

The President's Report

by Lance F. Norton



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Retro Checks

As most of our members know I am sure, the retro checks will be distributed on Thursday, July 10th. These will be paper checks! There will be no direct deposits! Any member who has left employment during the retro period (October 30th, 2007-May 30th, 2008) for reasons such as retirement, resignation, termination, medical separation will receive a check in the mail. To those who have left make sure Metro has your current mailing address.

Should any member have questions regarding their check please contact your Chief. I've been told the Chief, as always are ready, willing and anxious to assist our members in anyway they can. Please don't allow a Chief to respond by telling you to "call the Union Office."

DRUG TESTING

The following is a new rule from the Department of Transportation:

Observed collections will now be required, rather than optional,

for all return-to-duty and follow-up drug testing.

Directly observed collections will continue to occur only when there is a specific reason to believe that an employee may be attempting, or have sufficient reason, to evade the testing process.

Observed collections will afford less privacy in order to guard against employee use of items designed specifically to beat the testing process. Items such as prosthetic devices designed to carry clean urine will be checked for by observers with both male and female donors. The observer will have the employee raise and lower clothing, and then put it back into place for the observed collection. The new rule on Observed Collection goes into effect August 25, 2008.

HUMOR

The following comes from my friend Dennis Dalzell of North Base:

THE SILENT TREATMENT

A man and his wife were having some problems at home and were giving each other the silent treatment.

Suddenly the man realized that the next day, he would need his wife to wake him at 5:00 A.M. for an early morning business flight. Not wanting to be the first to break the silence (and lose), he wrote on a piece of paper.

'Please wake me at 5:00 A.M.' He left it where he knew she would find it. The next morning, the man woke up, only to discover it was 9:00 A.M. and he had missed his flight. Furious, he was about to go and see why his wife hadn't wakened him, when he noticed a piece of paper by the bed.

The paper said, "it is 5:00 A.M. Wake Up!" Let's face it, men are not equipped for these kinds of contests.

Regards to all...
Be Safe.
LFN

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The Month at a Glance

Business of the Membership

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

The following motion was approved by the membership through the June cycle of Union meetings: Motion by Carey Watson to inform Metro that our drivers will not operate illegally in regards to RCW 41.61.667. All claims of what is legal shall be confirmed by legal sources outside King County such as Washington State Patrol or Seattle Police Department.

The following members were June pot draw winners: Paul Considine at the Charter meeting, Randy Stevenson at the Morning meeting, Carl Thompson at the JTA meeting, Sandy Fangen-Ross at the CTS meeting. CTS rolling pot draw of \$150.00 was lost by Gary Abrams. Next month's rolling pot will be \$175.00.

Tentative Agenda

Membership Meetings:

CHARTER MEETING
Thursday, July 10, 2008
 8:00 p.m.
 The Labor Temple, Hall #8
 2800 1st Ave., Seattle, WA

JEFFERSON TRANSIT
Monday, July 14, 2008
 7:00 p.m.
 Port Townsend Rec Center
 Port Townsend, WA

MORNING MEETING
Friday, July 11, 2008
 10:30 a.m.
 The Labor Temple, Hall #6
 2800 1st Ave., Seattle, WA

CLALLAM TRANSIT
Tuesday, July 15, 2008
 7:00 p.m.
 Vern Burton Memorial Building
 Port Angeles, WA

Among Topics to be Discussed:

- Grievance and arbitration update
- Continuation of Mariner's Service
- Solid Ground Negotiations
- Continuing Light Rail negotiations

Unfinished Business: None

Executive Board Report

July 1, 2008

All officers were present except Financial Secretary Paul Neil who was on vacation.

The following business was conducted:

- Motion by Joe Mangiameli to recommend pursuing the grievance of Sandy Fangen-Ross for the membership's consideration for arbitration.
- Motion by Dee Wakenight to send up to three members to the 19th Annual Amalgamated Transit Union Latino Caucus meeting in Allentown, PA. paying travel, lodging, registration and per diem.
- Motion by Lisa Thompson to send up to three members to the Labor Arbitration Institute Seminar in San Francisco, California, October 16 & 17, 2008 pay travel, hotel, registration and per diem.
- Motion by Neal Safrin to donate five-hundred dollars (\$500.00) to the annual Martin Luther King County Labor Council Labor Day celebration.
- Motion by Linda Anderson to send up to three members to the 2008 Workers' Compensation Conference in Shoreline Washington in October paying registration.

- Motion by Chris Daniels to allocate up to \$6000.00 to purchase lapel pins.
- Motion by Mike Whitehead to send up to 7 members to the 2008 C.I.S.M. Conference in Yakima September 25-28th paying travel, registration, hotel and per diem at a cost not to exceed \$6500.00.
- Motion by Brian Sherlock to donate \$1000.00 to Jobs With Justice.
- Motion by Chris Daniels to donate \$1000.00 to the Unemployment Law Project.
- Motion by Rick Sepolen to allocate up to \$1500.00 to provide interior improvements in the union office.
- Motion by Michael Shea to change the date of the July Executive Board meeting to July 28, 2008.
- Motion by Michael Moore to send up to four members to the ATU Western Regional Education and Training Seminar in San Jose, CA. August 01 - 06, 2008 paying per diem.
- Motion by Ray Campbell to donate \$750.00 to the annual Umojo Festival.
- Motion by Michael Shea to authorize up to \$3000.00 to purchase a laptop computer.

In Loving Memory...

"The fear of death follows from the fear of life. A man who lives fully is prepared to die at any time."

— Mark Twain

Lewis B. Jones: Retired member passed away May 30, 2008. Brother Jones retired November 07, 1981 and was the first African American Transit Operator to retire from Metro.

Eric Hodnett: Retired 56 year member passed away June 02, 2008. Brother Hodnett retired June 01, 1975.

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

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NINUS HOPKINS

Web site: <http://www.atu587.com>

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 15th 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:
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 c/o ATU Local 587
 News Review
 2815 Second Avenue, Suite 230
 Seattle, WA 98121

Update: Brother Charlie Farrell

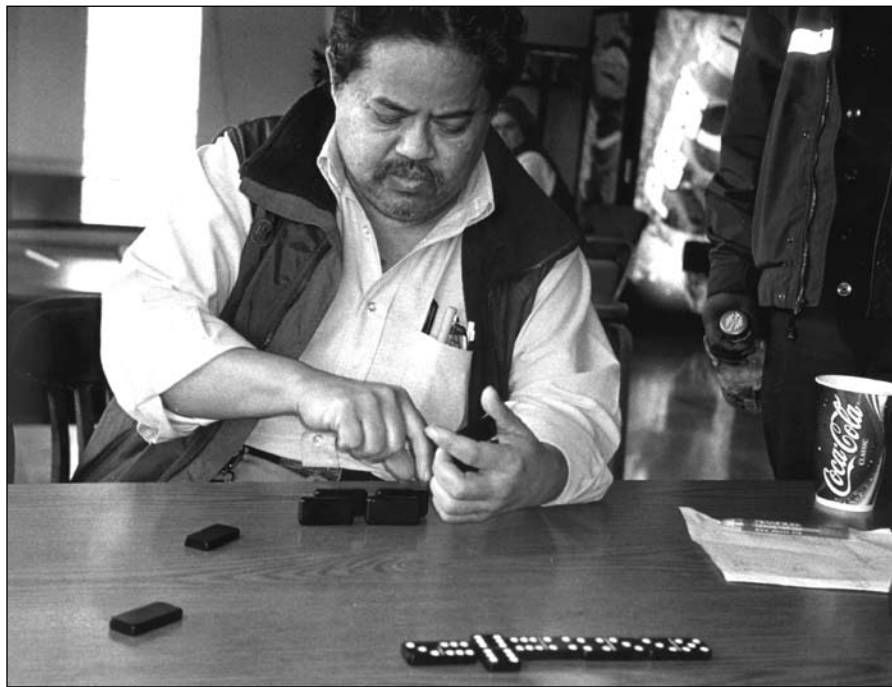
By Doug Cornell and Arnie Becker

Anyone who's spent time at Atlantic or Central knows Brother Charlie Farrell. Charlie is a report operator that moves between the two bases, always calling downtown home. In his 25-year career he's been a fixture at Metro and Union events. He's a mainstay of the Atlantic/Central Base Activities Committee. He's the union brother who's worked laboriously setting up for the many holiday dinners, safety day barbecues, employee appreciation day events and union picnics. He's a voice of reason, sensibility and humor when it comes to bullpen politics, contract interpretation and card table arguments.

Charlie has worked tirelessly as a Shop Steward and Chief Shop steward, always available to assist a member in need. He has often represented union members when they receive their first "see chief" for something other than a commendation. He has ironed out more than one misunderstanding, often avoiding discipline all together. He's tough, smart and hard working. He has been pivotal in helping members keep their jobs; handling the preparation for a disciplinary hearing or arbitration.

Former president Dan Linville characterized Charlie as someone with a giant smile and a happy chuckle. "I've seen Charlie mad. Red eyed angry. I've seen him sad. Absolutely bummed over some injustice that no one had the power to correct. That's Charlie..... He wears his heart on his sleeve and it's always a happy heart." Charlie is someone whose willingness to help out never dimmed. Charlie is a go-to guy who helps because it was needed, not for political gain.

A close family friend and coworker, Central Base Operator Doug Cornell, has his own story about Charlie. "When I became a new full-time driver, I started playing cards with him and the others. He helped me with my first



Charlie Farrell

accident report (it came back non-preventable). He's always been helpful, fun, and straightforward. Where work was concerned, he would always play devils advocate. He would tell you how Metro would look at your question or concern. He went out his way to make sure you didn't make a foolish mistake that might cost you your job."

Charlie's record as an operator speaks for itself. The Customer Assistance Office finds Charlie's driving record commendable. He received many commendations and very few complaints. In his Charlie's 25 years of driving it is estimated he came in contact with more than 3 million customers. In all that time he received less than 15 complaints. That's an astonishing record. As one customer stated in an email to CAO, "My bus driver this evening was FANTASTIC".

Charlie hasn't been at the base much lately; he's recovering from a series of dire health issues. Charlie has complications from diabetes that have changed his life. His prospects for rehabilitation and recovery are good if he can maintain his level of

healthcare for as long as possible.

Currently Charlie has been recovering from double amputee surgery at a nursing home in West Seattle. He has also been undergoing kidney dialysis three times per week. While his surgery was successful, complications from infections are dangerous and bring high risks. Two weeks ago he re-entered Virginia Mason Hospital to reevaluate his condition. The nature of diabetes makes healing very difficult.

On July 2nd he was moved into a new nursing home/rehabilitation facility near Northgate. Once he is stabilized Charlie will receive prosthetics and spend a good amount of time in physical and occupational rehabilitation. Beyond that, he looks forward to getting back to his home and spending time with his family. He will also need a kidney transplant sometime in the future.

Charlie, Carmen and their two sons are extremely grateful for the cards, visits and thoughts from the entire Metro family. They were truly moved by the generous leave donations from co-workers, including chiefs and managers. In Charlie's own words "By my heart, I want to thank everyone".

Visits mean a lot to Charlie. As you might imagine, recovering in a nursing home can get kind of boring. He appreciates every visit; even when he's feeling too tired to talk, he always thanks you for stopping by. The little things that have made a huge difference for him during his recovery are the frequent book readings by a union sister, the weekly-customized get-well

wishes from a trolley operator and the "rest break" visits by friends at the Route 55 terminal (Park West Nursing Home).

Diabetes has been particularly tough on Charlie, his family is asking for your continued contributions of leave to help him continue his fight. Carmen Farrell, Charlie's wife of 28 years, has had to drain her own leave from her administrative job at Harborview to help care for Charlie. She has recently tried to go back to work knowing she will need additional time off for the many procedures in Charlie's future. She knows she will be needed when Charlie finally gets to go home.

Please keep Charlie in your thoughts and prayers as he continues his recovery.

What you can do to help:

Donate leave. Our healthcare benefits are very good. Time is critical to helping Charlie get the best continuity of care.

Donate to the Charles Farrell Fund at Bank of America. Charlie will have many needs in the future, including creating an accessible house and possible replacement or modification of vehicles.

Moral support. Cards and postcards keep him going.

Charlie Farrell
4340 Cheasty Blvd. S
Seattle, WA 98108

You can also send him an email: charliecentral@gmail.com.

Charlie has requested visits. He is currently at:

Kindred Hospital - Northgate
10631 8th Ave NE, Seattle, WA

Updates on Charlie's recovery location will be posted at Atlantic/Central Base. Tuesday, Thursday, Saturday and Sunday are the best days to drop in. He has dialysis on Monday, Wednesday and Friday.

Consider giving to the American Diabetes Association (ADA). Diabetes is a very serious disease, affecting more than 20.8 million Americans (7.8%). It affects a startling number of Local 587 members. The nature of our daily duties makes this disease difficult to control. The ADA works hard to make life better for people like Brother Farrell, both in research and support. If you are at risk or know someone with diabetes, learn more about the disease. www.diabetes.org

Note: Charlie and Carmen have approved this article for publication in the ATU 587 News Review.

Arbitration Update

1. Alofa Valaile: Grieved termination for alleged inability to work regularly. Scheduled May 29 & 30, 2008. Grieved settled prior to arbitration with Sister Valaile reinstated. Welcome back Sister Valaile!!
2. John Henry Jones: Grieved termination for alleged gross misconduct. Schedule Pending.
3. 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.
4. Derek Harris: Grieved cross classification work in King County Metro Vehicle Maintenance. Schedule Pending.
5. Fred Witham: Grieved cross classification work in King County Metro Vehicle Maintenance. Scheduled October 14 & 15, 2008.
6. Bill Wallace: Grieved Metro's failure to observe the long-standing past practice of having a Local 587 member present when a vendor works on a Metro coach. Schedule pending.

**YOU WORK FOR \$\$
PUT YOUR \$\$
TO WORK
DONATE TO C.O.P.E.**

Turning This Country Around — The 2008 Election Campaign

The 2008 election campaign is heating up and Local 587 is mobilizing. You know better than anyone what is at stake, our jobs, healthcare, the cost of living, the economy (gas prices!), our children's education, and many other issues that effect working families. Labor's campaign to elect worker-friendly candidates has been proven to be one of the most successful campaigns in the country. This is because we focus on making sure that our members have the necessary information to make their decisions and then get

to the polls. The Washington State Labor Council and the Central Labor Councils provide the regional and state-wide structure and support to make our campaign successful.

So what can we do to be involved? Opportunities abound through the Labor Neighbor campaign! Our greatest need is for volunteers for labor walks on the weekends and phone banks on weekdays. These activities feature visiting or calling members of local labor unions (who are affiliated with the AFL-CIO) at their homes and providing them

with information (as relates to labor issues) on the candidates. Scripts and other necessary information and supplies will be provided. Volunteer opportunities will also be available to help with office support for the campaign. Several of our members provided valuable assistance during their splits or weekday RDO's on a regular basis during the 2006 Labor Neighbor campaign.

It is through member participation that we can ensure our success. The July labor walks are scheduled for Saturday, July 12th & 26th from

9:00am – 1:00pm. Phone banks are scheduled on Mondays, Wednesdays, and Fridays from 4:00pm – 8:00pm through all of July. Please RSVP to me for any events you are planning to attend; we need to ensure that we have sufficient supplies (and food) for all of our volunteers. Feel free to contact me with any questions or concerns, or if you need directions to any of the staging areas.

See you out there!
Neal Safrin
206-604-7059
nsafrin@comcast.net

Join us for the next 2008 Labor Neighbor Solidarity Walk

*Union members talking to union member's works!
It is fun, interesting and best of all, you can become part of the change this country needs so desperately.
Together we win!*

*Save the date to walk with us
9 A.M. to 1:30 P.M. Saturday July 12 & July 26*

*Make sure your voice is part of the effort to
Turn America Around
Contact WSLC Field Director Lori Province
for more information*

*206-281-8901 or 1-800-542-0904 or lprovince@wslc.org
or*

*Contact Executive Board Officer Neal Safrin
206-604-7059 or nsafrin@comcast.net*

SAVE THE DATE
*July 12 & 26, 2008
2008 Labor Neighbor Solidarity Walk
9:00 A.M. to 1:30 P.M.
Location to be determined
(Check your union bulletin boards)*

Phone Banking from June 16 through July 31

Join our Phone Banks to get the word out about walks and to join in on voter education. It is an evening full of fun, camaraderie and excitement. Experience The Next Big Thing, a revolution in phone calling.

Seattle

Mondays 4:00 p.m. to 8:00 p.m.
UFCW Local 21, 5030 1st Avenue S. Seattle, WA. 98134
Wednesdays 4:00 p.m. to 8:00 p.m.
IAM District Lodge 751, 9125- 15th Pl. S. Seattle, WA. 98108
Thursdays 4:00 p.m. to 8:00 p.m.
IAM District Lodge 751, 9125- 15th Pl. S. Seattle, WA. 98108

Political Coordinator:

Lily Wilson-Codega, 206/441-3473 or lily@mlkclc.org

Tacoma

Mondays, Wednesdays and Thursdays 5:30 p.m. to 8:30 p.m.
IBEW Local 76, 3049 S. 36th St. Tacoma, WA. 98209

Political Coordinator:

Nathe Lawver, 253/473-3810 or nlawver@harbornet.com

Everett

June 16 to June 26:

Mondays, Wednesdays and Thursdays 5:00 p.m. to 8:30 p.m.
Snohomish County CLC, 2812 Lombard, #207, Everett, WA. 98201

June 30 to July 31:

Mondays, Wednesdays, and Thursdays 5:00 p.m. to 8:30 p.m.
IBEW Local 191, 2701 Hoyt Avenue Everett, WA. 98201

Political Coordinator:

Gabe Hargrove, 425/259-7922 or gabeh@snolabor.org

Contact Neal Safrin, Executive Board Officer Local 587 to volunteer or for further information @ 206-604-7059 or nsafrin@comcast.net

Critical Incident Stress Management Team

By Linda Davidson, Jim Busby, George Bridges and Esther Hankerson

Our union, ATU Local 587, has a long history of helping its members enjoy a better quality of life. We entrust the Executive Board to make many difficult decisions for our membership including tough financial decisions.

A decade ago, the union recognized the need for the Team to have the highest quality training and to be fully certified by the International Critical Incident Stress Foundation, Inc. (ICISF). The ICISF

is a non-profit, open membership foundation. It is dedicated to the prevention and mitigation of disabling stress through the provision of education, training and support services for all Emergency Services professions. It is also involved in continuing education and training in Emergency Mental Health Services for Mental Health Professionals and consultation in the establishment of Crisis and Disaster Response Programs for varied organizations and communities worldwide.

Transit employees have a very difficult and stressful job. Transit operators have to cope with operating a large vehicle through heavy traffic and are sometimes subjected to being assaulted, being involved in serious accidents and witnessing traumatizing events. Supervisors respond to these events and witness terrible things as well as the people who maintain the equipment and have to sometimes clean up after these events. All of these individuals can suffer from the effects of

traumatic stress from these events as well as industrial accidents.

The Critical Incident Stress Management Team (CISM Team) would like to thank the union membership and the executive board for its ongoing support of the team. In conjunction with King County Metro, ATU Local 587 has helped to support ongoing training to ensure a high quality of service. We very much appreciate the importance placed on mental health and strive to earn the trust afforded us.

In response to last month's *News Review* article "Can you hear me now" by Executive Board Officer Dee Wakenight.

I Hear You

By Darrel Riley

My name is Darrel Riley. I have the privilege and honor of supporting the King County Transit Control Center. I am the database administrator, system administrator and programmer for the Automatic Vehicle Location (AVL) system, as well as support for the Automatic Passenger Counting and Smart Card. I ride the bus frequently, and have been to Safety and Security Fairs to talk with drivers about our system. Many of you know me, or might remember my name from an article about the AVL system in the August 2003 ATU Local 587 *News Review*. I will try to show how we got where we are by listening and then putting in the policies that we have today.

The article in the June 2008 ATU Local 587 *News Review* had an article titled 'Can you hear me now'. The sentence that stands out for me starts, 'Correct me if I am wrong ...'

The bus radio driver login rate is controlled by a program called the Digital Communication Computer (DCC). The maximum rate of login is slightly over 28 logins per second. The maximum that I have witnessed is 11 logins per second. Round down to 10 logins per second and assume the maximum fleet size of about 1,200 coaches. So in just under 2 minutes we could log the entire fleet. I don't see that as a practical limitation, given that normally we have 1 login every few minutes.

When was the last reboot of the tracking system? April 27, 2008 at about 2:30 a.m. We pride ourselves on our uptime so when we say that the system is running 24 hours by 7 days a week I mean that we try to take the tracking system down as little as possible. We went almost 9 years with a total downtime of a few hours total. Why do we have any downtime? There are three reasons for downtime. One, the system crashes as happened in April. Two, I upgrade programs as happened late last year and in March of this year. Three, we go to newer safer computers as will happen this summer. We can't prevent all downtime but I am working on installing new software and new computers which should make the environment more stable.

The radio system works today and has worked for the last 20 years because of the excellent support of a superb crew of 587 members in Radio Maintenance. We are the model for transit radio systems around the country. I'm not sure what is impossible since we've made many improvements. I don't know who is inadequate but I would suggest that it is not anyone that I work with. I don't know who is ungrateful either since most operators that

I've talked to find the control center experience to be capable and pleasant and the traveling public has access to resources that make King County's Transit system one of the best in the country, for instance being able to watch your bus tracking on the web.

The critical point for our system is that everything we do is triggered by the radio login. Drivers must log on to the radio to provide proper tracking and proper routing of calls in the control center. Out of almost 3,000 drivers a very few show up as not logging in month after month after month. The control center staff has to talk to the same drivers day after day to have them login. When we look for system problems with

logins, like the issue we had in early May, we turn up drivers who aren't logging in. If we could get general compliance with the driver logins we could make sure that every failed login was a technical issue to investigate. As it is the work of filtering out drivers who won't log in at the base is taking up time and effort that could be better spent doing other work.

We had a recent case of an operator who claimed there were system problems causing him to have late logins. His chief suggested that he call the control center before he was scheduled to leave to make sure that the login was successful. When he arrived on time at his coach and logged in on time the system prob-

lem turned out not to be technical.

The point that I see missing from the previous article is that we have new equipment coming; Smart Card, a new radio system, and a new tracking system. We need to make the greatest effort to get the issues with logins worked out now before we add more complexity.

Please log in your coach on time. If you see a problem, for instance the acknowledge light is flashing, your login did not come through. Try it again. If you have problems after that report it. We need everyone's cooperation to make our system work. We have over 2,800 drivers who are logging in without issue. We need the last few of you to step up.

WILD WAVES
theme park
wildwaves.com

COMING SUMMER 2008!

DISCO FLASHBACK

BOOGIE ON DOWN!

**METRO EMPLOYEES RECREATION ACTIVITIES ASSOCIATION
M.E.R.A.A.**

PRESENTS WILD WAVE SEASONAL TICKETS
TICKETS AVAILABLE "NOW" THRU LABOR DAY
\$25.00 EACH - A SAVING OF \$13.00 OFF GATE TICKETS!
TICKETS ARE GOOD ANY DAY DURING THE SEASON
AND ALSO October Frightfest DAY
FOR TICKETS AND INFO.

**CONTACT YOUR MERAA REP. AT YOUR WORK SITES OR ON LINE AT
"MERAA.ORG"**

OR THE HOT LINE NUMBER AT (206) 684-1978
THANKS FOR LETTING US SERVE YOU AND HAVE A GREAT SUMMER!

A NEW DIRECTION: Or What Happens In Mediation Stays In Mediation

By Paul L. Griffin

King County/Metro top management has adopted a new view on settling a difference of opinion. It's called Alternative Dispute Resolution (ADR for short). On May 12, 13, 15, 16, 19, and 20th five of us Metroids attended training on basic co-mediator mediation with thirty-one other individuals from various government agencies. Only a few of the individuals attending were King County employees. The majority were people from federal and other municipal agencies. The training itself was hosted and provided by the Federal Mediation and Conciliation Service (FMCS) and King County ADR Program personnel.

Our instructors were Stephanie Bell, Manager KC-ILCRG (King County-Inter Local Conflict Resolution Group); Polly Davis, Mediator KC-ILCRG; Jon Stables, Mediator KC-ILCRG; Ann McBroom, Mediator KC-ILCRG; Rick Oglesby, Commissioner FMCS; Gary Hattal, Commissioner FMCS; and Lynda Lee, Program Coordinator FMCS Institute. Plus we had numerous guest instructors from other dispute resolution agencies, mediators in private practice and King County ADR certified individuals.

We are all familiar with "mediation" for our labor agreement so the question is: "What's the deal with this training?" As we learned in our recent labor negotiations mediation is required of public employees after a failed contract vote prior to actually going before an arbitrator. The Public Employee Relations Commission dispatches a single mediator who does "shuttle" mediation/negotiation in hopes of finding common ground. The training we received has a different model of operation.

The ADR model presented uses two mediators. Co-mediators as it were. The parties are participating voluntarily and all verbiage during the process is confidential. The co-mediators cannot be compelled to disclose the conversations - even in a court of law (except for a few exceptions such as child abuse). That is a protection provided for by an act of the legislature. Curious readers can check out the RCW's. The only information that is public are the agreement to mediate, any settlement the parties arrive at and write themselves, and documents previously available to the public from other sources.

I won't go into detail outlining the process we learned except to say that it is a well outlined and structured format. This is not to say that it is a "canned" and rigid process. While the format gives us a structure the whole process of arriving at an agreement is as much art as science. There are a few underlining principles however. Already mentioned

is the confidential nature of the conversations. Equally important is that the co-mediators are neutral to the parties and their issue. The co-mediators keep their opinions about the nature of the conflict out of the discussions. In fact, that is probably what makes it work so well because the parties can say what they need someone to hear without being criticized or having someone's personal judgment inflicted upon them. The co-mediators can assist in writing any agreement the parties may arrive at. Any agreement belongs to the parties and, again, is not subject to the opinions of the co-mediators.

Back to the original issue. Why would King County even be interested in participating in some kind of mediation process? Because it is a much more cost effective alternative to arbitrations and lawsuits. Additionally, all the parties feel that a mediated agreement belongs to them rather than having something inflicted upon one or both parties. Consequently the parties have a better feeling about the outcome and tend to comply with the spirit of the agreement. Something you won't get, for example, in a court of law.

The law as practiced in the courts has little to do with justice, truth, or fairness. What the law has to do in the courts is dig deep into each and every argument and counter-argument and then a judge tells everybody what the "truth" is. Going to court to settle a conflict can be an expensive and long drawn out process. Remember the old saying "Justice delayed is justice denied". Arbitration is similar to a court of law except some of the process rules are relaxed. Still it can be expensive and a slow process and if carried out to the bitter end the arbitrator will make the decision(s) that are binding on all the parties even if the result is completely unfair to one party.

Mediation is much quicker as generally a mediation takes only one day. As the parties are the primary speakers it is their opinions and their interests that are heard directly. If the parties bring additional people to the discussions such as attorneys or shop stewards these additional individuals have their own interest they are going to try to protect. And any settlement of the conflict is not incumbent upon them to abide by. It is expected that additional people at the table will exhibit professional respect to the parties and the process.

I believe that the co-mediation process as presented and endorsed by King County ADR has real merit and could be very useful for ATU Local 587. Often grievances are filed because one member said or did something to another member, thus causing a conflict, and one or



Base Operations Chief James Farris and Executive Board Officer Dee Wakenight

both parties want management to do something. Management's response is all too often to discipline one or both parties. It is not in their job description to find common ground for the member - to -member conflict. We can approach this two ways. Hold a grievance in abeyance pending the outcome of a mediation or the union could contact ADR directly to request a mediation between the members before either or both parties report their issue to management. The ADR would make available two mediators who are not affiliated with METRO thus would not be contaminated by a pre-existing opinion of the issues. Indeed, in the best scenario it is better if the parties and co-mediators don't even know each other. This helps ensure the neutrality of the co-mediators. Assuming the parties can find common ground and come to an understanding their interests will be well served. If the parties are unable or unwilling to mediate they can always go the grievance route. This is not to say that every employee/management issue would be a candidate for mediation. But every little bit helps.

I'm reminded of a member - to -member dispute of many years ago. The first member said something the second member did not receive well. The second member went to management. The first member received a suspension and filed a grievance that went all the way to an arbitrator's decision. As a consequence of the grievance investigations some additional truths were revealed and the second member got terminated. The second member filed a grievance for wrongful termination. The suspension grievance was granted by the arbitrator, however, the termination grievance was lost. The second member sued the union and lost again. The whole package cost the union the neighborhood of

\$150,000. In my opinion the whole episode would have been better handled with a mediation outside of the participation of management. Even at \$2000 per day per mediator it would still have been more cost effective. If this doesn't underscore and make the case for ATU to subscribe to ADR nothing will.

The Metroids in attendance were Judy Young, Dee Wakenight, Jim Farris, Yvonne Greenwood and myself. Of special note is that we Metroids were not only on time for each daily secession, we were early. The photographs demonstrate the organized setting we were in. The process of instruction during the six days is a great example of how to hold training. It was scripted with timelines and who would present what. Materials were prepared well in advance. Each component was explained fully in theory and then we got to practice the application with role playing. The instructors and guest instructors critiqued our performances as mediators highlighting what went well and suggesting adjustments where we may have stumbled. For some of us our role plays felt, in part, like a modified grievance hearing. The caucus and negotiation component of the mediation process, as mediators, was fairly new to most of us because we had no previous point of reference as mediators but rather as parties to a negotiation.

In closing there is a program leading to certification as mediators that was made available to us. In the event any of us Metroids become certified we will not be mediators to METRO issues as that is the point of the King County ADR program. In the event we do conduct a mediation, WE are not in this together - the parties are in it together and we, as mediators, are out of it.

Plastic Bottles

Submitted by Executive Board Officer Dee Wakenight

Gleaned from <http://www.kingcounty.gov/>

Recent scientific reviews and news reports on the use of polycarbonate plastics containing bisphenol A and potential human health problems are worrying and confusing consumers.

The Local Hazardous Waste Management Program in King County is committed to protecting the public's health and the environment by reducing exposure to potentially harmful chemicals. Given the current scientific understanding of biological effects of bisphenol A or BPA, there is good reason for concerned consumers to reduce their exposure to bisphenol A containing products, especially for infants, children, and women who are pregnant or planning to become pregnant.

Infants and young children are at greater risk because of their small size and developing bodies. Studies of laboratory animals or cultured human cells have shown exposure to bisphenol A can cause neural and behavioral changes, precancerous growths in breast and prostate tissues, early onset puberty and other effects at very low doses. In addition, bisphenol A crosses the placenta and has been found in amniotic fluid and umbilical cord tissue, showing that there is no prenatal protection from a mother's exposure.

Recent reports from the National Institute for Environmental Health conclude that there is concern for neural and behavioral effects in fetuses, infants, and children at current levels of exposure to BPA. Presently, there are no recommended minimum exposure limits for infants or children. More research is also needed to understand all the health effects that may be associated with exposure to Bisphenol A.

There are easy ways to reduce the risk of exposure to BPA for children. Many of the 'new' ways are a return to earlier safe food storage practices.

Easy ways to avoid bisphenol A in everyday products

For infants and children Breastfeeding is the best way to feed newborns and infants. Follow the tips here and on the links to reduce bisphenol A in an infant's and nursing mom's diet.

If you use infant formula:

- the first choice is dry powdered formula packaged in non-metal cans
- liquid formulas sold in plastic, mostly polyethylene and polypropylene (#1, 2, or 5) which do not contain any bisphenol A
 - concentrated liquid formulas (diluted)
 - avoid ready-to-eat liquid formulas in metal cans; they are lined with bisphenol A epoxy resin (sealant)

Use glass baby bottles or plastic bag inserts, which are made of polyethylene, or switch to polypropylene bottles (labeled #5) that come in solid colors or are milky white, not clear.

Other resources and shopping suggestions *Adapted from National Geographic's Green Guide Baby bottle choices

- Baby Bottles (#5 Plastic)
- Gerber Fashion Tints (\$4.99 for 3-9 oz. bottles; www.thebabyoutlet.com)
- Medela Breastmilk Storage and Feeding Set (\$18.99; www.target.com) glass baby bottles
- BornFree Vented Glass Bottles (\$37.99/2-9 oz. bottles; www.newbornfree.com)
- Evenflo Classic Glass Nursers (\$8 for 3-4 oz. or 8 oz. bottles; www.ingeling.com)
- Sippy Cups Klean Kanteen 12 oz. stainless steel bottle with sippy adaptor (\$17.95; www.kleankanteen.com)

For your family

For food storage and drinking use glass or stainless steel water bottles without plastic linings. Avoid plastic containers labeled with a 3, 6, or 7 (inside the recycle symbol). Not all number 7 plastics contain bisphenol A, but they are not separately labeled.

- Dispose of cracked or scratched plastic bottles in the garbage.
- When buying new bottles take along the shopper's card: www.thegreenguide.com/doc/BGG2/saferplastics.
- For descriptions of plastics and the symbols: www.thegreenguide.com/products/Kitchen/Plastic_Containers.

Foods packaged in juice boxes or cardboard "brick" cartons, by Tetra Pak and SIG Combibloc, are made of safer layers of paper, aluminum and polyethylene (#2) and are also recyclable.

Reduce your use of canned foods by using fresh or frozen foods or foods packaged in other containers like glass or cardboard brick cartons. Save canned foods for convenience or emergencies. Almost all food cans are lined with bisphenol A epoxy resin (sealant) and industry studies confirm that BPA is in canned foods and beverages.

Learn to preserve your own foods using glass containers. The WSU Cooperative Extension of-

fers canning tips and instructions at <http://food-safety.wsu.edu/>. Find a Farmer's market with Puget Sound Fresh Food at: <http://dnr.metrokc.gov/wlr/farms/>.

If you use plastics for food storage, follow these safety tips.

If you are using polycarbonate bottles like Nalgene (labeled #7 on the bottom), wash them by hand with mild dishwashing soap and not in the dishwasher. Harsh chemicals and heat degrade the plastic and increase leaching of bisphenol A into foods and liquids.

Avoid using plastic containers to heat food in microwaves because chemicals leach out into the food faster when heated. Ceramic, glass, and other microwaveable dishware are good alternatives.

Other links

Canned food study: www.ewg.org/reports/bisphenola

Consumer tips: www.ewg.org/node/20944

Plastic Products at a Glance Chart www.checcnet.org/healthhouse/pdf/plasticchart.pdf

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

Letters to the Editor...

Another episode in the continuing saga of Operator Irv Dinglefield

Roving Operator Irv Dinglefield recalled another encounter you may find of interest, this one having occurred at Bellevue Base last year. He overheard operator Richard Head telling operator Shaniqua Tawanda L'Corina Zimmermann of a "See Me" encounter he had with Chief Livia Drusilla.

A customer complaint accused Dick of not stopping for the customer, even though he was already reentering traffic from the bus zone when the customer made his presence known by walking along side and pounding on the bus.

Recalling his training, Dick knew that stopping again and letting the passenger board would only confuse the drivers of vehicles holding for him. By the time the passenger boarded the bus and the rear door interlock released, several seconds would have passed, leaving the waiting vehicle drivers impatiently wondering if the bus was going to pull out. Possible result, the bus and the waiting traffic might move simultaneously. Another consideration, of course, was that every time a driver makes an exception and allows a tardy passenger to board, the passenger learns that trying to stop the bus often pays off, further encouraging them to make the effort (and increasing their risk of getting run over.) Chief Drusilla implied that Dick should have accommodated the intending passenger anyway, while Dick insisted that sometimes they're just too late and must wait for the next bus.

Unfortunately, the disagreement got loud, and then physical. They spilled out of the chief's office, through the bullpen, then into the entrance hallway, where in a skillfully executed spin maneuver Livia got a hold of Dick by the nuts machines.

Fortunately, at that moment the dispatcher announced that it was

noon and the chief released her grip. I shudder to imagine what would have happened to Dick if lunchtime hadn't intervened.

By Bic Sheaffer, Future System Extra-Board Operator

Automate Stop Announcers

This is a response to Brother John Balmer's letter to the editor in the June "News Review". I would like to thank the brother for taking the time to explain to us the undertakings of Metro with regards to the ES (enunciator system). His effort was candid and informative.

Now, with this letter, I would like to go into greater detail and expand the discussion, because I do believe that the ES is long overdue and our objective of obtaining the best working system possible is of great importance.

With the right ES onboard we'd finally get the ADA monkey off the drivers back and assure a safer working environment for the already stressful driving conditions under which we labor.

For this reason I would like to elaborate on the original ideas stated in my first letter to the editor. But before I start I have a few questions to ask.

Why do we need to go to Germany to obtain an ES for our buses?

Doesn't the Euro to Dollar rate exchange turn this transaction into an expensive import?

Do we not have American companies that can handle this project?

In any case, and to continue with the discussion, I will argue the topic points in the order presented to us by Bro Balmer.

Voice and Gender It is interesting to see that an ambient noise digital recording was performed and the results showed the lower end of the spectrum to be the most busy while the high end proved to be the least occupied. I am sure that these recordings were not performed within a bus full of school children. In which case I presume that the opposite conclusion might apply. And I am not saying that the latter is the most common circumstance

(depending on the route you drive). But, I am stating that by limiting our options we also limit the ability to adjust the ES according to the various sound conditions faced by the drivers during the course of a working day.

Not only that, but have we taken into account the clarity of the alto voice while considering the soothing tones of a baritone. And which works better during the hectic rush hours as compared to while operating the late night service. Voices do have an effect on the psyche of individuals, sometimes you may need to awaken a voice that carries a measure of authority.

And on the other hand, what about the drivers?

After all we are going to be hearing that voice for the rest of our working life. For all we'd know you may experience dreams and nightmares to the sound of the ES. So...to have a little variety available, for the sake of sanity, could not possibly be more expensive than King County replacing all of it's computer monitors (that were working perfectly fine, mind you) for the latest technology (flat screens).

Because once you've programmed the language protocol into the memory chip, a voice variation could not possibly cost that much to add. And we drivers deserve the latest technology, also.

Volume Control The use of a fixed automated volume control "again" takes away the ability from the driver to adjust to ever-changing environment of public transport. Let us go back to the bus full of screaming kids. In this case a 10 db's higher volume can only add to the cacophony, possibly to the point of creating safety concerns. Not only kids but a loud engine, a heater vent or a whining trolley could notch up the volume level and the driver would be unable to do anything about it. To me, it seems condescending of Metro to think that a "single" automated volume level would be able to handle every situation that may occur out on the road. But if it's the budget that worries Metro, well...a volume knob at the Radio Shack can be purchased for \$ 8.95, and with a drill and some 'lectric tape, I can splice up the wires going to the two speakers and take care of the problem without even touching any of the delicate computer components. This is not so hard to do people.

Running Mode As far as this aspect of the ES, I will argue for the three options that I'd originally stated in the May letter. And the main reason is this, it is not only the passengers that receive a benefit by these options, the drivers have a lot to gain from it too. Let's face it, no matter how much Metro claims to train the new drivers before they come into the work force. They have never educated trainees

about the many cities within King County, nor the names of streets, nor the many points of interest. Those things, you are supposed to learn on your own, while driving by the seat of your pants. Or...you learn these on your spare time, with little compensation.

In this case the ES can not only be used as a navigator, but also as a "training tool" for the new drivers that may happen to be unfamiliar with the area, or be working under low visibility conditions (short gray days, rainy weather, street signs hiding behind spring foliage, etc..) this is common in the Northwest. The ES can tell us what is ahead while we keep our eyes on the road. A great training tool!

Display I suggested the red color, not because of an aesthetic taste, and not because of a personal affinity. I selected this color because the red color wavelength produces the least amount of refractivity within the eye retina, hence greater clarity.

This is the reason why the instrument panels in all our submarines are lighted in the red hue. And although the difference may be small, to a person of limited vision, it could mean everything. So...why not choose the better of the two?

I understand bro Balmer, and I know that you are working within these limited parameters, and I trust that you are doing the best that you possibly can. Thanks.

So I will direct my last comments to Metro, because I am exasperated by having to work with 40 yr old equipment, by telephone chords that dangle over the steering wheel, by microphones tied with rubber bands. And let's face it, on half of our buses you'd be hard pressed to understand clearly, exactly what the driver is announcing. I ride the bus, I know.

This is the 21st century after all, so Metro, can we have equipment that is up to par with the times?

And...Can we have the necessary budget suitable for the workforce shown to have the highest increase of rider-ship in the nation??

The pin was nice, but we can do better.

In solidarity,

*Bro. Alex D La Barba
Atlantic Base, SS*

New Carpet: A Comment and a Question

Mr. Stewart and Mr. Lare: Please place your remodeling plans on hold until you are ELECTED to an office in our union's management; which is a position you do not hold as of

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 15th 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

CO-LABOR-08

Alex D. La Barba

Every institution, whether it be a union or a political party, will go through cycles of internal disputes. These are the necessary conflicts that eventually promote progressive growth (if all works according to plan).

On the other hand, this process of internal disputes may excite emotions, expose animosities and cause an extreme polarization of the membership involved, and this particular divisiveness, if not dealt with properly, could weaken the foundations of any house.

So it is then, that after the heat of a battle of ideologies, a period of reconciliation must take effect. A time for these differing points of view, to come together. A time of healing, and a time of amalgamation.

There comes a time for the perceived opponents to unite in purpose and hopefully keep their "eyes on the prize". It is then, that the group can be said to be truly strong. And strength is surely needed, if you want to remain a viable entity endowed with real power at the bargaining table, or at the

ballot box.

What I'd like to say is this,
"There is no substitute for unity"

So... how can this healing and unifying process begin to take shape?

We think, that it must come from within each one of us, it must come from the heart. Additionally, an understanding to agree to disagree would certainly help.

But I am not so naive as to think that after a heated internal struggle, we can easily and rapidly come together once again. This may take some time.

The important thing is to stay focused on the ultimate goal, and this will be an achievable task. Take for example our own American history.

When Abraham Lincoln spoke the words "a house divided unto itself" our nation was in the midst of a civil conflict, and somehow the republic was able to regain its integrity, even, after the most brutal war ever seen on this continent.

You may say that a few wounds have yet to

heal, and I would agree with you. But...

Things have gotten better with time, and that keeps my spirits up and my hopes alive.

I realize that in our near future we will be confronted with many obstacles, and I sincerely wish for the membership to come together in the very best spirit of cooperation.

Together we can cause "true change" for the betterment of all, and isn't this coalescence one of the main reasons why, we contribute faithfully to our union.

This year promises an array of opportunities to the cause of the working class and we can definitely help the movement, if we present a united front.

Take a look at the COPE committee and help us and yourself, brother sister, participate.

Think and act, after all it is our duty, as citizens.

In solidarity,
Bro. Alex D. La Barba
Atlantic Base

Letters to the Editor, *continued*

this date. I must say that if the description of your behavior is correct you Gentlemen must think you have a really large set of genitals.

My question is this: who are you and why do you think you're important?

*Richard S. Marchu
Ryerson Operations*

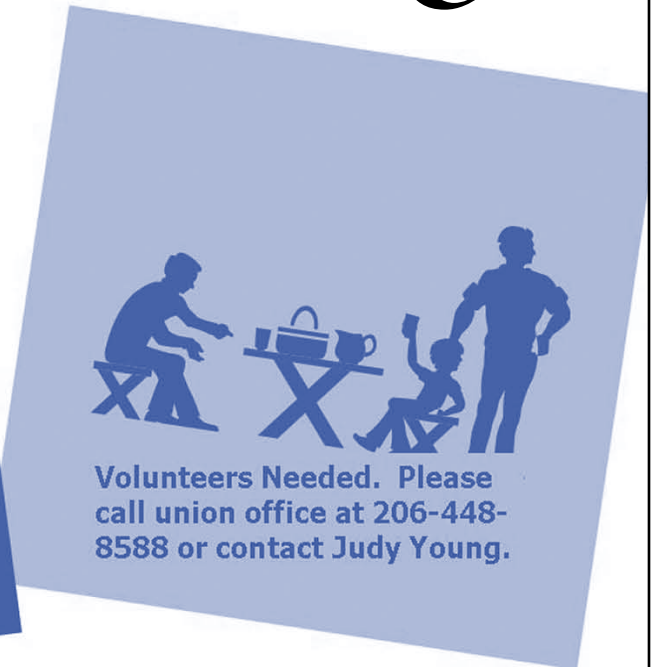
Bicycles on 3rd Avenue

Will it take a fatality before SPD starts cracking down on bicycles breaking every traffic rule in the book on 3rd Ave? Over and over I watch bicycles ride between two coaches and many a time I have cringed seeing a potential accident. Recently KOMO had a news show on Metro Buses speeding. They should do an investigation with their cameras of bike riders on 3rd Ave. breaking traffic laws. Recently a transit operator out of NorthBase documented such an incident. A bike rider rode between his coach and the coach to his left and pulled over to right crosswalk. He rode through the crosswalk and then swerved in front of his coach and then into the lane to the left in front of that coach. Both coaches had to hit the brakes hard. The operator saw a motorcycle policeman and stopped to ask him if he could do something about the bikes running red lights and riding between the buses. The policeman's answer? He could do nothing because the mayor has told them that bikes have 'cart-blanc'. The policeman then proceeded to give a woman a jaywalking ticket because she crossed while the light was flashing a red hand. Operators, please document on a green safety sheet or incident report every time you have a close call on 3rd Ave. with a bicycle. We need to provide written proof this is a huge problem and needs to be addressed.

*Ruth Wilson
North Base Shop Steward*

SUMMER BBQ!

**ATU 587
&
MERA
SUMMER
BARBEQUE
Sunday
July 20, 2008**



**LIBERTY PARK
1101 Bronson Way North
RENTON, WA
11:00 AM TO 4:00 PM
EXTRA PARKING
AVAILABLE AT
OLD RENTON CITY HALL**

Highlights

- BINGO GAMES
- FOOD SERVED 12PM-3PM
- PRIZES
- CLOWNS UNLIMITED

COME JOIN THE FUN

FROM: I-405 North
Take Exit 2 (Renton/Rainier Ave) Head North on Rainier Avenue to South 3rd and take a right. Continue on 3rd and take a left on Mill Avenue South. Continue on Mill and veer to the right, which is Bronson Way. City of Renton Library is on right. Liberty is directly after the library.

FROM I-405 SOUTH
Take Exit (Renton/Enumclaw). Stay in the lane marked Bronson Way/City Center. The Road will veer to the right Bronson Way. Liberty Park is located on the left.

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

Proposal To Change Bylaws — Article III, IV, V & VI

Submitted by Mike Whitehead, Mike Rochon
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 through the August cycle of Union meetings.

Currently reads:

Article III — OFFICERS

Section 1. The regular officers of the Local shall be:

- (a) President/Business Representative
- (b) Vice President/Assistant Business Representative
- (c) Financial Secretary/Treasurer
- (d) Recording Secretary/Correspondent to In Transit
- (h) If a vacancy occurs for any reason in any of the following elected positions: President/Business Representative, Vice President/Assistant Business Representative, Financial Secretary/Treasurer or Recording Secretary, a special election will be held to fill the unexpired term. The special election will be held in compliance with Article XII of these Bylaws and Section 14 of the Constitution and General Laws.

If a vacancy occurs within ninety (90) days of the normal expiration of the term of office in the position of President/Business Representative, the Vice President/Assistant Business Representative shall reside and perform all duties pertaining to the office of President until the regular general election is held.

If a vacancy occurs within ninety (90) days of the normal expiration of the term of office in the position of Vice President/Assistant Business Representative, Financial Secretary/Treasurer or Recording Secretary, the Executive Board shall meet prior to the next regular union meeting and select a member of the Executive Board to fill the unexpired term. The appointment must be approved by a majority vote of the members in attendance at the next regular meeting of the Local.

ARTICLE IV — COMMITTEES

Section 1. Shop Steward Committee

(a) Shop Stewards within each bargaining unit shall be elected by the applicable membership in that bargaining unit and shall be known as the Shop Steward Committee. The duties of the Shop Stewards will be outlined and supervised by the Vice President/Assistant Business Representative.

Section 8. Wages and Conditions Committees

The members of the Wages and Conditions Committee shall consist of the President/Business Representative, Vice President/Assistant Business Representative, Financial Secretary/Treasurer, Recording

Secretary and all Executive Board members. A selection shall be made by these members for the Local's negotiating committee. All full-time officers members of the Local's negotiating committee by virtue of their office.

ARTICLE V — SALARIES AND COMPENSATIONS

Section 1. The Executive Board shall review and adjust the wages for the office of President/Business Representative, Vice President/Assistant Business Representative, Financial Secretary/Treasurer and Recording Secretary at the regular December Executive Board meeting. This review and adjustment shall take effect the 1st of January of each year.

ARTICLE VI — DUTIES OF OFFICERS

Section 2. Vice President/Assistant Business Representative

- (a) The Vice President/Assistant Business Representative shall assist the President/Business Representative and perform all duties of the Local during his/her absence.
- (b) He/she shall be a voting member of the Executive Board.
- (c) By virtue of his/her office, he/she shall be a delegate to the Central Labor Council, State Labor Council and the International Convention.
- (d) The Shop Steward program shall be under the direction of the Vice President/Assistant Business Representative.

Section 5. President Pro-Tem

In the absence of the President/Business Representative, Vice President/Assistant Business Representative or Financial Secretary/Treasurer, a chairperson shall be selected by the Executive Board members present.

Proposed By-law Change:

OFFICERS

Section 1. The regular officers of the Local shall be:

- (a). President/Business Representative
- (b). Vice President/Assistant Business Representative-Operations
- (c). Vice President/Assistant Business Representative-Non Operations
- (d). Financial Secretary/Treasurer
- (e). Recording Secretary/Correspondent to In Transit
- (f). The President/Business Agent, Vice President/Assistant Business Representative-Operations, Vice President/Assistant Business Representative-Non Operations, Financial Secretary/Treasurer and Recording Secretary/Correspondent to In Transit shall be nominated from the entire membership at large.
- (g). The Vice President/Assistant

Business Representative-Operations shall be elected by Part-Time Transit/ParaTransit Operators, Full-Time Transit/ParaTransit Operators, Revenue Coordinators, all job classifications listed under Supervisors, Schedule Section and OSS Coordinators in the current KC/Metro labor agreement and all Operators for the organized units outside the KC/Metro bargaining unit, Rail Operators and Rail Operations Supervisors to include the Streetcar.

(h). The Vice President/Assistant Business Representative -Non Operations shall be elected by all job classifications listed under the Vehicle Maintenance/Facilities Maintenance and Special Classification sections of the current KC/Metro labor agreement, all job classifications listed under the current Vehicle Maintenance/Facilities Maintenance for organized units outside KC/Metro bargaining unit and all job classifications under the Vehicle Maintenance/Facilities Maintenance section of the Rail sections of the current labor agreement to include the Streetcar.

Section 2.

(h) If a vacancy occurs for any reason in any of the following elected positions: President/Business Representative, Vice President/Assistant Business Representative Operations/Non Operations, Financial Secretary/Treasurer or Recording Secretary, a special election will be held to fill the unexpired term. The special election will be held in compliance with Article XII of these Bylaws and Section 14 of the Constitution and General Laws.

If a vacancy occurs within ninety (90) days of the normal expiration of the term of office in the position of President/Business Representative, the Vice President/Assistant Business Representative Operations shall reside and perform all duties pertaining to the office of President until the regular general election is held.

If a vacancy occurs within ninety (90) days of the normal expiration of the term of office in the position of Vice President/Assistant Business Representative Operations/Non Operations, Financial Secretary/Treasurer or Recording Secretary, the Executive Board shall meet prior to the next regular union meeting and select a member of the Executive Board to fill the unexpired term. The appointment must be approved by a majority vote of the members in attendance at the next regular meeting of the Local.

ARTICLE IV — COMMITTEES

Section 1. Shop Steward Committee

(a) Shop Stewards within each bargaining unit shall be elected by the applicable membership in that bargaining unit and shall be known as the Shop Steward Committee.

The duties of the Shop Stewards will be outlined and supervised by the Vice President/Assistant Business Representative Operations/Non Operations.

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The members of the Wages and Conditions Committee shall consist of the President/Business Representative, Vice President/Assistant Business Representative Operations/Non Operations, Financial Secretary/Treasurer, Recording Secretary and all Executive Board members. A selection shall be made by these members for the Local's negotiating committee. All full-time officers members of the Local's negotiating committee by virtue of their office.

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Section 1. The Executive Board shall review and adjust the wages for the office of President/Business Representative, Vice President/Assistant Business Representative Operations/Non Operations, Financial Secretary/Treasurer and Recording Secretary at the regular December Executive Board meeting. This review and adjustment shall take effect the 1st of January of each year.

ARTICLE VI — DUTIES OF OFFICERS

Section 2. Vice President/Assistant Business Representative Operations/Non Operations

(a) The Vice President/Assistant Business Representative Operations/Non Operations shall assist the President/Business Representative and perform all duties of the Local during his/her absence.

(b) He/she shall be a voting member of the Executive Board.

(c) By virtue of his/her office, he/she shall be a delegate to the Central Labor Council, State Labor Council and the International Convention.

(d) The Shop Steward program shall be under the direction of the Vice President/Assistant Business Representative Operations/Non Operations.

Section 5. President Pro-Tem

In the absence of the President/Business Representative, Vice President/Assistant Business Representative Operations/Non Operations or Financial Secretary/Treasurer, a chairperson shall be selected by the Executive Board members present.

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

Proposal To Change Bylaws — Article IV, Section 4

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 through the August cycle of Union meetings.

Currently reads:

Section 4. Recording Secretary and Correspondent to In Transit

(a) The Recording Secretary shall keep a correct record of proceedings of the meetings of the Local.

(b) He/she shall act as secretary to the Executive Board and shall be a voting member of the Executive Board. During Executive Board meetings, he/she shall record by name all votes on applicable motions as voting for the motion, against the motion, or abstaining.

(c) The Recording Secretary shall keep a strict record of all amendments to the Bylaws.

(d) The Recording Secretary shall have charge of all elections.

(e) He/she shall send articles of interest about the Local to In Transit, copies of the same to be filed in the Local office.

(f) The Recording Secretary shall send out all meeting notices as directed by the officers and/or the membership.

(g) The Recording Secretary shall be responsible for forwarding all bylaw proposals approved by the membership to the International for approval.

(h) In addition to the duties and responsibilities listed in Article VI, Section 4, paragraphs a-g, it shall be the duty of the Recording Secretary to publish the monthly *587 News Review*; compile a monthly synopsis of the incoming and outgoing communications; keep all seniority lists up-to-date and provide updated lists as required; be responsible for the proper coordination of shakeups as applicable to the position; process and track in-house complaints; research assignment and vacation change requests; and attend hearings, meetings and perform other tasks as outlined by the President/Business Representative.

(i) By virtue of his/her office, he/she shall be a delegate to the Central Labor Council, State Labor Council and the International Convention.

Proposal

Section 4. Recording Secretary and Correspondent to In Transit

(a) The Recording Secretary shall keep a correct record of proceedings of the meetings of the Local.

(b) He/she shall act as secretary to the Executive Board and shall be a voting member of the Executive Board. During Executive Board meetings, he/she shall record by name all votes on applicable motions as voting for the motion, against the motion, or abstaining.

(c) The Recording Secretary shall keep a strict record of all amendments to the Bylaws.

(d) The Recording Secretary shall have charge of all elections.

(e) He/she shall send articles of interest about the Local to In Transit, copies of the same to be filed in the Local office.

(f) The Recording Secretary shall send out all meeting notices as directed by the officers and/or the membership.

(g) The Recording Secretary shall be responsible for forwarding all bylaw proposals approved by the membership to the International for approval.

(h) In addition to the duties and responsibilities listed in Article VI, Section 4, paragraphs a-g, it shall be the duty of the Recording Secretary to publish the monthly *587 News Review*; compile a monthly synopsis of the incoming and outgoing communications; keep all seniority lists up-to-date and provide updated lists as required; be responsible for the proper coordination of shakeups as applicable to the position; process and track in-house complaints; research assignment and vacation change requests; and attend hearings, meetings and perform other tasks as outlined by the President/Business Representative.

(i) By virtue of his/her office, he/she shall be a delegate to the Central Labor Council, State Labor Council and the International Convention.

(j) Shall report to the executive board and the membership the Results of all negotiations, Memorandum of Agreements (MOA's), Memorandum of Understandings (MOU's) with King County Metro that change the Labor Agreement or intent of the Labor agreement with King County Metro. These shall be published in the news review, posted at all work locations and posted on the Local's webpage within 45 days of signing.

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 through the August cycle of Union meetings.

Section 6 currently reads;

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.

Section 6 proposed to read;

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 Understandings (MOU's) with King County Metro that change the Labor Agreement

or intent of the Labor agreement with King County Metro will be brought before the Executive Board for review and discussion prior to entering into any binding agreement, understanding or matter with the company, excluding reinstatement agreements.

This would not preclude signing of tentative agreements; however before a binding/permanent document was signed it would need to go before the board.

(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.

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.

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

Proposal To Change Bylaws — Article X

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 through the August cycle of Union meetings.

ARTICLE X — MEETINGS

Section 1. The regular charter meeting of the Local shall be held on the first Thursday of each month to convene at 8:00 p.m.

Section 2. The morning meeting shall be held on the Friday after the first Thursday of each month to convene at 10:30 a.m.

Section 3. Each organized unit outside the King County bargaining unit shall set a time and place for its regular union meeting, provided that it is held after the regular charter meeting of the Local. All bargaining units within King County shall meet at the regular charter meeting as described in Article X, Section 1 and/or morning meeting as described in Article X, Section 2.

Section 4. Thirty (30) members, including the President, shall constitute a cumulative quorum for the monthly Union meetings. The charter meeting shall be held regardless of the number of members present and all actions of that meeting shall be reported to and acted upon by the subsequent sessions. If the total attendance at all sessions does not constitute a quorum, then the business conducted at the charter meeting shall be considered null and void. However, in the event no quorum is achieved, all actions of the executive board which would have been reported to the membership shall become final and binding upon the Local without further action by the membership. Any action taken or motion initiated at any session other than the charter meeting, whether or not a quorum is present, shall be referred to the next monthly charter meeting for initial action.

Section 5. The regular charter meeting's adjournment shall be declared at 10:30 p.m. and the morning meeting's adjournment shall be declared at 1:00 p.m. It shall require a two-thirds majority vote of the members voting to extend

the time.

Section 6. The Executive Board shall set its own time and date for its regular monthly meeting.

Section 7. A majority of the board, including the President, shall constitute a quorum at any regular meeting of the Executive Board.

Section 8. The President shall call a special meeting of the Local by a majority vote of the Local, a majority vote of the Executive Board or upon written request of one-third of the membership.

Section 9. In addition, the President/Business Representative shall call a special meeting on the first business/working day after the expiration date of a unit's current labor agreement. This meeting shall be for the purpose of informing the affected membership of the current status of contract negotiations and to outline and discuss the various alternatives that members have if a contract settlement has not been reached.

Section 10. Voting on bylaw proposals and arbitration requests shall be by secret ballot. All other questions will be decided by voice or show of hands unless otherwise directed by a majority of those present.

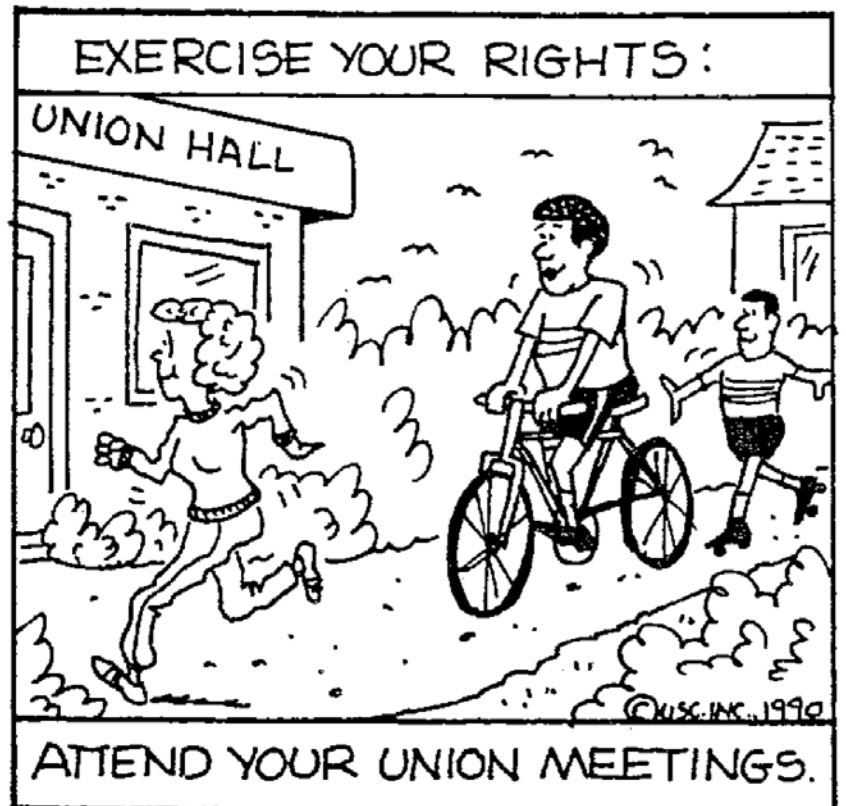
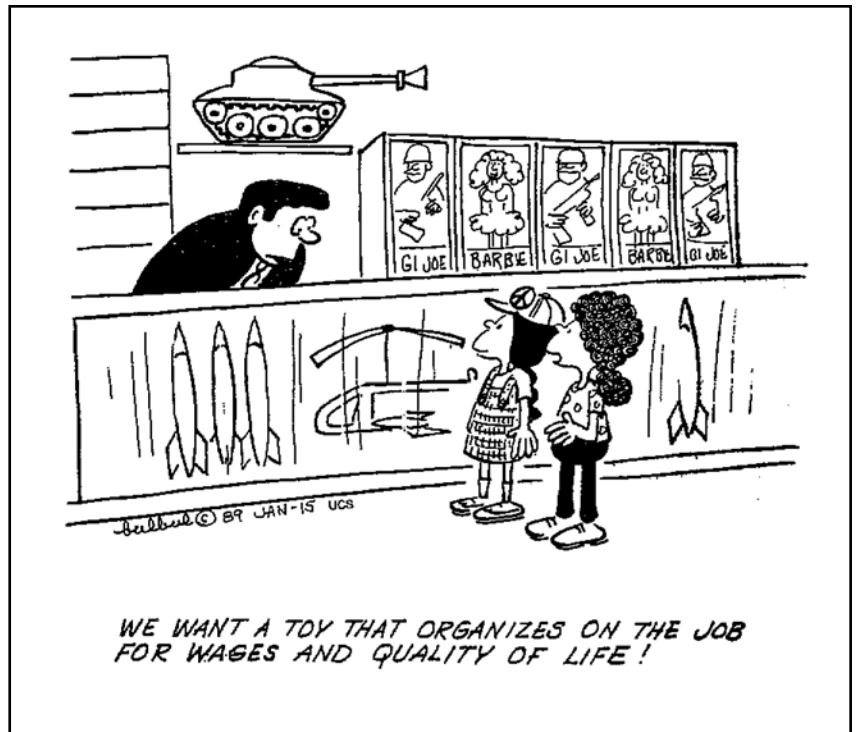
New language

Section 1. The regular charter meeting of the Local shall be held on the first Thursday of each month to convene at 5:00 p.m, with an additional Thursday meeting that shall begin at 8:00PM

Section 2. The morning meetings shall be held on the Friday after the first Thursday of each month to convene at 7:30 a.m with an additional Friday meeting that begin at 10:30 a.m.

Section 5. The regular charter meeting's adjournment shall be declared at 7:30 p.m, with the additional Thursday meeting's adjournment declared at 10:30pm and the morning meeting's adjournment shall be declared at 9:00 a.m, with the additional Friday meeting's adjournment declared at 1:00 p.m. It shall require a two-thirds majority vote of the members voting to extend the time.

Just for Fun



**TRANSIT WORKERS
 VOTE
 PRO TRANSIT**

The Vice President's Report

By Kenny McCormick



Hands Free or Tied

On January 1st, 2008 EHB 1214 law went into effect, banning text messaging while driving. Washington State legislators decided to ban all text messaging and making any violations to the law simply a traffic infraction.

July 1st, 2008 the other change ESSB 5037 goes into effect and will have an affect on how we do business. This law prohibits the uses of a wireless device being held to the ear while driving. There is a clear exception to this law that allows you to talk on your wireless cell-phone if you have a hand free device and there lies the problem. The technology does exist but Metro does not possess it yet.

To every rule there are exceptions and here are a few for these laws. A person operating an authorized emergency vehicle, or a tow truck driver responding to a disabled vehicle, a person using a wireless communications device with a hands free headset or car speaker phones, a person using a cell phone to report illegal activity, summon emergency help or prevent injury to a person or property or a person using a hearing aid and the law does not prohibit the operation of an amateur radio station by anyone holding a valid amateur radio license.

However there is another exception to the law is during emergency situations or for public safety personnel while on duty. This is where it begins to get tricky and it could make a difference in whether you are cited for this infraction.

Resent changes to the emergency procedure by Metro may be questioned as to whether it is considered a valid emergency or exceptions to the law. Bulletin number 3292 posted on June 18, 2008 has five examples of when it is ok to pickup your handset while driving and I do not know if the law will support these changes. A big concern for Local587 members that are cited is will Metro pay the fines?

This is similar to the on going bike rack issue. Metro is requiring us to operate in conflict with the law. The law says it is illegal to mount after market products on the front of a vehicle, and Metro does not have a wavier to continue to operate its vehicles loading bikes on the front of the coaches. Local 587 is insisting that Metro assume all risk for operating outside of the law with the bike rack requirement as well as the policy to pick handsets while you are driving.

Instead of saying pickup the handset when it is safe to do so, similar to the fare collection policy. Metro is attempting to broaden its procedures and get around the law with reasons to pick up the handset while driving. My advice to any member driving a company vehicle who needs to make/take a call is to pull over and then respond or call the coordinator back after you have positioned your vehicle in a safe location. If you are cited Metro will question whether you were following policy and that can be very subjective. Will you be forced

Metro is requiring us to operate in conflict with the law.

to pay for the ticket or will Metro pay the fine? We have received a verbal commitment from Metro to pay the fines if you are following Metro policy.

Hands free headsets may be coming to a vehicle near you soon, but till we get them be safe and obey the law. Do not pick up your handset while operating Metro vehicles!!!

WORK SITE VISITS

Kenny McCormick, Vice President, will be visiting various work sites during the month of July. Below is a list of times, dates and locations.

July 22nd	East Base/OPS	4am – 6am
	East Base/VM	6am – 8am
	Bellevue Base/OPS	8am – 10am
	Bellevue Base/VM	10am – Noon
July 23rd	South Base/OPS	4am – 6am
	South Base/VM	6am – 8am
	South Base/CSC	8am – 10am
	South Base/TRAINING	10am – Noon

**TRANSIT
WORKERS
ENDORSE
LEGISLATORS
WHO VOTE
PRO TRANSIT**

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

The Financial Secretary's Report

By Paul Neil



Financial Report

In the May/June issue of *In Transit* magazine the article by International Secretary-Treasurer Oscar Owens poses several questions members should be asking their local officers. A very important point that Brother Owens makes in this article is that the membership plays a vital role in helping to safe guard Union funds and he is absolutely correct. I want to assure the membership of Local 587 all the officers of the Local take their fiduciary responsibilities very seriously and that we currently practice all of the financial safeguards described by Brother Owens.

Financial Reports: For each Executive Board meeting a report is produce for the board detailing all expenditures made during the previous month plus a separate report detailing all credit card expenditures. They are also provided copies of our LM2 report, six month audits, six month compilation reports by our accountant and our annual audit. At each membership meeting I report to the membership our total income, per capita taxes and expenditures.

Audits: Last month I detailed how our audit committee does an audit every 6 months. We also have our account perform a 6 month compilation report as well as a complete audit every year.

Financial Safeguards: All checks must be signed by two officers. One of them must be the Financial Secretary. The other signer is either the President or Vice President. The bank statements are reviewed by the Recording Secretary before the Financial Secretary even sees the statement. All Fulltime Officers have a credit card but none have a debit card or the PIN for their credit card. All of our CDs require two signatures to cash them out.

Lost Wages: If you work for the Union you are paid Time Loss which means we pay you the hours of pay you lost by coming to work for the Union at your regular rate of pay. All time loss is approved ahead of time by the President.

Bonding: We are currently bonded up to \$500,000.00 against theft which is in excess of the minimum required by the A.T.U. International. We are now applying for

*Under the Fair Labor Standards Act
when your employer requires you to do
something they have to pay you.*

a larger bond of \$1,200,000.00 which will bring us to the amount recommended by the International.

Recently an Operator at King County METRO brought to my attention that he had been asked to provide a written response on a "See Me Slip" he received from his chief. He correctly believed that he should be paid for the time he spent writing a response. Under the Fair Labor Standards Act (F.L.S.A.) when your employer requires you

to do something they have to pay you. In this particular situation he needed to put in for the time on the *Unscheduled Overtime Sheet*. You should always ask if and how you are being paid if asked to do anything by your employer. The Chief should pay you but you may need to fill out the *Unscheduled Overtime Sheet* or the *F.S.L.A. Time Sheet*. Keep in mind that if you decide you just love the company of your Chief and see them to shoot the breeze they are not going to pay you.

BLOW ON THIS DOT !

IF IT TURNS RED, IT MEANS
WE'D GET RAISES EVEN IF
WE DIDN'T HAVE A UNION

PAVE

© 1980, UCS

The Recording Secretary's Report

By Paul J. Bachtel



The Sick, The Lame and The Lazy

How We Got Here

A review of the past three negotiations (2001, 2004 & 2007) as they pertained to sick leave language: Prior to 2001 our members were required to submit medical verification after the third instance of sick leave use in a 12-month period or for any absence greater than two days. In 2001, the Union negotiated new sick leave language requiring medical verification after 6 or 12 instances of sick leave use (based of previous use) in a calendar year while exempting preplanned doctors visits from the count of instances. In 2004, King County Metro (KCM) was crying foul, claiming sick use had dramatically increased and proposed reverting back to the old pre 2001 sick leave language. The Union wasn't about to agree to revert back to the old sick leave language given the dramatic increase in doctor office visit co-pays and the Union's agreement to add attendance probation among other concessions partly in exchange for the sick leave language gained in 2001.

In 2004, the Union and KCM were near agreement to rollover the 2001 contract for another three years. Two agenda items blocked the rollover. KCM was demanding relief in sick leave language and the Union was demanding an equity adjustment for Vehicle Maintenance Mechanics and Electronic Technicians. An agreement was reached to rollover the contract leaving the two disputed items open for further negotiation and possible interest arbitration. The Union and KCM failed to reach a negotiated agreement on an equity adjustment for Vehicle Maintenance Mechanics and Electronic Technicians. The issued was forwarded to interest arbitration and the Union lost. KCM's demand for relief on sick leave language was sent to a committee that met continually for two and one-half years. After meeting for two and one-half years, nearing the beginning of 2007 contract negotiations and realizing the sick leave committee had failed to reach compromise, the sick leave issue was forwarded to interest arbitration. In the mediation that is a prerequisite to interest arbitration the Union and KCM came to agreement on new sick leave language and that new language was implemented in the summer of 2007. The parties further agreed to Tentatively Agree (TA) the new language in the 2007 labor agreement negotiations. With the membership's recent passage of our new labor agreement and the King County Council's vote to adopt the agreement the new sick leave language is now established contract language. From Metro's perspective, or at least the perspective of its new

Human Resources Manager (HRM), the issue of overutilization of sick leave was far from resolved.

Another Way to Crack a Nut

In 2004, Metro had hired a new General Manager (GM) and new HRM. From the start the new HRM, reputed to be the GM's puppet, was on a mission to rid Metro of what Metro management had long referred to as The Sick, The Lame and The Lazy (SLL). Although somewhat amused by the out dated, politically incorrect description of those employees who didn't come to work on a sufficiently regular basis, the HRM was nevertheless on a mission to rid Metro these individuals. Unfortunately, the new HRM had no historical perspective in which to interpret our contract language. This resulted in the HRM trying in vain to claim sick leave use without accruals wasn't sick leave. He argued it was leave of absence and therefore only granted with Metro's approval pursuant to Article 10, Section 1. This despite 30 years of past practice where members who had exhausted their sick leave accruals were granted sick leave without pay and the longstanding contract language in Article 10 Section 1 that clearly stated "the decision to grant unpaid leave of absence shall be the decision of Metro, except as limited by this AGREEMENT." Emphasis added.

Next, the HRM tried in vain to claim longstanding contract language in Article 11, Section 1, paragraph F of the 2004 contract (and contracts dating back to 1977) is grounds to disciplinarily terminate members. This despite 30 years of past practice where members who couldn't come to work for medical reasons where given a Non Disciplinarily Medical Separation (NDMS) or what is now referred to as Non Disciplinarily Medical Termination (NDMT).

Article 11, Section 1, paragraph F from the 2004 labor agreement:

"The ability to work regularly is a requirement of continued employment. An Employee who is absent repeatedly; or whose absences precede or follow RDO's, or follow some other pattern; or who abuse sick leave, will be subject to disciplinary action. Metro may, at its discretion, visit or call an Employee at home to verify illness."

This long standing language was incorporated into the new 2007 sick leave memorandum of agreement and recently ratified 2007 labor agreement.

The Outcome

The first member threatened

with a disciplinary termination for not coming to work on a regular basis simply resigned. The second member threatened with disciplinary termination for not coming to work on a regular basis was terminated. I represented this member at the first step of the grievance process and argued vehemently that disciplinary termination violated not only clear contract language, but also 30 years of past practice. Metro denied the grievance at first and second step. The membership voted to forward the grievance to arbitration and just prior to arbitration the prosecuting attorney reviewed and settled the grievance reinstating our member.

These aren't the only members who have been threatened with disciplinary termination for not coming to work on a regular basis. For the past two years, I have been collecting, in a separate file, copies of letters sent by Metro to our members threatening disciplinary termination for what Metro describes as an inability to work on a regular basis. To date, I have collected over sixty of these threatening letters.

The first letters I received not only threatened discipline for what Metro described as excessive sick leave use but also cited days on which a member was excused without sufficient accumulate compensation (AC) to replace lost earnings. Metro took this position even though we have clear contract language in the Full and Part-Time Transit Operator Articles of our labor agreement and 30 years of past practice guaranteeing a minimum number of members will be excused from work regardless of available AC balances. Metro has since stopped including time excused without sufficient AC balances to cover lost earnings but continues to include in its threatening letters industrial injury leave in excess of Federal Family Medical Leave Act (FMLA) and King County Family Medical Leave (KCFML) entitlements.

Who Are the Members not Coming to Work on a Regular Basis and Why?

As Recording Secretary, I answer the calls from members suffering from on and off the job medical conditions. I know of members who are suffering from serious illness and struggling to come to work three or four days a week to maintain medical coverage while undergoing chemo or radiation to treat their cancer. Others are suffering from work related injuries but are in need of additional retirement service credits before retirement is a viable option. Whether turning a wrench, a wheel or swinging a hammer it's often difficult to make to retirement in a blue collar job. There may be some lazy among the sick and lame, but the HRM's 'kill-em-all and let God sort it out' method of addressing the inability to work regularly is completely lacking in both judgment and integrity.

What Should be Happening - NDMT

What's so great about NDMT? NDMT provides for entry into the Job Reassignment Program where a member unable to work for medical reasons can be reassigned to any job he/she is qualified for without having to compete for that job with other applicants. If the medical reason for no longer being able to work on a regular basis is work related, the Washington State Department of Labor and Industries offers up to \$12,000 and two years of retraining while the member continues to collect time loss payments. If no other job can be found and retraining isn't an option, our benefit package provides Long Term Disability insurance which pays 60% of pre-disability base earnings up to age 65 (a little longer for those age 62 and over at the time of disability). If a member is given a NDMT and is able to return to work within one year from date of termination, the

continued on page 12

WORK SITE VISITS

Paul Bachtel, Recording Secretary, will be visiting various work sites during the month of July. Below is a list of times, dates and locations.

July 07th	Central Maintenance	2:30 pm – 3:00 pm
	Atlantic Maintenance	3:00 pm – 3:30 pm
	Central/Atlantic Oper.	3:30 pm – 5:00 pm
July 08th	North Operations	5:00 am – 6:30 am
	North Vehicle Maint.	6:30 am – 7:00 am
July 18th	Component Supply Ctr.	2:30 pm – 3:00 pm
	South Maintenance	3:00 pm – 3:30 pm
	South Operations	3:30 pm – 5:00 pm

Vehicle Maintenance The Past The Present The Future

By Mike Whitehead & Jeff Stambaugh, V.M. Executive Board Officers

The PAST: There have been many questions from you the members over the issues discussed at the last contract talks so we will go over some of the highlights. As we wrote some time back the number of surveys returned to the Union from V.M. members was the highest amount ever. Of all the issues wages was at the top, followed by shift differential and alternate work schedule, then weekend premium pay and longevity pay. The full time Officers made it clear to the V.M. Board officers in the beginning of the process that we (the V.M Board officers) were to discuss non money issues and that they would address money items at the big table. Our arena of talks was a sub group of V.M. which included 2 supervisors and the manager. As we brought items to the table related to working conditions we would interject issues of money as a dialog item only to be told by V.M. management that we could not discuss wage related issues, but that did not stop us from speaking. The shift differential was an issue we could not and would not let go of. As most of you know there are represented groups in the County that receive a 10% and 15% shift differential and that 587 received far below that for the past several years. We felt you were due some increase. Well as you all know the first contract proposal did not have a shift differential in it. After the first proposal was rejected an offer was made by management to double

the current shift differentials over a three year period in exchange for allowing Non-Union workers to do work on the property in the Base at all bases. As you know the vendor that has the contract has been on the property for years in the yard changing the signs. Then a few years back the vendor offered to do a new type of advertising by wrapping the buses and they tried to do them in the Shop. When they first appeared in the shop there were many grievances written and a MOA resolved the grievances. The only wrapping was to be done at AB on trolleys and all other buses were to be done at the vendor's facility. Additionally 2 members in the Painters classification were to be trained and given the wrap work which has yet to happen. Having this vendor bring in non union workers, using our facilities is a dangerous precedent.

So back to the shift increase proposal, we went to bases and talked with over 150 members about this issue and we are surprised and proud to say that without exception not one member who we personally talked to wanted the non union workers on the property. It was expressed to us that working conditions is a primary concern even more important than wages; this was true unionism at its core value. We did go back to the full time officers and attempt a compromise. We asked the officers to take back a counter offer for discussion allowing the work to continue until the non-union vendor's contract was up (around 15 months). At that

time management would then bring this work in house and make the work 587 union work. We also suggested to the officers offering a new a 587 classification if necessary in V.M. simply having 587 employees doing this work. Well you all know the answer from the fact that we did not get a shift increase.

The PRESENT: As you know we currently had the June 08 pick and even though there was a chief move and there was no lead pick. Now why is that you ask? Well, we are glad you did. We have Labor Agreement language that expressly says management will Endeavor to schedule changes to chiefs and Lead work assignments to coincide with the pick posting. If there is chief or Lead personal movement that does not coincide with the pick posting Metro and the Union will meet to discuss. Now maybe the first problem is management thinks endeavor is the space shuttle based on the response from them when we requested a lead pick, it was way out in space.

So here is a quick lesson to V.M. management, the space shuttle is spelled Endeavour. The word in the labor Agreement is Endeavor, defined as,

1. A conscientious or concerted effort toward an end; an earnest attempt.
2. Purposeful or industrious activity; enterprise.; To attempt (fulfillment of a responsibility or an obligation, for example) by employment or expenditure of effort: endeavored to improve the quality of working conditions.

The only effort from management was to say NO. This response appeared more of a power issue, they could say no, so they did. We were told by management the chief pick would take 3 to 4 weeks, in reality it was 3 to 4 days. We were told by management that our request would not happen in the "real world". What the hell does that got to do with this agency and the dynamics within? Here we go with that space thing again, obviously the one mak-

ing the statement was not concerned with morale or efficiency, so here is a another tip to management, chiefs (we can count them on a hand and a few toes) who are good to work with (and if you repeat this we deny we said it), now stay with us here management, when they move, the leads will move with them, it is a sign of good management and a efficient way of doing business. On the flip side (and you can quote us on this) there are chiefs that leads DO NOT want to work for and would like to pick out, imagine that. Maybe that is management's problem, they are in denial. What adds to the frustration is the fact that there were some supervisors who we spoke with that agreed the leads should pick. In these conversations we were able to work out the details of having the leads included with no impact to the regular pick. In closing we do have it in writing that the Leads will pick this September and again in January.

The FUTURE: "Hot August Nights" Is the catch phrase we want you to remember if you want to support change. We have seen, shared and experienced the frustration with all of you in V.M with this last contract go around. The fact that around 72% of V.M. members were not happy with the first contract offer and voted no, then have a second offer presented to the membership with changes to other classifications, yet no V.M. issues were addresses so in the second vote 79% of V.M. voted NO. These numbers cannot be ignored, there must be some changes and there are other classifications that support us. Your V.M. Board officers have taken your suggestions and come up with some changes that will address V.M. concerns, steps that will put us in the direction towards V.M. feeling more like equals, not second class members in this Local.

Keep watching for the changes...
"Hot August Nights"
Keep your sticks sharp and your fires burning.

Upcoming at Local 587

- JULY 10 Charter meeting
- JULY 11 Morning meeting
- JULY 14 Jefferson Transit Authority meeting
- JUNE 15 Clallam County meeting
- JULY 12 ATU Local 587 / MERAA Carl Owens Memorial Golf Tournament
- JULY 13 Metro Employees Historical Vehicle Association Snohomish Motor Bus Tour
- JULY 20 ATU Local 587 / MERAA Summer Barbeque
- JULY 28 Executive Board meeting

Recording Secretary's Report, continued

member is entitled to restoration of wage step and vacation accrual rate pursuant to a memorandum of agreement and restoration of union seniority pursuant to our bylaws. A member who undergoes NDMT may honestly apply for work without having to state they were terminated for cause. Certainly these benefits make NDMT favorable to a disciplinary termination.

Where Do We Go from Here?

The HRM has wasted three years of the Union's and Metro's time making hollow threats that terrorized our members suffering from

medical conditions. The end result is a damaged relationship between Metro, its employees and their Union. It's now time for Metro to come to its senses, start treating employees like human beings and take the time to help those suffering through medical problems to either make the necessary changes to work on a regular basis or look for an alternative to their present situation. The sick and lame deserve nothing less. The lazy, if there are indeed any, could also be held accountable through proper medical investigation. Better yet, why not hold the HRM accountable for his failed attack on our membership.