted to Full-time Transit Operator July 27, 2007.

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

ATU Local 587

**News Review**

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Transit Operator Position No. 7  
Transit Operator Position No. 8  
Vehicle Maintenance Position No. 1  
Vehicle Maintenance Position No. 2  
Vehicle Maintenance Position No. 3  
Facilities Maintenance  
Special Classifications  
Supervisors  
Clallam/Jefferson County  
SPT/MV

**RAY CAMPBELL**  
**NEAL SAFRIN**  
**MICHAEL MOORE**  
**DEE WAKENIGHT**  
**BRIAN SHERLOCK**  
**RICK SEPOLEN**  
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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

# Auxiliary to Local 587

Dear Lance:  
Thank you for meeting with the members of the Auxiliary to Local 587. We appreciate the opportunity to know you and that you took the time from your busy schedule to join us for lunch and get acquainted.

You asked that we write an article for the Union newspaper. I said we would work on it. Our President, Dorothy Spencer, promptly gave me the job of "working on it."

The Auxiliary has a long history. Most members of Local 587 today do not know what the organization is. You will need to think back to the early years of the 20th Century. Three or four different companies owned and operated streetcar lines in Seattle. In 1917, Division 587 of the Streetcar men's Union had to negotiate their contracts with each of those companies. It was complicated, unsuccessful. Finally, they went on strike. The strike was rancorous and physical.

In 1917, women didn't work outside the home. In their families they were frequently the finance controller and almost always the manager of purchasing. As the strike wore on and the weekly paycheck did not

come in, the women were challenged to buy groceries and the bills were unpaid. Some of them blamed "that Union." Some were quite vocal in criticism of "that Union."

The officers of Local 587 knew they had a problem. But, first, they had to reach agreement with the companies. When the strike was settled and the men were back at work, the United States was at war in Europe and, then, there was the big flu epidemic to deal with. The officers of the Union delayed action on the "women problem." They discussed it but had no solution. They did agree the women just didn't understand what the Union was about.

Finally, in late 1920, they had a solution. They would organize the wives of the Union members. In an association parallel to the Union, they would enroll the wives of the Union members. The ladies could have their teas and their socials. They would be separate from the men's group but the main purpose of their Auxiliary would be education in Unionism.

In March of 1921 they sent a letter to all the Union members inviting their wives to a meeting. Twenty-

one women attended that meeting. The organization was formed, officers were elected and "The Ladies Auxiliary to Division 587" became a fact.

A committee was appointed to write by-laws for the fledgling group and some rules were set by the Union officers that still are in place today. No Auxiliary member may contact a Union Officer without first getting permission at a regular meeting of the Auxiliary. No Auxiliary member may go to the Union office without first getting permission at a regular meeting of the Auxiliary. Even then, the first contact must be by letter. **The Auxiliary members must not discuss Union business.** Not a meeting of the order, not at a committee meeting, not in casual conversation with a friend. Communication between the Union and the Auxiliary must always be initiated by letter. In today's relaxed society where we can pick up a phone or tap out an e-mail message, these rules may seem strange. But, they still are in place today.

The Auxiliary's role is to be a helper to the Union. We support the Union in whatever way Union officers ask. But, we have to be in-

cluded. We cannot take the initiative. Traditionally, for many years, at the Union's request, we helped them plan and put on a picnic in mid-summer, a children's Christmas party in December and an all-Union dance in November or December. When they stopped inviting us to participate, the Union and the Auxiliary seemed to go our separate ways.

From the beginning, we Auxiliary members have channeled our interests to charitable work in the community and we have always been available to the officers and members of Local 587. We just had to be asked. We appreciate that communication has been re-established.

Sincerely,  
Rebecca Binion

*(Editor's note\* The "Local 587 Support Group," formerly known as "The Ladies Auxiliary to Division 587," is funded by a percentage of King County Metro vending machine proceeds. Recently, the officers have reestablished communication with the Local 587 Support Group and look forward to an ongoing relationship in service to our membership.)*

## Arbitration Update

1. **Chrystie Beatty:** Grievied termination for alleged unexcused absences as a result of sick leave use without accruals in King County Metro's Rider Information section. Decision pending.
2. **Edgardo Reyes:** Grievied 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. Decision pending.
3. **LaMarcus Ford:** Grievied termination for alleged gross misconduct. Scheduled in January.
4. **Bart Harris:** Grievied termination for alleged gross misconduct. Scheduled in January.
5. **Alofa Valaile:** Grievied termination for alleged inability to work regularly. Scheduled in February.
6. **John Henry Jones:** Grievied termination for alleged gross misconduct. Schedule Pending.
7. **Vince Lee:** Grievied King County Metro Maintenance Chief performing Local 587 bargaining unit work. Schedule pending.
8. **Nancy Lambert:** Grievied 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.
9. **Derek Harris:** Grievied cross classification work in King County Metro Vehicle Maintenance. Schedule Pending.

## TRANSIT WORKERS ENDORSE LEGISLATORS WHO VOTE PRO TRANSIT

## Upcoming at Local 587

- JANUARY 03 Charter meeting
- JANUARY 04 Morning meeting
- JANUARY 07 Jefferson Transit Authority meeting
- JANUARY 08 Clallam County meeting
- JANUARY 25 Executive Board meeting
- JANUARY 29 Lobby Day in Olympia

# Strategies for Part-Time Operators to Increase Overtime

By Joshua Laff, Chief Shop Steward, North Base

If you're a Part-Time Operator (PTO) trying to get fully-paid benefits, or just trying to maximize your income, now is the time to start planning for it. Pick for the spring shakeup starts this weekend, and your chosen work assignment can greatly affect your ability get overtime work. Hopefully you'll find some of these ideas helpful.

## Maximizing ATL

When you choose your work at pick, four factors will affect how much overtime you'll get through ATL. The first is the length. The second is the start time (for AM work) or quit time (for PM work), combined with what spread you're willing to work. The third is AM work with a road relief at the end. The fourth is your seniority and who, with higher seniority at your chosen base, will also be working ATL.

Let's begin with the start and quit times. In order to increase your ATL, you should try and pick AM work that starts later in the morning, or PM work that quits earlier in the evening. Picking work that starts too early in the morning, or ends too late at night, can reduce the amount of ATL you'll get. As a default, PTO's are limited to working a 13-hour spread. That means that the time from the start of any work you perform in the morning until the scheduled quit time of any work you perform in the afternoon can not exceed 13 hours. For example, if you pick AM work that starts at 4:00 A.M., you can not be assigned ATL work that ends later than 5:00 P.M. If you pick PM work that ends at 8:00 P.M., you can not be assigned ATL work that starts earlier than 7:00 A.M. Most Part-Time work quits after 5:00 P.M., or starts before 7:00 A.M., so picking work with extreme start or quit times will reduce your ATL.

One way around this is to change your spread. At pick, you'll be asked if you want to change to a 16-hour spread. You can also do this mid-shakeup with a Pick-Options Change Form. The 16-hour spread increases the available time you can work. Using the above example of PM work quitting at 8:00 P.M., you'd be able to get ATL assignments starting instead at 4:00 A.M. The tradeoff of such a large spread is managing your sleep schedule, and spending a long time at the base between assignments. You'll need to decide for yourself if the benefits of a 16-hour spread outweigh those of picking a shorter tripper with more balanced start or quit times. Another option is to restrict availability to certain hours, such as no ATL before 5:15 A.M. This can also be done at pick, or with the Pick-Options Change Form.

A way to sneak in extra overtime is to pick AM work with a road relief at the end. Normally, PTO's will not

*Points you build up while on probation put your job at extra risk, and affect your ability to go Full Time.*

get paid for the travel time back to the base. However, if you have another sign-in later in the day, you are entitled to travel pay. Since that travel pay doesn't normally occur, Metro's assignment program (BOSS) doesn't include those hours in your daily maximum. See, PTO's can only receive ATL assignments that, when combined with their regular work assignment, will schedule them for no more than 7 hours, 59 minutes for the day. So, if you have a 4 hour tripper in the morning that gets road relieved at 3<sup>rd</sup> and Pike, you might be assigned a 3:59 ATL assignment in the afternoon. In which case, you'd also be entitled to 25 minutes of Between Assignment Travel-Pay (BAT), for a total of 8:24 for the day. Every day you have ATL, you'll be entitled to that extra 25 minutes. Pay attention to the relief point; the farther from the base the relief point, the greater the BAT pay. The drawback here is that Metro currently holds you responsible for filling out the BAT sheet at the base to get that travel pay. If you don't remember to fill out the sheet, you won't get that pay.

Typically, PTO's will focus on the longest work possible. But the above factors – start/quit time and potential BAT pay – are reasons to skip over longer work.

## Route Qualifications

Qualifying on routes is necessary for ATL, but it's also its own source of overtime. In order to get paid for qualifying on routes, you must be available at least three days a week for ATL, and qualifying routes must fall within your spread. You should check with the Training Supervisor at your base after the start of the shakeup; they will have a list of what routes you can get paid to qualify on, as well as the maximum time you can get paid to qualify on each route. (Some bases also post these lists at other locations).

A PTO gets paid time-and-a-half for route qualifications once their total straight-time hours for the week go over 40. This means, from a pay standpoint, it is better to do many route qualifications in the same week than to spread them out over the shakeup. The maximum most routes will pay is close to the time it takes to ride the route round trip on a bus. Since you're supposed to get paid for the actual time spent qualifying, up to the maximum, you'll usually get paid more riding the bus to qualify

than you will reviewing a route in a car with another Operator. What I used to do was work a morning tripper, drive from the base to a Park-and-Ride lot, ride a route round-trip, ride a second route round-trip, then if I didn't have an ATL assignment, come back to the base and jump on a bus that was running a single trip on a tripper. You'll benefit from planning this out by looking at timetables and run cards. Also remember you can qualify on weekends, and the payroll week starts on a Saturday. If you're going to be working a long vacation tripper (see below), you'll want to spend the weekend before qualifying on routes, since more of it could be at overtime.

Again, you can affect this during the pick. If you go to a base you haven't worked at before, there will likely be more routes available for you to qualify on. My first six shakeups as a PTO, I worked at six different bases, qualifying on most of the routes at those bases. The drawback is that some bases also have more ATL than others, and this can also vary depending on the shakeup. Keep in mind, there are some routes many drivers won't qualify on – school trippers, routes with notorious security problems (358, 174, 48), routes that are hard to find your way on at night (111). If you qualify on them, even with low seniority you can increase your chances of getting that work.

Many Supervisors and Operators will warn new PTO's still on probation to not work ATL. You'll tend to be less familiar with the routes you're assigned, or not as familiar with a route at a particular time of day. Combined with less bus driving experience, this can increase your risk of an accident. You must check the ATL board for every day you're available to see if you were assigned work (including calling the base on Sunday if you list yourself available Monday morning). If you forget, you'll get a miss. Points you build up while on probation put your job at extra risk, and affect your ability to go Full Time. You need to decide for yourself whether the risks of working ATL are worth the benefits.

## Vacation Reliefs

Working vacation reliefs can replace or supplement working ATL with lower risk. When you are assigned a vacation relief, you'll know a week in advance, and you'll work a consistent schedule for that week.

Surprises, and therefore risks, are reduced. Once you are assigned a vacation relief, even if you're not on the ATL, you will be paid to qualify on the routes for that assignment (if you haven't already done so). If you're not familiar with how to sign up for vacations, ask a Shop Steward or the Dispatcher (window person) at your base for assistance.

## Working Towards Fully-Paid Benefits

If you are a PTO who is not already receiving fully-paid benefits, to do so you need to either select a four hour piece of work at pick, or (for the current eligibility period) work 1019 hours between August 11, 2007 and August 8, 2008 to take effect January 1, 2009. This second one is the criteria most PTO's in an uncertain state will be looking at.

How does one get 1019 hours? Here are some benchmarks to work from. If your regular work since August 11, 2007, has been a minimum (2.5 hour) tripper, you'll need to get ATL work (of at least a minimum tripper) about 3 days a week every week to get to 1019 hours. Alternatively, you'll need to work 30 weeks of minimum tripper vacation reliefs. If your regular work has averaged at least 2 hours 56 minutes, you'll need to get ATL at least twice a week. If you only want to work vacation reliefs, you'll need to work at least one a month if your regular work has been at least 3 hours 21 minutes. Working ATL or vacation trippers longer than 2.5 hours will decrease these numbers.

Remember, non-driving work such as route qualifications and filling out forms do contribute to these total hours. Five minutes a day for an OR or Found Tag might not seem like much, but over the period of a year that comes out to over 21 hours, which is worth more than 9 days of minimum ATL. I've seen Operators miss the mark by as little as two hours. If you're shooting for fully-paid benefits, fill out your forms, and be sure to put in for all your unscheduled overtime.

If you know how many hours you've worked since August 11, 2007, it is possible to go into the pick room knowing what length of work you need to pick to make it to 1019. The math is too tedious to cover here. I'm hoping to work on a web-based calculator that can help PTO's figure this out, if not in time for the spring shakeup pick, then at least for the summer pick. If I can come up with something, I'll get word out to the bases. In the mean time, if you have any questions about getting overtime, get a hold of one of your Shop Stewards, the window dispatcher, the training office, or a higher seniority PTO on the ATL.

# Understanding is About Quality

By Joshua Laff, Chief Shop Steward, North Base

I thank General Manager Kevin Desmond for his response to my November article regarding security concerns in our system. As suggested in my article last month, I feel a policy of open, honest and bi-directional communication is a necessity for any successful working relationship, whether between colleagues, representative and represented, or management and employees. I also appreciate the coincidence that, the week after my November article appeared, I had an undercover MTP team board my 358 coach for the first time. They cited and removed three individuals for alcohol consumption. I commend this team, as I found their actions to be very professional and helpful, with minimal disruption to service. I hope both of these situations are indications of more to come.

But I have mixed feelings about Mr. Desmond's response. I don't get the sense that the frustration drivers are experiencing is understood. When I walk into my Base Chief's office, I feel that I'm talking with someone who knows the tribulations of being in the driver's seat. I feel no such empathy from upper management. Is such a thing necessary? I think so. In my first management experience while in college, I learned the hard way it's hard to retain good employees when they don't feel like their manager understands.

I think the promise of additional security cameras is a step in the right direction. But we Operators are frustrated; what's taking so long? Why so few cameras? I can't help but yet again compare security cameras to bike racks. The recent installation of the VeloPorter 3 racks, not to mention the additional bike strap retrofit, has moved as quick as lightning compared to the backwards results on security cameras. Mr. Desmond states "safety and security [are] of paramount concern," and agrees "security cameras can be a valuable

*The quality of environment of those jobs, the ability of those jobs to sustain those who work them, the overall effect those jobs have on the employees' well-being, these are just as important as the existence of the jobs.*

tool" to address that concern. So why do we have cameras on fewer busses now than the 160 promised nearly six years ago? (<http://transit.metrokc.gov/up/archives/mar02/buscameras.html>)

The lack of understanding is also present in our staffing issues. In May 2006, I questioned the wisdom of the Transit Now initiative, given Metro's workforce shortage. Metro's response to that shortage has been to increase the amount of undesirable Part-Time work. The run cut for Spring 2008 at North Base includes a 30% reduction in the number of straight-through trippers greater than four hours. Dual trippers increase every shakeup, forcing more PTO's to commit nearly 13 hours of their day to earn less than 6 2/3 hours pay. PTO's that can't pick dual trippers hope for overtime in a system that requires they commit up to 16 hours a day to earn 5 hours pay if they even get OT. Now, at the negotiating table, Metro is trying to push *more* undesirable work. They don't seem to understand this is why they can't acquire and retain PTO's. The result is combos, i.e., generally undesirable Full-Time work. Operators are frustrated, and tired of things getting worse.

One of the roles of government is to improve the way of life for the

citizens it's responsible for. Elected officials and their chosen managers improve our way of life, in part, by helping to create jobs. But creating jobs is not enough. The quality of environment of those jobs, the ability of those jobs to sustain those who work them, the overall effect those jobs have on the employees' well-being, these are just as important as the existence of the jobs. Everything I've been writing about over the past two years relates to this. Inadequate access to bathrooms, inadequate recovery time, a fare system that encourages driver harassment, equipment difficulty, lack of security, they all lead to decreased morale of the workforce. When such things are lacking, government has failed in one of its roles.

It seems to me that Metro doesn't realize the consequences of that failure. I'm told we're currently experiencing a significant turnover rate, no doubt due to the degree of undesirable work. The enormous financial cost of turnover – from the hiring process through training to probation monitoring – could be better spent on increased service hours that simultaneously retain Operators with proven competence and dedication by giving them more desirable work. The decrease in workforce morale is ultimately

reflected in driver-passenger interactions. As negative interactions with passengers increase, the potential to increase ridership (and the attached income) is reduced. I notice a significant effect on the emotional and spiritual well-being of my fellow Transit Operators. This ultimately manifests as a lack of physical well-being, spreads emotional and spiritual harm to our families, and to our communities. The cost of healthcare is significant, one that "Healthy Incentives" can't address. The cost to our communities is immeasurable.

Unfortunately, this seems to be King County's *modus operandi*. In a letter to the King County Council dated December 3, 2007, the King County Coalition of Unions observes, "At today's Coalition meeting, every union present had expired collective bargaining agreements and / or agreements about to expire without any hope of concluding negotiations prior to expiration. Some of these agreements expired back in 2006." The Coalition also observes that members are suffering delays in COLA's, and Labor Relations is refusing to provide those COLA's in the interim of negotiations. It would seem that King County is having trouble understanding virtually *all* of its employees. What does that say about the County's performance in improving the way of life of its citizens?

King County has a tremendous opportunity here. Because so many contracts are outstanding, resolving all of them at once can have a tremendous emotional and energetic impact that will resonate throughout the area. If someone in the County government or management can realize there is more at stake than the financial bottom line of a business model, such impact has the potential to be very positive, even transforming, for the entire County. I look forward to seeing who that someone will be.

## The Organizing Committee Needs You!!

"Would you be interested in becoming more involved in YOUR Union, ATU587? Some ways to become more involved in YOUR Union, ATU587:

- Attend General Membership meetings;
- Become a Shop Steward;
- Join a committee, e.g. the Organizing Committee; Participate in social gatherings with your fellow Union Brothers and Sisters;
- Other Interest/Ideas? \_\_\_\_\_

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

How would you like to be contacted? \_\_\_\_\_

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

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

Send to "Organizing Committee" at Mail Stop Local 587

# LOBBY DAY

# WALK THE WALK

# TALK THE TALK

## Letters to the Editor...

### The Rodney Dangerfields of Metro and Local 587

Dear Editor,

It is no secret that part-time drivers have been routinely treated as second class employees. This was exemplified in Joshua Laff's December *News Review* article on the shortening of work assignments and the resulting financial hardship

this has had on many part-time operators.

Likewise, it is common knowledge that local 587 is a two tier union with concerns affecting full-timers taking precedence. Not even such basic equity matters as equalizing the number of paid holidays or the time to reach full scale pay have garnered the attention of 587.

Nonetheless, it was heartening to read that Joshua, a full-time operator, expressed empathy for his fellow part-time union brothers and sisters. His article brought awareness to an important issue and in doing so he modeled the laudable goal of union solidarity.

Sincerely,

Joe Kadushin  
Ryerson Base

#### 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

Dear Editor,

Organized Workers for Labor Solidarity (OWLS) is writing to express our support for the membership of Amalgamated Transit Union Local 587 in their effort to negotiate a fair contract with King County/Metro transit. We recognize that transit workers have some of the toughest and most demanding jobs anywhere: delivering millions of riders to destinations throughout the region, on-time, in the brutal traffic conditions surrounding Seattle.

It is the sincere hope of OWLS that the authorities at Metro will have the wisdom to settle ATU 587's contract for the benefit not only of the drivers, mechanics, and all other transit workers, but for the benefit of the citizens in the region. When we get on the bus we all want to know that the driver is rested, awake and alert — not exhausted from schedules that don't enable workers to take care of family or personal responsibilities, or stressed out from not being able to keep up with rapidly rising living costs. Clearly, a fair contract necessarily includes wages that reflect skyrocketing living costs in the Puget Sound area, as well as working conditions that allow for breaks, recovery time,

and stable schedules that enable workers to plan for and deal with outside obligations and family responsibilities.

As taxpayers and bus riders we would hope and expect that Metro and King County will negotiate a fair contract and ensure that the bus drivers and all Metro transit workers are given the benefit of conditions and wages that enable them to focus fully on the work and to keep Seattle moving.

OWLS is a multiracial, multicultural organization of rank-and-file unionists from the Puget Sound area. Our members come from Teamsters, the Washington Federation of State Employees, Service Employees International Union, International Longshore and Warehouse Union, Amalgamated Transit Union, United Food and Commercial Workers, Office and Professional Employees International Union, and other unions. OWLS is committed to education and action, with the aim of building solidarity and fighting spirit in the labor movement.

*In solidarity*  
Mike Jung and Maxine Reigel,  
on behalf of Organized Workers for Labor Solidarity  
To contact OWLS email us at [OWLS@riseup.net](mailto:OWLS@riseup.net) or call Mike at 354-8753.

## Let's Talk Transit

# Transit

**You are invited to join your Union Brothers and Sisters for ATU COPE Lobby Day Jan 29, 2008**

**Departing:** Central Base  
1270 6th Avenue S.  
Seattle 98134

**When:** Tuesday, January 29, 2008  
9:00am - 4:30pm



amalgamated transit union

## Let's Talk Transit

**You are invited to join your Union Brothers and Sisters for ATU COPE Lobby Day, January 29, 2008.**

We're going to have a great time as well as lobby important transit union issues. Box lunches, and fun are included.

Leaving Central Base at 9:00am, we'll drive Metro buses to Olympia to meet with our Washington State Legislators, and be back to the base at 4:00pm. Please register via US Mail or Metro in house mail using the form below. Registration forms can also be downloaded from: <http://www.atu587.com>

If you need to take time off to attend, put your name in the Lay Off Book at your work site. Unpaid courtesy detail can be arranged for a limited number of participants who are not guaranteed to get the day off. See you at Lobby Day!

NAME: \_\_\_\_\_


METRO ID#: \_\_\_\_\_ POSITION: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_



**Mailing address is:**  
ATU COPE Lobby Day  
2815 Second Ave, Suite 230  
Seattle, WA 98121

# Safety and Security

By Cheryl Butler # 9505 South Base

I've been at Metro for 11 years and from the very beginning safety has been stressed above all else. We're given refresher courses to keep us on our toes and after 9/11 we were encouraged to be extra vigilant in looking out for suspicious people, packages and activity. I don't mind the repeated safety training, nor do I mind being asked to take more notice of my surroundings. Safety should be everyone's concern, and the times in which we live dictate that we all be more security conscious. But how much can we, as drivers, do when Metro ties our hands with operating policies that are not only unsafe, but that totally ignore the issue of security? If Metro was as concerned with safety and security as it would have us believe, why does it continue to operate a Ride Free Area where passengers pay as they exit and are allowed to enter through rear doors? It makes no sense.

Many people think of the "pay as you leave" policy as a problem only in terms of fare evasion, but it is a safety issue as well. Most passengers have no idea what it takes in order to operate a bus safely. They simply don't understand that while the bus is in motion, regardless of the speed, the driver's eyes and attention need to be on the road. As a result, we have passengers walking up to the fare box to pay (often blocking the curbside mirror) as we're trying to pull into a zone. We have passengers sticking transfers in our faces as we near their stops. We have passengers calling out to us, expecting us to turn and look at their transfers and passes as we approach zones. If passengers were required to pay or show proof of payment as they entered, at least the bus would be stopped. Admittedly, this will not cure all passenger distractions but this would give them one less reason to break our concentration. As far as keeping things moving in the CBD, once passengers are in the habit of having their fares ready when they enter, service will run smoothly. Transit systems in cities much larger than Seattle manage to make it work.

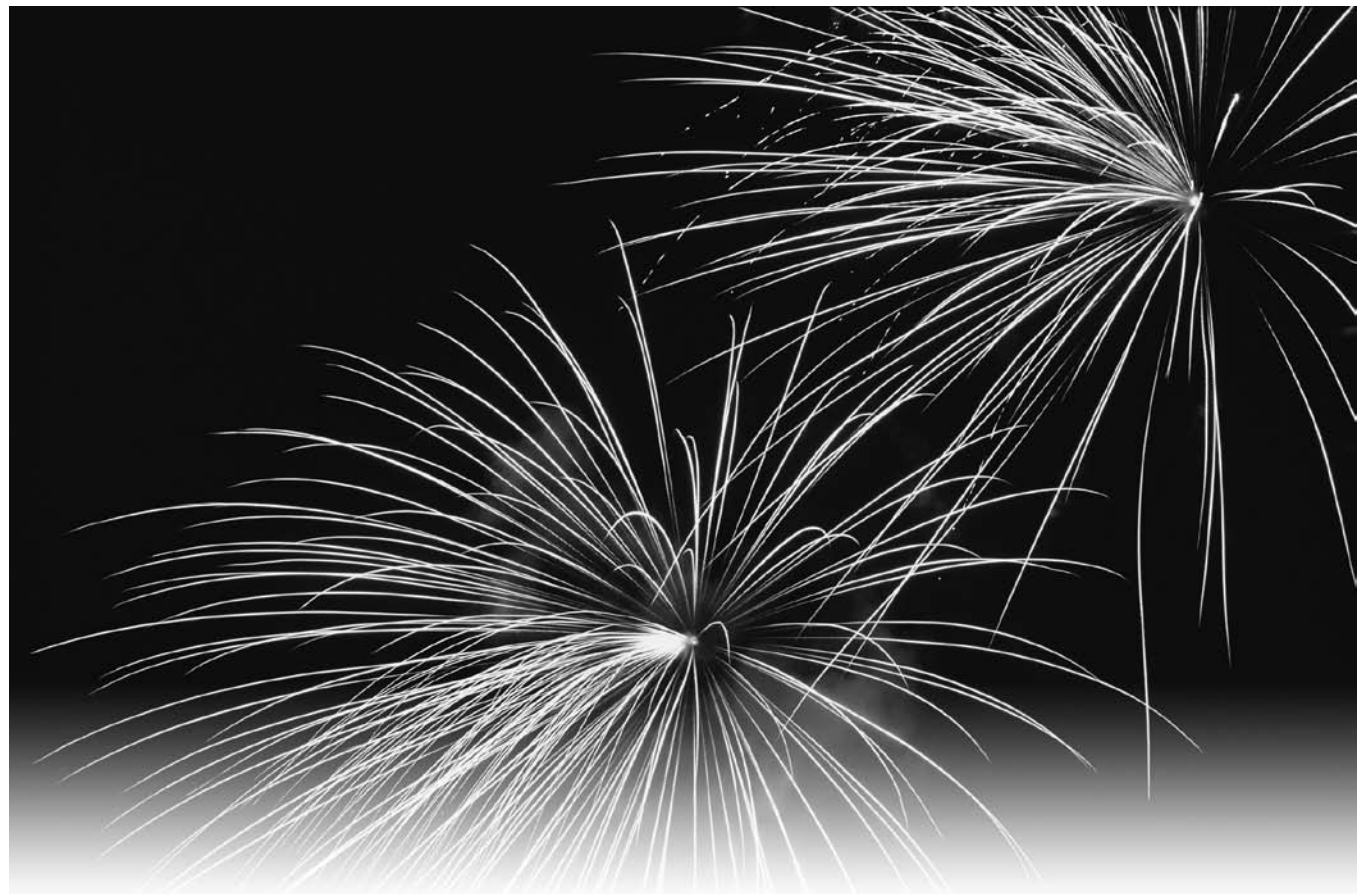
The problems associated with allowing passengers to enter from rear doors should be obvious. A very dangerous situation which occurs daily is passengers in the CBD running up to the rear doors of coaches after drivers have finished boarding and standing there, knocking. No one is further from the rear door than the driver. We can't hear them knocking back there, but the passengers don't know that. In the meantime, the driver is looking in his left mirror waiting for a break in traffic so he can pull out, or watching the traffic light waiting for it to turn green so he can take off. Someone can easily be injured knocking on the bus as it's taking off. Think about it, this person is actually touching a moving coach! Does Metro not see the danger in this? It's not an issue of the driver not looking. No

matter how many times we look the possibility exists that somebody will run up after we've taken that last glance. If rear door boarding is eliminated, latecomers would not expect to get on at the back and would make more of an effort to come up to the front door where they have a better chance of being seen and heard.

Rear door boarding also presents security problems. We have no idea who is getting on the bus or what they've got. Two shake-ups ago a radio call went out reminding drivers that car batteries are prohibited on Metro buses. I had to laugh! When people board from the rear, how can the driver POSSIBLY see what they're carrying? The inside mirrors are no help. People streaming through the front door block our

view of those getting on the rear. Not only that, but if someone gets on the front door asking questions, the driver's attention is focused on that person, not who or what is getting on the back of the bus. The way things stand now, people could literally get on our buses carrying sticks of dynamite and we wouldn't know it until they either exited the coach or lit the fuse! I wouldn't expect security on the buses to match that of an airport, but Metro can do a lot better than this. If boarding were restricted to the front door, the drivers could at least see who is getting on the bus and could better monitor the items being brought aboard. Front door boarding would also be helpful when we get radio calls asking us to be on the lookout for lost or missing persons.

The world has changed in the last 30 years. Those in power at Metro need to realize this and implement operating procedures that are more in keeping with the times. If Metro wants to continue to have a Ride Free Area, fine. Run free shuttle-type service, using 30' coaches, have only one door so passengers can ride for free AND the driver has a better idea of who and what he/she is dealing with. I would like to think that Metro has been hanging on to these archaic operating procedures because those with the power to make change were unaware of the dangers, but now that the dangers have been pointed out to them there is no longer any excuse, if, after seeing this, things remain as they are, I'll know that all Metro's talk of safety and security is just that - TALK!



*Happy New Year!*

*Have a Great 2008!*

# Pre-existing Medical Conditions: A Trap for the Unwary Worker Injured on the Job.

By Meade Brown Jr. - Attorney at Law

To this writer, there is no area of workers compensation law more regularly abused by self-insured employers and the Department of Labor and Industries, than the law governing "pre-existing medical conditions". If you have the misfortune of being injured in the course of your employment, or disabled by an occupational disease, you may find your claim for workers compensation benefits improperly denied or limited, because of a pre-existing medical condition. You may think this will never happen to you, because you are in "perfect" health. However, if you are like every other living organism on this planet, with ongoing disease processes at work in your body, then you run the risk of being cheated out of workers compensation benefits, because of a pre-existing medical condition.

How do self-insured employers and the Department of Labor and Industries use a pre-existing medical condition to improperly deny or limit workers compensation benefits? First, they deny workers compensation claims altogether by alleging that the medical condition is not work related, but existed before the on the job injury, or occupational exposure. For example, a worker filing a claim for a deteriorated hip joint aggravated by repetitive twisting on the job, may find his or her claim denied because of pre-existing degenerative joint disease.

Second, self insured employers and the Department of Labor and Industries may accept a workers compensation claim but use a pre-existing medical condition to limit or deny an award for the permanent partial disability the worker is left with after the injury. For example, a worker may suffer a serious back strain on the job, and be left with a permanent restriction against heavy lifting. This restriction may force the worker to make a career change. Nevertheless, the self-insured employer of the Department of Labor and Industries may try to limit or deny a permanent partial disability award, because the worker had pre-existing degenerative disc disease.

Claims personnel at self-insured employers and the Department of Labor and Industries commonly hold two misconceptions about the law governing pre-existing medical conditions. First, they are unaware of the distinction the law makes between a pre-existing but non-disabling medical condition,

and a pre-existing disabling medical condition. Similar to every other living organism on this planet, the human organism consist of cell which are constantly dying, and being replaced by new cells. As we age, the balance of this process shifts, and more cells die than are replaced. However, although our tissue degenerates as we age, we do not always experience an impact on our daily activities, including our ability to work. In short, although we may have ongoing disease processes in our body, they may not be causing us *disability*, and we may go about our daily lives oblivious to their existence. The law treats these pre-existing but non-disabling medical conditions differently than pre-existing disabling medical conditions, Workers compensation coverage exists for the pre-existing but non-disabling medical condition which is aggravated and made disabling by an on the injury or occupational exposure. However, workers compensation coverage doesn't exist for the pre-existing medical condition that was disabling before the on the job injury or exposure, and was left unaffected by the work injury or exposure.

On the job trauma, repetitive work duties, or other work related events and exposures may so stress our human tissue that its proper function is disrupted, and disability results. Although younger workers may become incapacitated by an on the job injury or exposure, older workers are more frequently incapacitated by these events, because their tissue degeneration is further advanced, leaving them more susceptible to disability. Instead, the

law focuses on whether the worker's medical condition was symptomatic and disabling before the injury, or occupational exposure. If the worker's pre-existing medical condition was not disabling before the injury or occupational exposure, but was "lit up" and made disabling by the on the job injury or occupational exposure, then the medical condition is subject to workers compensation coverage. In other words, the law focuses on whether the on the job injury or occupational exposure was the proverbial "straw which broke the camel's back". As the Washington Supreme Court ruled in the landmark case of **Miller v. Department of Labor and Industries**. 200 Wash. 674 (1939);

When an injury within the statutory meaning, lights up or makes active a latent or quiescent infirmity or weakened physical condition occasioned by disease, the resulting disability is to be attributed to the injury and not the pre-existing physical condition.

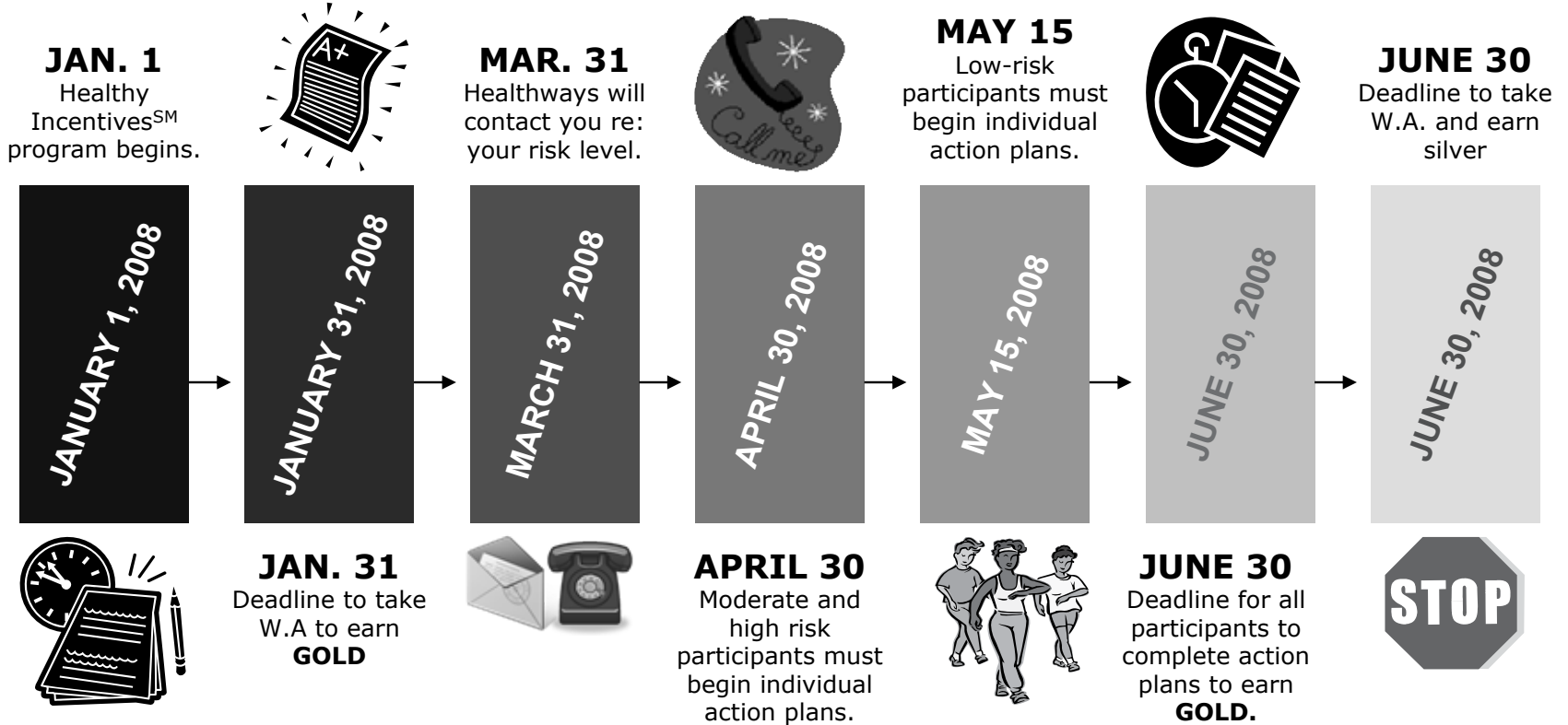
Claims personnel commonly hold a second misconception about the law governing pre-existing medical conditions. They assume that unless an on the job injury, or occupational exposure, is the sole or predominate cause of the worker's disability, then workers compensation coverage should be denied for the treatment of the disability. For example, a worker may have pre-existing scoliosis (an abnormal curvature of the spine), but be completely unaware of the condition, until an on the job back strain aggravates the scoliosis and causes the scoliosis to become disabling. The worker now requires back surgery to remedy the disability, but the worker's physician may

state that the primary reason for the worker's disability is the pre-existing scoliosis, and the work related back strain is only a secondary, contributing cause.

Based on the physician's opinion, the self-insured employer or the Department may try to accept the claim for the back strain only, and improperly deny coverage for the scoliosis and the surgery necessary to correct it. However, the law recognizes that disability, more often than not, arises from multiple causes, because no worker is in "perfect" health before an injury. Therefore, there is workers compensation coverage for the medical treatment coverage for the medical treatment which is necessary to remedy the disability, regardless of whether an on the job injury or occupational exposure is only a contributing cause to the disability, and the pre-existing and now aggravated medical condition is the primary cause. Again, if the on the job injury or occupational exposure is the proverbial "straw which broke the camel's back", then the entire disabling medical condition is subject to workers compensation coverage. In the example above, workers compensation should cover the surgery, because the scoliosis became disabling as the result of the on the job back strain. The worker should also receive an award for any permanent partial disability resulting from the scoliosis, because this pre-existing medical conditions was not disabling until the on the job back strain aggravated the condition.

In conclusion, none of us are in "perfect health, and a pre-existing medical condition may make us susceptible to, or in some other way, contribute to a work related disability. The mere fact that a medical condition pre-existed on an on the job injury or occupational exposure is insufficient grounds for a self-insured employer or the Department of Labor and Industries to deny us workers compensation coverage for the condition. Coverage may only be denied if the medical condition was disabling before our on the job injury or occupational exposure, and remained unaffected by the work injury or exposure. However, if our on the job injury or occupational exposure "lit up" our pre-existing but non-disabling medical conditions, and caused the medical condition to now become disabling, then we are entitled to workers compensation coverage for the condition.

 **2008 Healthy Incentives<sup>SM</sup> Program**  
**Important Deadlines**



Benefits and Retirement Operations, 206-684-1556 or [kc.benefits@kingcounty.gov](mailto:kc.benefits@kingcounty.gov)  
[www.metrokc.gov/employees/gethealthy](http://www.metrokc.gov/employees/gethealthy)

# Shingles

By John Sheirbon, #3269, Central base

**S**hingles is a health topic that our older members need to understand and be prepared for. Following is some information from the U.S. Food and Drug Administration:

The FDA is announcing the licensing of Zostavax, a new vaccine that helps to reduce the risk of getting herpes zoster (shingles) in individuals 60 years of age and older. Zostavax is the only US licensed vaccine that reduces the risk of reactivation of the varicella zoster virus.

**What is herpes zoster (shingles) and how commonly does it occur?**

Anyone who has had chicken pox is at risk for developing shingles. It is estimated that 1 million or more cases occur each year in the United States. Shingles can occur in people of all ages, but most commonly in those over 60 years of age, and this risk increases as people get older. When shingles develop, a rash or blisters appear on the skin,

generally on one side of the body. This is a sign that the virus, that has been dormant in the nerve cells, has reactivated and traveled from the nerves and followed a path out to the skin.

Because the nerves along the path become inflamed, shingles can also be painful. Pain that lasts for months after the rash has healed is called post herpetic neuralgia or PHN.

For some people, **this pain can be severe and chronic.**

What causes herpes zoster (shingles)?

The causes aren't completely known, but it is thought that a combination of factors can trigger shingles, including age and problems with the immune system.

**How well does Zostavax work to prevent herpes zoster (shingles)?**

The studies for Zostavax enrolled approximately 38,000 people throughout the United States who were 60 years of age and older; ap-

proximately half received Zostavax and half received placebo. Study participants were followed on average for about three years to see if they developed shingles and if they did, how long the pain lasted.

At the conclusion of the studies, researchers found that overall (in persons age 60 years and older) the vaccine reduced the occurrence of herpes zoster (shingles) by about 50%. The vaccine effect was highest at 64% in people between the ages 60-69, but its effectiveness declined with increasing age; to 41% for the 70-79 age group, and 18% for those 80 years of age and older.

In those who were vaccinated with Zostavax, but still developed shingles, the duration of pain was a bit shorter for them versus those who received a placebo. Specifically, the pain of those in the Zostavax group lasted on average for 20 days and for those who received placebo, it lasted for about 22 days. The severity of the pain did not appear to differ among the two groups.

For the full FDA report, go to: <http://tinyurl.com/24neao>  
 I strongly recommend that all

of our union members, and their friends and family, who are at least 60 years of age, seriously consider consulting their doctor about the Zostavax vaccination.

My 73-year-old brother, who usually emails me several times a week, hadn't sent anything in over a month, when I finally got this from him: "Sorry for not emailing sooner but this shingles thing really get's me down. Some pills have stopped working and one doesn't work at all. I see the doc tomorrow so I suppose a new pill. Doris is getting the shot soon. Pain is horrific. Must close now."

Sad thing is, I wrote to him early this year when I first heard about the vaccine and urged he, and a few other email correspondents, to check it out. Had he gotten the shot, he MAY have been spared this suffering.

The shot is expensive at around \$200, but your insurance may cover it if you are at least 60. Even if it isn't covered, it would seem well worth the precaution to pay for it out-of-pocket.

# The Vice President's Report

By Kenny McCormick



## Happy New Year!!!

With the recent change in the law, RCW 46.61.655 which makes the Operator the responsible party, if a bike comes off the rack and causes an accident. This creates a situation where the Metro is able to shift the blame from itself to the operator. Metro has installed bike racks which have a design flaw and have resulted in several accidents. We have a few concerns about the new bike racks and one very huge concern about all racks.

First of all the new bike racks allow bikes mounted on the rack to come off while you are driving. Metro has provided a temporary solution where a bungee cord is at-

tached to secure the load. Operators are expected to visually inspect the bike rack from their seat to insure the bikes are secure. There is a problem doing this from the drivers' seat. The small whole on the rubber strap used to attach the bungee cord is too small to see from the Operator's compartment and would require an operator to leave the seat to make visual conformation that it is indeed secure.

Secondly if you make an observation there are no guarantees that the cord will not come loose while driving. RCW 46.61.655 makes the Operator of a vehicle criminally responsible for the loss of load. However Metro has created this unsafe

situation. We have contacted Metro and urge them to cease and desist the use of the bike racks until this issue is resolved, that is the right and legal thing to do!

On 12/19/07 I contacted the Washington State Patrol about who would be held responsible in the event of a lost load and the response was "it would be up to a judge" and the judge would have to look at the law and the references to the operator. WSP is currently reviewing the use of the new and old bike racks.

According to WAC 204-72-040 it is illegal to mount any thing on the front of a vehicle aftermarket. "Pursuant to the National Highway Traffic Safety Standard 108,

no aftermarket styling ornament or other feature, such as tinted plastic or glass covers, a grille or slotted covers shall be in front of headlamp lens, or in front of any other lighting device installed on motor vehicles, except for headlamp concealment devices meeting the requirements of FMVSS 112. Clear aftermarket headlamp covers are exempt from this section".

The old bike racks are also illegal according to WAC 204-72-040. Hopefully by the time you read this article the issue is resolved and the public is aware of the safety issues.

Happy New Year!!!

# The Financial Secretary's Report

By Paul Neil



## "An injury to one is an injury to all"

"An injury to one is an injury to all" is one of our unions guiding principles. I have also heard many times "It's a Metro drivers union." Obviously these 2 statements are in conflict. How to determine which is true? I could offer a bunch of rhetoric about solidarity but I believe actions say a whole lot more.

One of the most important actions this union takes is too take a griev-

ance to arbitration. All arbitrations are voted on by the membership, not the officers, and they are voted on with the knowledge that the cost of arbitration is open ended and that the costs will be borne by *all* members in our annual grievance arbitration assessment. If the second statement is true then you would expect that only the arbitration requests of Metro drivers would be approved or that drivers' arbitrations would

be the most expensive. Looking at this years' list of arbitrations and the cost for each one proves that this membership agrees with the first statement. This membership has proved through its actions over many years that regardless of how big or small the work unit someone comes from they can count on the full support of the entire membership. We are 3975 active members strong to share costs among. Many

hands make light work. If the smaller properties or classifications were on their own they would not be able to go to arbitration simply because of the cost. Take Clallam Paratransit for instance.

The members of Clallam Paratransit have gone for many years without asking for any grievance to go to arbitration and have been paying the grievance arbitration

*continued on the next page*

Classification	NAME	COST
METRO Operator	LaMarcus Ford	\$1540.00
METRO Operator	Gendron	1032.50
METRO Operator	John H. Jones	455.00
METRO Operator	Regan Askew	4359.98
METRO Operator	Edgardo Reyes	6329.83
METRO Operator	Alofa Valaile	70.00
<b>Total Metro Operator</b>		<b>\$13787.31</b>
<b>Number of Operators — 2674</b>		
<b>Cost per member of class — \$5.16</b>		

Classification	NAME	COST
METRO VM	Vince Lee	\$157.50
METRO VM	Earl Mangold	175.00
METRO VM	Richard Paddon	41593.45
<b>Total METRO VM</b>		<b>\$41925.95</b>
<b>Number of METRO VM members — 601</b>		
<b>Cost per member of Classification — \$69.76</b>		

Classification	NAME	COST
METRO Facilities	Bart Harris	\$1590.00
<b>Number of METRO Facilities members — 185</b>		
<b>Cost per member of Classification — \$8.59</b>		
Classification	NAME	COST
First Line Sup.	Roland McVay	\$10829.00
<b>Number of First Line Supervisors — 130</b>		
<b>Cost per member of Classification — \$83.30</b>		

Classification	NAME	COST
SPT	David Moore	\$12090.50
SPT	Charles Gibson	8925.00
<b>TOTAL</b>		<b>\$21015.50</b>
<b>SPT Membership — 97</b>		
<b>Cost per member of Classification — \$216.65</b>		

Classification	NAME	COST
METRO Spec. class	Chrystie Beatty	\$15710.51
<b>Number of Metro Special class members — 61</b>		
<b>Cost per member of Classification — \$257.55</b>		
Classification	NAME	COST
Clallam Paratransit	Grace Johnson	\$700
<b>Number of members at Clallam Para Transit — 25</b>		
<b>Cost per member of Classification — \$28.00</b>		

# The Recording Secretary's Report

By Paul J. Bachtel



## Form of the Agreement

Our collective bargaining agreement with King County Metro is about to undergo a major transformation with the addition of Rail. In addition to the customary collective bargaining agreement negotiations now ongoing between Local 587 and King County Metro, the officers of Local 587 have been busy negotiating a Rail addendum. Rail negotiations began December of 2006 (during the prior officer administration) and will continue past settlement of the present negotiations. Thus far your officers have negotiated three Rail "Memorandums of Agreement" (MOA's) to our current bargaining agreement with King County Metro.

The first MOA is called "Terms and Conditions of Employment for Rail Employees" and contains general language similar to that of Articles 1 - 14 of our current labor agreement. References to "Bus" have been replaced with "Rail" and language dealing with process such as seniority when moving between Bus and Rail, or Rail and Bus, has been added.

The second MOA contains language addressing initial hiring and beginning operations in South Lake Union Streetcar and Link Light Rail. Once both South Lake Union Streetcar and Link Light Rail operations are up and running most of the language in the Supplemental Rail Agreement will either be eliminated or incorporated into the Terms and Conditions of Employment for Rail Employees.

The third MOA contains language describing terms and conditions of employment for Streetcar Operators, Streetcar Maintainers, and Streetcar Operations and Maintenance Supervisors.

What does all this mean to you? When the current King County Metro negotiations reach tentative agreement and you vote whether to accept or reject the proposed agreement, you will also be voting to accept or reject the Rail MOA's in the form of a single addendum to our current labor agreement.

A fourth document, yet to be negotiated, will describe the terms and conditions of employment for specific classifications within Link Light Rail. This negotiation will most likely occur following the ongoing 2007 King County Metro negotiations and be incorporated into a future labor agreement.

A fifth document, yet to be negotiated, will describe the terms and conditions of employment for bargaining unit employees of the Historical Waterfront Streetcar (should it be brought back into operation). If (when) the Historic Waterfront Streetcar is brought back into operation it will be managed under the Rail division of King County Metro. Consequently, Article 24 of the current collective bargaining agreement that now addresses terms and conditions of employment for bargaining unit employees of the Historical Waterfront Streetcar has been removed and placed in abeyance to act as a starting point for future Historical Waterfront Streetcar negotiations.

### News Review Editorial Policy

I was contacted by a member who expressed his dissatisfaction with *News Review* editorial policy requiring submissions to include printed name, signature, work ID numbers, addresses and phone numbers that can be verified during working

hours. He viewed this requirement as onerous and likely to cause few members to submit articles and letters to the editor.

I agree that on the surface the editorial policy may appear onerous. The requirements are in place to protect the membership from pranksters misrepresenting themselves as another member. Occasionally one of our members will solicit the membership to sign on to his/her article in the belief that this somehow lends credibility to an argument or position. In these instances the editorial policy is enforced to insure names printed are of those who signed on.

Most *News Review* submissions are from a single member and from an email address or individual I recognize. I accept these submissions without requiring printed name, signature, work ID numbers, addresses and phone numbers that can be verified during working hours.

My goal is to do my best to allow all Local 587 members to express their opinions and share information and I will do whatever is required to make contact (if required for the purpose of verification) with any member submitting and article or letter to the editor to the *News Review*. I appreciate all submissions regardless of political persuasion and encourage all members to send their submissions to pbachtelrec@atu587.com.

### A Little Holiday Crow

In last month's *News Review* the Recording Secretary's Report listed an increase in Washington State traffic fines. The information, although verified through several credible sources, was in fact incorrect. Most fines listed remain at \$124.00.

The notice of increased fines was circulated throughout transit. I received the data from another ATU local and one of our chief shop stewards. The data was originally confirmed by contacting Washington State Patrol and through several internet sources. WSP in a follow up phone call and on its Web site is now stating the fine increase data was a hoax. Snoops.com is also showing the data to be incorrect. The fine increase data was posted at operating bases by a steward unaware the information was incorrect. My apologies for any confusion this miscommunication my have caused. The steward also called to express his apologies.

The majority of last month's Recording Secretary's Report was, to the best of my knowledge, true and correct. You can indeed lose your CDL for committing 2 or more serious traffic offenses arising out of separate incidents within a 3-year period. This information was obtained directly from the Washington State Department of Licensing website. That said, I was contacted by a Teamster represented truck driver and union activist who is contending the department of licensing regulations are in violation of federal law. I'll forward any new information I receive in future *News Review* articles.

*"An error does not become truth by reason of multiplied propagation, nor does the truth become error because nobody will see it."*

—Mohandas K. Gandhi  
(1869-1948)

Season's Greetings,  
Paul J. Bachtel  
Recording Secretary

## Financial Secretary Report, continued

assessment all those years. They have been supporting the rest of the union for many years and then this year they asked for their first grievance to go to arbitration. Fortunately we were able to settle before running up huge legal bills but the Grace Johnson arbitration could have easily cost the same as the Richard Paddon arbitration and the costs there per member could have ballooned from \$28.00 to \$1663.74 per member. Since they are part of our union they will pay the \$33.38 assessment each just like all other members.

On the previous page is a list of arbitrations, their cost and how much it would have cost per member if the assessment was paid only by members of the grievant's classification. If you look at each classification, the cost of arbitrations from that classification and

ask the question "What if they were the only members of a union local how much would the assessment be?" you find a wide range. For example if only METRO Operators grievances were taken to arbitration and only Operators paid the assessment the cost *this year* would be just \$5.16. If you did the same thing with the Special Classifications at METRO it would be \$257.55 *this year*. Next year many of the classifications listed will not have any arbitrations but they will pay the assessment for 2008 costs in 2009 and the cost of arbitrations for Metro Operators will most likely be several times what it happened to be in 2007. Remember a union is for working people to come together and support each other so that all will be better off. Just hope you are never in the position of needing to ask for arbitration.

ATU Local 587 2008 Grieve-Arb Assessment January through December 2007		Grievance Arbitration	
L&I	Amount		Amount
Total Bateson, Roger L&I	\$1,219.60	Beatty Arbitration	\$15,710.51
Total Brownfield, BJ	\$537.84	David Moore Arb.	\$12,090.50
Total Carter, Joyce	\$238.00	Ford, LaMarcus Arb.	\$1,540.00
Total Freeman, Alan	\$1,005.88	Gendron Arb.	\$1,032.50
Total Fu, Chong	\$51.81	Gibson Arbitration	\$8,925.00
Total Gilge, Charlene	\$1,651.85	Harris, Bart ARB.	\$1,590.00
Total Grebel, Mickey	\$238.00	Johnson, Grace Arb.	\$700.00
Total Gredig, Louise	\$1,111.37	Jones, John Henry Arb.	\$455.00
Total Harris, Jerva	\$2,444.69	Lee, Vince Arb.	\$157.50
Total Hulse, Margaret	\$635.65	Mangold Arb.	\$175.00
Total Kendrick, Al	\$1,882.35	McVay, RLC Arb.	\$10,829.00
Total Klasen, Greg	\$1,237.94	Paddon Arbitration	\$41,593.45
Total MacFarland, Joyce	\$333.90	Regan Askew Arb.	\$4,359.98
Total MacLoed, Trenton	\$913.78	Reyes, Edgardo Arbitration	\$6,329.83
Total Malone, Sherry	\$49.64	Valaile, Alofa Arbitration	\$70.00
Total Mathis, Porter	\$1,365.26		
Total Minerich, Richard L&I	\$1,213.80		
Total Murphy, John	\$862.24		
Total Norris, Glen L&I	\$17.50		
Total Samudre, Vinay	\$261.46		
Stanley, Vicki	\$504.90		
Total Walker, Dennis	\$2,740.32		
Total Wells, James	\$2,389.60		
<b>TOTAL L&amp;I</b>	<b>\$22,907.38</b>	<b>Total Grievance Arbitrations</b>	<b>\$105,558.27</b>

# 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.

## 2008 Pick Schedules

### KC METRO OPERATORS 2008 PICK SCHEDULE

Spring pick for KC Metro Part-time Operators January 05, 06, 12 & 13

Spring pick for KC Metro Full-time Operators January 07 through 11 & 14 through 18

Spring pick for KC Metro Operators effective February 09, 2008

Summer pick for KC Metro Part-time Operators – April 26, 27, May 03 & 04

Summer pick for KC Metro Full-time Operators – April 28 through May 02 & May 05 through May 09

Summer pick for KC Metro Operators effective May 31, 2008

Fall pick for KC Metro Part-time Operators – August 16, 17, 23 & 24

Fall pick for KC Metro Full-time Operators – August 18 through 22 & August 25 through 29

Fall pick for KC Metro Operators effective September 20, 2008

### KC METRO VEHICLE MAINTENANCE 2008 PICK SCHEDULE

Spring pick for KC Metro Vehicle Maintenance – January 22, 23 & 24 – effective February 09

Summer pick for KC Metro Vehicle Maintenance – May 13, 14 & 15 – effective May 31

Fall pick for KC Metro Vehicle Maintenance – September 2, 3 & 4 – effective September 20

### KC METRO FACILITIES MAINTENANCE 2008 PICK SCHEDULE

Spring pick for King County Metro Facilities Maintenance – March 06 – effective March 22

Fall pick for King County Metro Facilities Maintenance – September 04 – effective September 20

### KC METRO FIRST LINE SUPERVISOR 2008 TENTATIVE PICK SCHEDULE

Spring pick for KC Metro First Line Supervisor's March 25, 2008.

Fall pick for KC Metro First Line Supervisor's September 23, 2008.

# Season's Greetings

## from Former Metro Transit Operator and now Barrister, Taavi McMahan

Greetings my union brothers and sisters, I hope the rubber side has remained firmly down since I last wrote. It's snowing here in Madison, Wisconsin where we find ourselves enjoying a taste of winter.

I spoke with our faithful leader a few weeks ago and got so bus-sick it hurt. After practicing law primarily in criminal defense for the past 3 years I still have bus dreams rather than court/legal dreams. Just the other night I was on the route 13 and totally lost while a group of jeering teenagers and destination challenged passengers hurled insults. I woke up in cold sweats and then started dreaming about being a shop steward, eating donuts at the shake-up, and working trolleys, which I loved.

Here in the Midwest I've been busy defending the destination challenged from the never-ending onslaught of the state. Unfortunately for humanity most of my clients are mentally ill or seriously ethically challenged. It is difficult to witness the fully capable pass judgment on our least capable but that is what happens in many cases. I've also been busy working on developing vegetable oil based fuels and we've recently created the state's first recycled vegetable oil fuel pump. We also started a Bio-Fuels Coop called Prairiefire here in Madison where we supply bio-diesel to our 280 members and the public. We're proud to be the nations only bio-fuels coop on the main street of a capitol city.

I've discovered that criminal defense is a lot like bus driving with no health insurance, step increases or cola! My clients can't pay, and usually lie about why their broke. I deal with it the same way I dealt with the end of the ride free zone: "5<sup>th</sup> and Jackson, last stop in the ride free zone. Please pay as you leave and if that's a problem please keep your story short and to the point". Thankfully just like Metro my bills are mostly paid by the tax payers of our great cheesy state. As in bus driving every shift provides hours of entertaining stories and probably contains more life lessons than one lawyer/bus driver can absorb. Like buses the Courts

are filled with the people who really are destination challenged and unfortunately it's hard to look back in the mirror/Court and look at the sad faces of our least fortunate.

I must relate one of my favorite bus stories at this point. I was part time and working a 16 express out of Northgate. I carried a group of heroine junkies to the methadone clinic and happened to speak with one of them named Gene everyday. He told me that if he wasn't on the bus it meant he was having a very bad day. Four months went by and shake-up took me away from that route and on to other early morning adventures. After about a year my cousin who worked at the VA as a psych doctor with veterans suffering from PTSD called me and told me a story that to this day blows my mind. She had been conducting an intake with a guy named Gene and asked him as part of the interview who was in his support network.

His answer was a bus driver named Taavi or something. As it turned out my daily good morning and polite conversation made a positive difference in this rider's life.

I try to remember this lesson and often fail but keep on trying. As we move through life we have so many unseen and unexpected opportunities to have a positive impact, I had no idea what that simple act could mean to a person. When I received the driver of the month award I was at my lowest point in terms of stress and general daily bus driver angst. Many days passengers looked like self-loading freight, boxes with

arms and legs, but I kept on trying to smile and at least grunt. Looking back I am glad I tried to achieve at least the minimum level of customer service, and now I marvel at the importance that something as simple as a polite greeting can have on a person's day or life.

I may be "practicing law" but right under the suit are my Redwing Union shoes and my Metro shirt has been in Court on many an occasion. They say you can take the driver out of the bus, but you can't take the bus out of the lawyer!

Cheers, Taavi McMahan, driver/esquire

*When I received the driver of the month award I was at my lowest point in terms of stress and general daily bus driver angst.*