

JANUARY 2006

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ATU

LOCAL 587

# News Review



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VOL. XXIX, NO. 1

## The President's Report

# King County Healthy Incentives Program: How We Got Here.

By Lance F. Norton and Executive Board Officer Marc Auerbach

**F**act: In 2001, King County spent \$7,367 each year per full-time employee for medical benefits for a total cost of \$90 million. In 2004, the County spent \$9,811 per employee for a total cost of \$120 million (Mercer Human Resource Consulting)

**Fact:** Nationally, workers' share of health insurance costs has in-

creased 63% for single coverage and 58% for family coverage (National Coalition on Health Care).

Unless you've been living in a cave you know that health care costs are skyrocketing in the United States. You've probably also noticed that major employers have responded to increased costs by cutting benefits and making their employees pay a growing share of health insurance premiums.

A recent survey of unionized, private-sector workers showed that 65% pay premiums for family medical benefits, at an average of \$2,378 each year (Source: Labor Research Associates). Here in Washington, public employees who work for the State pay between \$516 and \$3,336 each year for family coverage, depending on which plan they choose (Source: Public Employees Benefits Board). **Similarly, City of Seattle employees pay a premium share ranging from \$334 to \$1,145 per year.** Meanwhile King County employ-

*continued on page 8*



Lance F. Norton

## ATTENTION ALL KING COUNTY METRO MEMBERS!

**URGENT: Don't miss your chance to save money on health care costs and get free, personalized health coaching!**

Under the new medical benefits package negotiated through the Joint Labor Management Insurance Committee there will be three of out-of-pocket expense levels (Gold, Silver and Bronze). If you want to qualify for the lowest out-of-pocket expense levels for medical benefits during 2007 you (and your covered spouse or domestic partner) must take the Wellness Assessment during the month of January.

**Every member should receive a letter from the County by Jan. 2nd explaining how to**

**take the assessment. If you do not receive this letter by Jan. 2nd you must call the King County Benefits office at 206-684-1556.**

More information on the Healthy Incentives Program and the Wellness Assessment is available in the Health Matters newsletter mailed to your home every month. In addition, King County Benefits staff will be present at picks during January to answer your questions. You can also get answers to lots of questions at: <http://www.metrokc.gov/employees/FAQs/FAQs.aspx>

Remember: January is the month to take the Wellness Assessment. Don't Miss Out!

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# The Month at a Glance

## Executive Board Report

December 27, 2005

The following officers were present:

President Lance Norton, Vice President Glen Travis, Financial Secretary Paul Griffin, Recording Secretary Jennie Gil, Marc Auerbach, Paul Bachtel, Chris Daniels, Alan Huston, Paul Neil, Neal Saffrin, Rick Sepolen, Brian Sherlock, Jeff Stambaugh, Deb Stenoien, Bruce Tiebout, Dee Wakenight, Mike Whitehead, Judy Young.

Ray Campbell and Joe Mangiameli were on vacation, Ninus Hopkins was out sick.

The following business was conducted:

- Motion by Paul Bachtel to set the full-time officer's salaries at the same percentages as in calendar year 2005.

- Motion by Paul Neil to donate \$1000 to ATU Local 1395 to assist with their strike efforts.

- Motion by Paul Neil to recommend taking Clint DeVoss' grievance to arbitration.

- Motion by Paul Griffin to recommend the dues increase for members employed at public transit agencies.

## Business of the Membership

At the December 2005 cycle of membership meetings the following business was conducted:

- Requests for arbitration by Brothers Dar-An Kung and Mike Whitehead were approved by the membership.

- At the Clallam County membership meeting Brother Ed Starnard was elected to the position of shop steward, and Brother Steve Biss was elected to the position of alternate shop steward.

The following members were December pot draw winners: Larry Drake at the Charter meeting, Joe Kadushin at the Morning meeting, Troy McKelvey at the JTA meeting. CTS pot draw winner was the Italian Stallion. At his request the \$25 December pot draw was rolled into the rolling pot draw. CTS rolling

pot draw of \$175.00 was lost by Irving Sonnabend. Next month's rolling pot will be \$200.00.

The following members were Turkey-draw winners:

John Wagner  
Andrew Joslin  
Paul Considine  
Dobbie Boyington  
Daniel Edminster  
Joshua Laff  
Kim Rochon  
Lori McInnis  
Brian Sherlock  
Jeff Doppmann  
John Ross  
Peder Jensen  
Warren Yee  
Richard Yount  
David Earl  
Pam Thompson  
Charlene Buckley  
Greg Prescott

## Tentative Agenda

### Membership Meetings:

**CHARTER MEETING**  
Thursday, January 5, 2006  
8:00 p.m.  
The Labor Temple, Hall #8  
2800 1st Ave., Seattle, WA

**JEFFERSON TRANSIT**  
Monday, January 9, 2006  
7:00 p.m.  
Port Townsend Rec Center  
Port Townsend, WA

**MORNING MEETING**  
Friday, January 6, 2006  
10:30 a.m.  
The Labor Temple, Hall #6  
2800 1st Ave., Seattle, WA

**CLALLAM TRANSIT**  
Tuesday, January 10, 2006  
7:00 p.m.  
Vern Burton Memorial Building  
Port Angeles, WA

### Among topics to be discussed:

Updates on grievance and arbitration, light rail negotiations, and the travel pay lawsuit; bus wrap grievance, upcoming officer elections.

Brother Clint DeVoss will be appearing before the membership to request his grievance be taken to arbitration.

In accordance with Local 587 bylaws, Article VIII, Section 1, the increase in dues shall be voted upon at the January cycle of meetings.

Proposed amendment to Article III, Section 2 of the Local bylaws will be discussed and voted on.

### Unfinished business

There is no unfinished business for January

## IN LOVING MEMORY...

*If man hasn't discovered  
something that he will die for,  
he isn't fit to live.*

— Martin Luther King Jr.

**Adam R. Tellez Lopez**, retired member, passed away December 7, 2005. Brother Lopez joined Local 587 in July of 1968 as a Transit Operator. He retired in 1995. Brother Lopez was 73 at the time of his passing.

**Peter Slisz**, Part-time Transit Operator, passed away December 6, 2005. Brother Slisz was an active member out of North

Base. He joined Local 587 in December of 1993, and worked as both Part and Full-time during his time as a member. Brother Slisz was preceded by his sister, Nancy Slisz, also a Part-time Operator. He leaves behind many caring friends and coworkers, and will be greatly missed.

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

### ATU LOCAL 587

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Transit Operator Position No. 3  
Transit Operator Position No. 4  
Transit Operator Position No. 5  
Transit Operator Position No. 6  
Transit Operator Position No. 7  
Transit Operator Position No. 8  
Vehicle Maintenance Position No. 1  
Vehicle Maintenance Position No. 2  
Vehicle Maintenance Position No. 3  
Facilities Maintenance  
Special Classifications  
Supervisors  
Clallam/Jefferson County  
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**RICK SEPOLN**  
**JUDY YOUNG**  
**NEAL SAFRIN**  
**BRUCE TIEBOUT**  
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**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 signatures, work ID number, addresses and telephone numbers that can be verified during office hours. Letters that cannot be validated will not be published. All articles/letters are subject to editing and should be limited to 350 words or less. Not all letters can be published due to space limitations. Cut off date is the 15th of each month.

Send letters to:

Jennie Gil, Editor

c/o ATU Local 587

News Review

2815 Second Avenue, Suite 230  
Seattle, WA 98121

# Garrity Rights

## (The Fifth Amendment Applies To Interrogations Of Public Employees)

By Paul J. Bachtel, Executive Board Officer

Public employees have certain constitutional rights that apply to their employment that may not apply in the private sector. In "Garrity v. New Jersey" the Supreme Court held that statements obtained in the course of an investigatory interview, under threat of termination from public employment, couldn't be used as evidence against the employee in subsequent criminal proceedings. If, however the employee refuses to answer questions after being assured that the statements

can't be used against her/him in subsequent criminal proceedings, the refusal to answer may lead to the imposition of discipline for insubordination. While the statements made may not be used in subsequent criminal proceedings, they still may be used to form the basis for discipline on the work related charge.

If a shop steward is representing a member being accused of behavior that might lead to criminal prosecution the following questions should be asked and documented,

1.) If the member refuses to answer questions can the member be disciplined for refusal to answer?

2.) Can the discipline include termination from employment?

3.) Are the answers given by this member to be used only for internal administrative purposes and not for criminal prosecution?

If the member is asked for a written statement that might lead to criminal prosecution the follow-

# Shop Stewards' Corner

ing statement should be included at the end of the report.

*It's my understanding that this report is for internal administrative purpose only. This statement is being made under protest at the order of my supervisor. It is my understanding that refusal to provide this report may be construed as insubordination and result in termination of my employment.*

# Fare Evasion Revisited

And now a fare evasion quiz by yours truly, North Base Shop Steward Andrew Jeromsky. Ready? Okay!

### Question # 1 What have I done in the last year?

- a. Filled out security incident reports every day.
- b. Circulated a flat fare petition.
- c. Submitted fare policy suggestions to this newsletter.
- d. Sat on the fare evasion committee.
- e. All of the above.

### Question #2 What has it accomplished?

- a. Nothing
- b. Not a thing
- c. Both a and b.
- d. Both a and c
- e. All of the above.

(For the answers to these questions, read on)

So can anything be done about fare evasion that is politically realistic and uses existing levels of manpower? I'll share my ideas (as usual). Everyone I've spoken to agrees that the current climate of permissiveness on the bus is eroding security for driver and passenger alike. One of the best reasons for focusing on fare evasion is that it provides a means to keep unruly passengers off the coach without violating their rights. Not everyone who cheats on their fare is a problem, but a lot of problem passengers also cheat on the fare, and that's legal grounds for arrest.

The question is how do we catch them? Maybe we don't need to.

That's right, as much as I would like to see the worst offenders gone, I would settle for having them behave themselves and politely pay their fare. And the way to accomplish this was never so clearly demonstrated to me as it was last week when I had some abusive passengers on board the 358. My final stop was at the Aurora Village Transit Center. One of our own Metro Sheriffs was there in his squad car and when they saw him, their behavior improved. They became polite and agreeable. They all paid their fare... and continued to do so for days afterwards. Yes, the effect lingered... They weren't sure if or when Officer Friendly was going to show up and offer them a free tour of the jail house. On top of that, when I asked this sheriff for some help he gave me an escort the very next day! How's that for a prompt response!

So, how would I solve the biggest passenger problem with the least amount of manpower?

1. Institute flat fares for Seniors, Adults, Youths and Disabled. At the very least eliminate the zones so that peak fare is just one fare throughout the system. Off peak fare is the same throughout both zones so this shouldn't be too hard a sell.

2. Have transit officers spend at least one day a week, at one of the major transit centers or park and rides. Escorts are great, and I hope they continue on problem routes, but at a major stop (like the AVTC) one officer could stand outside the door of at least 15-20 buses per hour, watching people pay as they enter or pay as they leave. That's a lot of bang for your personnel buck. A strong showing at the outset of a plan such as this can have a long lasting effect. By showing up on random days, passengers would never know when an officer might be watching them. While at the terminal the officer(s) in question would still be available to race to a location should the

need arise. In addition, bus drivers would have immediate access to law enforcement when present at the terminals. Drivers could ask questions, tip off law enforcement to problem locations and passengers, get advice, and, as it happened in my case, request and receive help in a timely manner, which leads me to suggestion #3.

3. Establish a direct liaison between drivers and police. I can't emphasize this enough. Drivers and police are the personnel directly 'in the trenches'. Drivers know where the problems are. The police want to catch the bad guys. It is unthinkable that drivers and cops are not sitting down together and having planning sessions. This needs to begin immediately.

4. I realize that the ride free area isn't going to go away soon, especially with the bus tunnel closed, but I had to mention the good idea circulated by many of having downtown merchants give out bus tokens to their paying customers. Stores make sales, customers get free rides home, everybody wins. The outbound routes stay pay as you leave. The obvious drawback? The backdoor would have to stay shut during rush hour. Oh well, maybe the ride free zone hours could be reduced to peak time only.

5. Outside of developing metaphysical powers that allow us to foresee the future, we, as an agency should be testing suggestions like these in pilot programs to see what works and what doesn't. These problems (fare evasion and operator security) cannot be solved on paper. They can only be worked out in real time, on the road, by the operators and the police who have trained and made it their livelihoods to deal with them.

If you've read this far and answered 'e' to both questions; congratulations, you are clearly a person of wit and discretion, marked by the keen intellect and mental prowess befitting a Metro employee. Either that or you need to find better things to do with your time.

## ARBITRATION UPDATE

1. **Kenny McCormick:** Grieved failure to follow FLSA requirements for travel time for board/report/ATL operators. Grievance being held in abeyance while issue pursued in court.
2. **Vince Lee:** Grieved improper procedure for upgrade to temporary position. Arbitration held November 8, 2005. Decision pending.
3. **Greg Mothersbaugh:** Grieved improper payment of administrative leave. Arbitrator ruled in favor of Metro. Grievance final.
4. **Sandie Olosky:** Grieved termination for alleged gross misconduct. Arbitration held November 7 and 8, 2005. Decision pending.
5. **Louise Gredig:** Grieved premature non-disciplinary medical termination. Schedule pending.
6. **Tyler Schultz:** Grieved medical termination. Arbitration held December 7th, 2005. Decision pending.
7. **Dobbie Boyington:** Grieved termination for four infractions. Arbitration scheduled for February 21 and 22, 2006.
8. **Jeff Durall:** Grieved termination for alleged gross misconduct. Schedule pending.
9. **Dar-An Kung:** Grieved work done out of classification. Arbitration approved at the December cycle of membership meetings. Schedule pending.
10. **Mike Whitehead:** Grieved violation of Lead Transit Part Specialists MOA. Arbitration approved at the December cycle of membership meetings. Schedule pending.



# 2006 Shakeups and Bids

by Recording Secretary Jennie Gil

Following is the shakeup information this office has for the upcoming year.

## METRO/KING COUNTY

### Transit Operators

#### Spring

Full-time Transit Operators pick January 9 through 19  
Part-time Transit Operators pick January 7, 8, 14 and 15  
Shakeup takes effect Saturday, February 11<sup>th</sup>.

#### Summer

Full-time Transit Operators pick May 1 through 11  
Part-time Transit Operators pick April 29, 30, May 6 and 7  
Shakeup takes effect Saturday, June 3<sup>rd</sup>

#### Fall

Full-time Transit Operators pick August 21 through 31  
Part-time Transit Operators pick August 19, 20, 26 and 27  
Shakeup takes effect Saturday, September 23<sup>rd</sup>.

### Vehicle Maintenance

#### Spring pick:

Lead pick is January 13.  
Regular pick is January 24, 25 and 26.

#### Summer pick:

Regular pick is May 16, 17 and 18.  
No lead pick unless required per contract

#### Fall pick:

Regular pick is September 5, 6, and 7.  
No lead pick unless required per contract

Effective shakeup dates are the same as for Transit Operators

Vehicle Maintenance Vacation Pick is tentatively scheduled for the week of February 27<sup>th</sup>.

### Facilities Maintenance

**Spring pick date** — Thursday, February 23, 2006  
Effective date - Saturday, March 11, 2006

**Fall pick date** — Thursday, September 7, 2006

Effective date - Saturday, September 23, 2006

### First Line Supervisors

**Spring pick** — March 28, re-pick (if necessary) on March 29. Shake-up to take effect on April 8.

**Fall pick** — September 26, re-pick (if necessary) on September 27. Shake-up to take effect on October 7.

### Special Classifications

Customer Assistance Office management indicates the pick for CARs will be in January and June of 2006. Specific dates are not set at this time.

Rider Information Specialists and RPC members will be picking in January, May, and September, according to the management in those departments. Specific dates are not set at this time.

### MV Transportation

Article 12, Section 2 (a) of the MV Transportation labor agreement states *"The Company will offer a general bid for shifts two times per year: Spring (April or May) and Fall (October or November)..."* At this time MV management does not have a schedule available for their picks as they base their picks on when they get the new service hours from Metro. Information will be printed and/or posted as it comes in.

### Seattle Personal Transit

Article 12, Section 1, Paragraph A., of the newly ratified SPT contract calls for three picks per year: midwinter, end of spring and beginning of fall. Dates of pick will be mutually agreed to in LRC, and posted as soon as they have been agreed upon. Please look for a bulletin at your work site end of January 06.

### Peninsula properties:

Please see your shop stewards for the schedule for picks for the upcoming year.

# Washington Family Leave Act (WFLA)

By Executive Board Officer Paul J. Bachtel

In the summer of 2004, Local 587 negotiated a renewed labor agreement with King County Metro. Two items were left open for either negotiated settlement or interest arbitration. One of those two items is a Metro demand for tighter requirements on sick leave medical verification. In the process of attempting to negotiate a settlement on required sick leave medical verification, it was revealed that Article 11, Section 01, Paragraph A.5, (page 52) second sentence, is no longer enforced as it may be in violation of the WFLA if the leave taken is paid leave. This language limits the amount of sick leave time an employee may use to care for an Employee's adult family member. This revelation left me wondering what other labor agreement language or Metro policies might be in violation of the WFLA.

WFLA (RCW 49.12.270 through 49.12.295) was originally passed in 1998. According to the Department of Labor and Industries website, on the Frequently Asked Questions page regarding this issue, *"The legislature recognized the changing nature of the workforce and the competing demands on families brought about by increasing numbers of working mothers, single-parent households, and dual career families. In addition, the legislature recognized that it was in the public interest for employers to accommodate employees by providing reasonable leaves from work for family reasons.... January 01, 2003 changes to RCW 49.12.265 through 49.12.295 took effect, allowing employees with available sick leave or other paid time off to care for sick family members in addition to sick children under age 18, as allowed under the original law. Under the new rules, employees may use paid leave to care for spouses, parents, parents-in-law, grandparents, and adult children with disabilities. Changes to the statute are a result of Chapter 243, Laws of 2002 (Substitute Senate Bill 6426), which was enacted in 2002. New rules were adopted and became effective January 06, 2003. They expand the family care rules, Chapter 296-130 WAC of 1988 and incorporate changes resulting from the new law.*

RCW 49.12.275 states, *"The department shall develop and furnish to each employer a poster which describes an employer's obligations and an employee's rights under RCW 49.12.270 through 49.12.295. The poster must include notice about any state law, rule or regulation governing maternity disability leave and indicate that federal or local ordinances, laws, rules, or regulations may also apply. The poster must also include a telephone number and address of the department to enable employees to obtain more information regarding RCW 49.12.270 through 49.12.295. Each employer must display this poster in a conspicuous place. Each employer must also post its leave*

*policies, if any, in a conspicuous place. Nothing in this section shall be construed to create a right to continued employment."* (The department referred to above is the Washington State Department of Labor and Industries).

Local 587's labor agreement with King County Metro briefly describes our members rights under the federal Family Medical Leave Act (FMLA) and King County Family Medical Leave (KCFML). Conspicuously missing is any reference to WFLA. It had been my understanding that the protections of WFLA were no greater than those provided by FMLA and thus need not be addressed in the King County Metro labor agreement. Obviously this is incorrect as reflected above in the limit on sick leave use to care for adult family members.

I was left wondering what other contract provisions or Metro policies might also be in violation of the WFLA? And that only raised other questions, such as:

- What about the provisions of Local 587's five other labor agreements and the policies of those employers? Might they also be in violation of WFLA?

- WFLA appears to have no required minimum length of employment or hours threshold as required in the FMLA. Does this mean employees who aren't covered by FMLA because they haven't been employed long enough and/or worked enough hours might be covered by the WFLA?

- Has Metro been terminating probationary employees for paid sick leave use that is protected by the WFLA?

- Has Metro been denying promotion to employees for sick leave use that was protected by WFLA?

- Do employees who are past the 15-day threshold to file a grievance have a viable cause for action against Metro through the courts?

- Do probationary employees who do not have access to the grievance process have a viable cause for action against Metro?

- Where is the required poster informing Metro employee's of their rights?

I distinctly recall back when wrongfully disciplined employees were vindicated because Metro had failed to implement the provisions of the FMLA. Is there a possibility we might be going there again?

The rules and regulations of the WFLA are substantially different than those of the FMLA, especially since the amendments that went into effect in 2003, and far too numerous and complex to be printed in the *News Review*. More information on the WFLA is available at <http://apps.leg.wa.gov/rcw/default.aspx?cite=49.12&full=true> and in a Department of Labor and Industries' website on frequently asked questions (FAQ).

If you are disciplined (terminat-

*continued on page 5*

## Tellers, Tellers, Calling All Tellers!

**2006 is an election year for Local 587 Officers. Teller recruitment for the upcoming election is underway. Any member interested in serving as a teller for the 2006 officer elections which will take place in May and June, please submit your name, ID, and contact information to Elections Chair Hal Poor, at South Operations, mailstop SBA-TR-0100; or at [HPoor3518@aol.com](mailto:HPoor3518@aol.com); or call 253-307-7697.**

# Travel Time Lawsuit

By Bill Clifford

A lot of Metro drivers who get relieved on the road wonder why they get paid to return to East, North or South Base in a warm, dry base car but they must walk back to Atlantic/Central or Ryerson Base for free, in all kinds of weather and possible peril. The same drivers might also wonder whatever happened to the Travel Time Lawsuit. Wasn't it supposed to fix this inequity?

The short answer is that it wasn't, then it was, and now it mostly isn't. The long answer follows.

Metro management doesn't like to pay us any more than they have to by our Contract. There are instances where the law protects more of our rights than are spelled out in the Contract--that's why we have a Savings Clause (Article 27, Section 2) in the back of the Contract. For example, we get paid for filling out paperwork at the base on the FLSA time sheet. Local 587 did not directly bargain for drivers to be paid for filling out Lost & Found tags, etc., but the Fair Labor Standards Act requires employers to pay hourly employees for most required activities. A well-informed member filed a lawsuit and forced Metro to conform with the law. The travel pay issue is similar.

## Unpaid Travel Time

If anybody knows if the discrepancy in how the Bases handle road reliefs and travel pay goes back before Metro (to Seattle Transit and Metropolitan Transit), please call or write the union office. In any case this inequitable practice goes back decades and Metro even offered to address it in the 1990-92 Contract negotiations.

In 1992, four issues holding up the already too-long negotiations were assigned to a temporary Schedule Committee. One of those issues was raised by then-Base Chief Jim O'Rourke who called it "portal-to-portal pay." O'Rourke was joined by 587 Executive Board Officers Dee Wakenight and Larry Montgomery and they worked closely with Al Geiger of the Scheduling Department. O'Rourke's concept was that the cost of sufficient Base Cars to provide all-car road reliefs at the downtown Bases would be offset by the reduced travel-time—that it would cost about the same to drive both ways as it does to pay Operators to walk one way.

Al Geiger was the expert on working with Metro's scheduling computer of that era. His rough

estimate of the cost of an all-car relief system was \$62,000 per year. However it was recognized that even this cost could be lowered by mixing in some foot reliefs for routes that passed close by their respective Bases. The hang-up was that the old computer system could not handle mixed—both car and bus/foot—reliefs at any one base. O'Rourke's final recommendations to the Labor Management Relations Committee were to purchase computer programs that could handle these mixed reliefs and then revisit the issue.

Metro was already shopping for better software and soon had it. Even though it could handle the mixed reliefs, the 'portal-to-portal pay' issue was not pursued...

## One Member Has Had Enough

...until Kenny McCormick realized that the Fair Labor Standards Act and state labor law might require Metro to pay travel time between assigned pieces of work. Brother McCormick has served as our Minority Affairs Officer and Recording Secretary and is now in Service Quality, but in 2000 he was on the Extra Board at Ryerson. His knack for seeing what other people don't has stirred up a fair amount of controversy over the years and his very terse grievance on this issue has been at the center of a lot of discussion.

Brother McCormick asked the ATU Executive Board for support on this grievance on three occasions, but they couldn't find a handle on it. Part of the problem was that a similar grievance by former ATU officers John Grendahl and Harvey Johnson had failed. Brother McCormick states that management delayed addressing his grievance for three and a half years in bad faith and meanwhile other properties were getting court-ordered base cars as a security matter (e.g. UTU in Los Angeles)

His initial concern was that Board Operators could be relieved downtown and then assigned to make a relief downtown without either being required to return to Base for another sign-in or being paid for the travel time between relief points—what we currently call "point-to-point travel time." The grievance process dragged on for years without resolution. Eventually both sides agreed that this was a matter of labor law (rather than Contract interpretation) that was not suitable for grievance arbitration.

The Local's officers and lawyers determined that Local 587 could not file a class-action lawsuit solely on its own: individual members would have to file in State court. They also determined that it would be expensive and although it could benefit many members, the financial risks would fall on those who filed. So they asked the membership to authorize the Local to pay our attorneys to file and to recruit class representatives—individuals who were affected by Metro's relief policy and so had standing in State court. In the meantime it was decided to roll the old "portal-to-portal pay" issue in with the "point-to-point pay" issue. Because "portal-to-portal" has different connotations in the mining industry which have been codified in the National Labor Relations Act, we now refer to that element of this lawsuit as "back-to-base pay."

After recruiting volunteers and gathering their statements, the lawsuit was filed in the State Superior Court of the Honorable Jeffrey Ramsdell in September of 2002, by Steve Frank, the senior partner of our main law firm, Frank Rosen Freed Roberts (Now Frank Freed Subit Thomas). Depositions (sworn statements) were taken from Metro managers and ATU plaintiffs in early 2003.

## The Settlement, Still Pending

It soon became clear that the "back-to-base pay issue" had been the subject of bargaining and that the State courts were likely to find that they should remain so, since there was little or no basis for suing under state labor law. King County (representing Metro) filed for a summary judgment in April 2004, which asked the court to

throw out our entire lawsuit. Our attorney filed a response. The court sided with Metro.

But there were clear factual disputes regarding the "point-to-point pay." The Local was able to find instances where Metro was violating the FLSA and state law and moved to reconsider the Court's summary judgement. Metro recognized that they had a liability and agreed to work out a "point-to-point" settlement if we would drop the "back-to-base" issue. Steve Frank recommended to the plaintiffs that we accept this offer and he came before our membership in the summer of 2004 to answer questions regarding the case. At that time all plaintiffs agreed to accept Metro's offer, so we did not pursue our appeal of the summary judgement.

Since then Executive Board Officer Paul Bachtel and member Jim Hermanson have been working with Metro managers to come up with a settlement amount and a mechanism to distribute the money to affected Operators. Last I heard the amounts had been calculated but no one had been paid yet. In the meantime Metro has ceased to assign unpaid "point to point" travel. "Back-to-base" pay will have to wait for another round of Contract negotiations.

Downtown Operators still have to put in for their point-to-point overtime (unlike the suburban bases, where it is calculated automatically) and they have to mind their own security. The security issue is the latest chapter in an old-old story. Management will make sympathetic noises about our concerns, but they won't do anything until the price tag for inaction gets higher than the price of the remedy we seek.

## Upcoming at Local 587

JAN. 3 through 6 - Part-time Pick Preview. Central/Atlantic Base upstairs quiet room, 8am-4pm. Check your Operations Bulletin for further information.

JAN. 3 through 8 - Full-time Pick Preview. Atlantic/Central Base upstairs classrooms, 8:30am-4:30pm. Check your Operations Bulletin for further information.

JAN. 7, 8, 14, 15 - Part-Time Operator Pick. Central/Atlantic Base. Please consult your seniority list for your pick time. **Please remember to allow enough time to walk to pick from the Central/Atlantic/Ryerson parking garage.**

JAN. 9 through 19 - Full-Time Operator Pick. Atlantic/Central Base. Please consult your seniority list for your pick time. **Please remember to allow enough time to walk to pick from**

**the Central/Atlantic/Ryerson parking garage.**

JAN. 13 - Vehicle Maintenance Lead pick. Please consult your bulletins for time and location.

JAN. 19 - Shop steward nominations open for Transit Operators and Vehicle Maintenance.

JAN. 24 - Executive Board meeting.

JAN. 24 thru 26 - Vehicle Maintenance pick. Please see your union bulletin boards for all pertinent postings.

JAN. 27 thru 29 - Northwest Conference, Phoenix, AZ.

FEB. 11 - Spring 2006 shakeup begins for Operations and Vehicle Maintenance.

FEB. 14 - Nominations close for shop stewards for Transit Operators and Vehicle Maintenance.

## WFLA, continued

ed), or denied promotion as a result of paid sick leave use, whether or not you are on probation, a review of your rights under the FMLA, (KCFML for King County Metro employees) and WFLA should be conducted to determine any possible cause for action against your

employer either through the grievance process or civil litigation. If your employer has failed to implement the provisions of the FMLA, as was done with the FMLA, is your employer wide open for claims of wrongful discipline or denial of promotion? My guess is yes.



# Letters to the Editor...

## Change in Venue for South End Retiree Breakfast

Dear editor:

At the South End Retirees Breakfast last Saturday Dec. 17, 2005 we were extremely crowded. Retired Brother Ed Carter and Sister Lisa Carter offered to arrange for us to have our monthly breakfast meetings at the Burien Elks Club. I put the offer to all thirty-two attendees and the vote to accept was unanimous.

The South End Retirees will now meet on the third Saturday of each month, **8:30am.** at the Burien Elks Lodge Restaurant, at 14006 1<sup>st</sup> Ave S. in Burien, just eight blocks north of where we have been meeting. The facility is beautiful and we know all will be pleased with the change. We will have our very own area without crowding and with plenty of activity area. There is absolutely no obligation on any one's part to be involved in any way with the Elks Lodge. Please enter via the ramp just off of the S. 140<sup>th</sup> St. entrance. Sign in at the desk in our sign-in sheet. See you Jan. 21, 2006.

*Al Ramey, President  
Local 587 Retirees Chapter*

## New York Transit Strike

Dear Editor,

The following leaflet was written by the New York branch of the Freedom Socialist Party, and is being passed out on picketlines and to the public [in the city of New York]. I want to share it with our union members, as the outcome of this strike will impact all of us.

### Support the transit workers—They're Fighting for us all!

TWU Local 100 transit workers have launched a strike that will help define the future of the U.S. Labor Movement. Their cause deserves

the support of fellow workers, riders, and all of organized labor.

### Escalating attacks on working people.

For years, the conditions of working people and the power of labor have been in decline. Real wages have fallen steadily over the past decade. We can buy less for our families, even while worker productivity and corporate profits are hitting record highs.

NYC's workers have been particularly hard hit in the past 9/11 years. While Big Business protected its pockets from financial crisis, public workers were forced to accept givebacks and pay for any gains with longer hours and short staffing. Worst of all, many unions settled contracts by abandoning older and young workers, with gutting of pension funds and huge wage cuts to future workers.

### An opportunity to turn the tide

The TWU is made up largely of people of color, immigrants and women who have taken the lead at this critical juncture. They have put their families' livelihoods on the line because they can't afford to lose their real wages and benefits, and they refuse to sell out the next generation of workers. With community and labor solidarity, we can help stop the givebacks and secure a victory for all working people.

### Defend our most basic right as workers: the right to strike!

The Taylor law was imposed in 1967 to try to make public workers toothless by outlawing strikes. What recourse do we have against dictatorial government employers and corporate greed but to withhold our power to produce?

Workers have successfully defied the state's law against public strikes, and can again. Demand an end to the Taylor Law and amnesty from penalties for the TWU and its members. Check [www.twulocal100.org](http://www.twulocal100.org) for news and how to help.

*Linda Averill, #8816  
Atlantic Base*

## Message from Taavi

Dear President Norton and my Union Brothers and Sisters,

I hope this finds all of you well. I am writing from snowy Wisconsin, where I've traded in my bus driving days for Lawyering. As some of you know I was on a leave of absence, doing my part to save Metro money, for most of 2005 until my resignation in September. I'd never enjoyed a work place as much as I enjoyed King County, so my decision to leave Metro and the ATU was an extremely difficult one.

For the past year my family and I have been living in Madison, Wisconsin where I've been remodeling our home, helping my mother deal with Lyme disease and opening up my own law practice. Madison is a wonderful, small city and is still relatively affordable for people not making lots of money. Affordability was a big reason for our decision to stay in the Midwest. We can afford our house in our quiet neighborhood. Our son can walk to school and ride his bike in the neighborhood with one or all of his 5-10 classmates who live within blocks. Unfortunately Seattle was too expensive for us to afford such a mellow and relaxed lifestyle. We figure we are saving 300 to 500 hours a year in driving time based on our son's ability to walk to a public school that is part of a district highly rated in the nation.

I've been a bus driver on and off since 1991 when I started driving school buses while finishing my undergraduate degree at the University of Wisconsin, Madison. Although I passed the bar exam here in Wisconsin and have started my legal career I am always going to be a bus driver at heart. I believe in mass transit and the ability of our society to further increase its energy efficiency through increased use and development of mass transit options. So I say go ATU!

Metro gave me a great working environment, great benefits, nice uniforms, lots of cool pins for my hat and more great bus stories than anyone should really have. All of those things made possible because of years of hard work from the people of ATU 587. People ask me about the pins and it is always a pleasure to explain to them that 3 are for safe driving, 1 is for being driver of the month, 1 is for operator 2106 killed on the job, and the other 2 are union pins that designate me as a shop steward. I will always be proud of my union brothers and sisters and their ability to maintain a healthy sense of humor and provide top-notch service under often trying circumstances.

I still have bus dreams even though I now get nervous about being in court rather than dealing with routes I am unfamiliar with

or just plain afraid to drive. Just the other night I was lost in the land of Oz with no trip card and no Book.

In order to satisfy my bus driving urges I recently connected with an organization that I worked with after college called Project Self Help and Awareness (PSA). They have been driving buses between Mississippi and Wisconsin for the past 37 years doing cultural exchange and development work. We decided to extend the season, which is usually in the summer, to help with hurricane relief efforts. We teamed with Farm Aid, and another local group called Family Farm Defenders to gather and deliver with my bus, The Mothership, supplies for displaced people in Alabama. We delivered 14,000 pounds of potatoes, cheese, meat, toiletry supplies and other needed items. It was a great experience except for a massive breakdown right after dropping off our spuds. If you know any good shade tree mechanics looking for a working vacation near the gulf coast let me know!

I hope to stay in touch and expect to be in the Northwest often since we still have lots of connections there. If you or anyone from Metro is in Madison please look me up.

*Sincerely,*

*Taavi McMahon  
Shop Steward Emeritus  
Attorney at Law  
Bus Driver*

## Shoulder Harnesses

To the editor,

At first I was going to thank you for running [Executive] Board Officer Rick Sepolen's article on shoulder harness problems. Brother Sepolen is our COPE Director and if he says he can fix this in Olympia, I believe him. All he needs is some evidence, so he asked us Operators to help him out by writing up bad shoulder harnesses and sending a green card to Safety.

There's days when my whole right arm hurts from those darn shoulder harnesses snapping tight on me when I reach for the farebox or radio handset. The heck of it is that the feds say we don't even need shoulder harnesses on our buses, it was some Metro loony's idea of improving safety. But now that we have them, federal law says we have to use them. Sure, you can get a waiver from your doctor but that's a hassle and Metro loses track of the waiver anyway. In the meantime you can get written up or even get a ticket from the police if you don't wear them.

So I figured I could help out. Sure you don't get paid for a green

### SEND IN YOUR OPINIONS

Letters/contributions must include signatures, work ID number, addresses and telephone numbers that can be verified during office hours. Letters that cannot be validated will not be published. All articles/letters are subject to editing and should be limited to 350 words or less. Not all letters can be published due to space limitations. Cut off date is the 15th of each month. Send letters to:

**Jennie Gil**  
News Review Editor  
c/o ATU Local 587  
2815 Second Avenue  
Suite 230  
Seattle, WA 98121

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not necessarily the  
official position of  
Local 587*

# Letters to the Editor...

card, but it doesn't take too long and what could it hurt? So, pretty soon I'm writing up 2 or 3 coaches every week, just minding my own business and doing my job like they tell you. Then one day my Chief is at the window, "Maynard, I got to talk to you."

He says I haven't done anything wrong but Safety thinks I'm costing somebody too much money. I'm the only one writing up these shoulder harnesses, they say and I might have written the same bus up twice. Safety wants me to try to keep track so I don't do that again. Well, OK, I think I can do that. But why not just fix it the first time?

So I think everything is hunky-dory. A couple days later I start getting my green cards back with notes on them from Safety: "No trouble found. Maintenance says this Operator is not using the shoulder harness right." I guess I'm not. I'm trying to wear it while the bus is moving. It works great sitting in the yard. Next thing I hear they are going to send a Trainer out with me for a ride check. I sure do hope it's the same Trainer that thanked me for doing all this extra work.

Then they start assigning me a special bus in the furthest corner of the yard. Everyday they check it before I get there and they tell me I got special instructions, too. "Check it before you pull out. If there's a problem, call the Coordinator and get it fixed before you leave the yard." Same problem every day. It works great in the yard. But try

driving up a hill or around a corner. If I can figure out how to drive it in service without leaving the yard, I'll lick this puppy yet.

Old Maynard might have been born this morning, but not *this* morning. So I headed out to the garage to see what the mechanics have to say. You know what? They don't mind if I write up every dang bus. If it makes it dangerous to drive, they want to fix it. And if it can't stay fixed it ought to be replaced. In fact, if they get fifty verified repairs on the same type of equipment it becomes a warranty issue.

Now the blasted thing is, it's already a warranty issue. The warranty department has been working on the manufacturer for a year to do something about these shoulder harnesses. I bet those sly old boys just say, "Well Metro, you asked for shoulder harnesses and these are your specs. We just do what you ask."

I don't see how we are ever going to fix any big problems when we can't get at the little ones like this. Metro's got it cinched up tight. If there's a problem, they stick on whoever complains like a bunch of leeches until you got no energy to squawk anymore. Then they say, look, nobody complains, so there's no problem. Anyway, Brother Sepolen, good luck in Olympia.

*In solidarity,  
Maynard N. Jackson  
Alternate shop steward*

## A.D.A. CALLING OR TERMINATION?

Seems once again Metro Management has pulled a fast one on us. They found an easy and fool-proof way to terminate an Operator over the ADA announcements or lack of them.

I received a copy of the Revised Monitoring Guidelines dated Dec 7<sup>th</sup>, 2005. Below are just a few of them and some of the problem that I see could occur.

The Operator has to announce more than 75 % [of the items on the announcement card]. Anything below 75 % will get the Operator a PR. After 3 PRs the Operator can receive a 2-day suspension. After 4 of PRs they receive a decision making leave. After 5 the Operator can be terminated. All of this is in Section 4 of the Contract. Of course, it all has to occur within one year, which is not hard to happen, if management wants it to.

Here is where I see the problems occurring for the operator.

**The Guidelines state that the Chief doing an ADA ride check has to be on the coach for 30 minutes.**

How can we be sure of the time the Chief is on the coach when they do not tell us when they get on or off? They don't identify themselves. They can say anything they wish. It's our word against theirs.

**The Guidelines state that they are to sit in the front half of the coach.**

How can we be sure where the Chief is sitting when they do not tell us when they get on so we cannot see where they are sitting? Again, it's our word against theirs.

**Scoring of announcements.**

The Operator only has to announce 2 of the listed landmarks at each street but they are not given credit for any extra announcement made. The Operator cannot change the wording on the ADA Card. The Operator cannot replace King Street Station with the announcement of Amtrak. The Chief will not credit the Operator for that announcement.

**How the Guidelines Can Go Against the Operator.**

Let's say Metro wants to get rid of problem employee but cannot find any reasonable reason for it. So, Chief "A" ride-checks Operator X and gives him/her a PR for making less than 74 % of the announcements. Then Chief "A" calls Chief "B" and request that they also ride-check Operator X. A second PR for less than 74% performance is written. This goes on until the fifth PR and then the employee is terminated without any proof that what was written by the Chief is accurate. It is our word against theirs. We lose.

**What they are missing.**

The Chiefs [doing the ADA checks] are not adjusting for coaches

*continued on page 8*

## Guest Editorial ...

# Health Care: Time for Fair Share Reform

*By Marc Auerbach, Executive Board Officer*

**T**hrough the efforts of union members over the course of many years, most ATU 587 members have access to excellent health care benefits. But around the United States millions of working people and their children do not. Many of them work for large, profitable companies like Wal-Mart.

With the cost of health care skyrocketing in recent years, even many unionized workers are having their benefits cut or being forced to choose between pay increases and maintaining their health care. One of the reasons for the increase in health care costs is the growth of large employers like Wal-Mart that do not provide affordable health care benefits to their workers.

The people who work at these companies end up needing health care, whether or not they have coverage. But they are much less

likely to get preventive care (they can't afford it!). That means they are more likely to end up in worse shape by the time they do receive treatment, and they are more likely to end up in an emergency room. This is not only inhumane, it is also very costly. And the cost ultimately gets covered by you and me and our employers in the form of higher taxes and inflated insurance rates.

Unfortunately, efforts to enact national universal health care coverage have been blocked by the power of insurance companies and the for-profit health care industry. But now a coalition of labor unions, church groups and their allies is pushing a reform that would force large companies to make a significant contribution toward health care benefits for their employees.

During the coming legislative session, the Washington Fair Share Health Coalition will sup-

port legislation to make large employers (5,000 workers or more) contribute 9% of payroll costs to health insurance for their employees or pay the difference into a state fund dedicated to health care.

We've already got health care benefits so why should we care about this legislation? Aside from the fact that it is the right thing to do, there are three main reasons this legislation is critically important to us.

First, by making companies like Wal-Mart pay their fair share this legislation will help to slow down the general increase in health care costs. It will do this by reducing the amount of uncompensated care that ends up being paid for out of inflated costs charged to people like us who do have insurance. That will reduce health care costs for employers like King County, who do provide decent health

care coverage. And that will allow the County to continue providing wages and benefits that keep pace with the cost of living.

Second, this reform will protect good jobs by making companies like Wal-Mart take responsibility for their employees' health care. Wal-Mart has been the big excuse used by other major employers in the grocery and retail industries to justify the cutting of wages and benefits. The trickle down affect of Wal-Mart-style employment practices works to diminish the quality of jobs available to people in our communities, and thereby diminish the strength of the local economy.

Finally, this reform will reduce the need to raise taxes in order to fund needed health care services for the uninsured.

Stay tuned for more information on how you can support the Fair Share health care legislation.



## President's Report, continued from page 1

ees pay **no** monthly premium, and that will continue under the new benefits plan negotiated by King County Executive Ron Sims and the County unions, including Local 587.

### Agreeing to help

In the course of these negotiations, the unions agreed to help management reduce the increase in projected 2007–2009 costs. The negotiations were not easy. There were times when we had to draw a line in the sand but, ultimately, the County and the unions worked together to develop a benefits package that focuses on reducing costs by providing incentives and services to help employees get healthier.

With this goal in mind, the County quickly implemented a number of new programs in 2005 at no extra cost to members. These included:

- 24/7 nurse line service. Members can get professional medical advice at no cost any time of day, thus avoiding unnecessary doctor's office and emergency room visits.

- Disease Management. Members with chronic conditions like asthma or diabetes get free access to professional guidance in managing their diseases, reducing complications and costs.

- Enhanced Member Outreach. Members get extra support before and after inpatient surgery in order to ensure the best medical outcome.

The Joint Labor Management Insurance Committee believes these programs, together with a couple of other innovations, could save as much as \$15 million by 2009. That still leaves another \$25 million in savings that the unions agreed to work for. That equals almost \$58 per month for each member. **We could have simply established a \$58 monthly premium and walked away.** But both sides kept to the high ground

and found a better alternative: the Healthy Incentives Program.

Under the Healthy Incentives Program we all get pretty much the same benefits package we've had for the past three and half years. But there will be three tiers (Gold, Silver, Bronze) for co-pays, co-insurance and deductibles. You qualify for the cheapest level of out-of-pocket expenses by participating in a confidential Wellness Assessment and a follow-up program aimed at helping you reduce your health care risks. This program, by the way, applies to **every** benefits eligible employee, up to and including County Executive Ron Sims.

### Here's how it works.

You (and your covered spouse/domestic partner) fill out the Wellness Assessment online (or on paper if you call to request a copy) in January. By simply filling out the Assessment you become eligible for the Silver Level. The County never sees the results of your assessment, which are subjected to strict privacy laws and contractual guarantees. On the basis of your answers to the Assessment, Harris Health Trends will assign you to the low, medium or high-risk categories.

If you are low-risk you will be asked to fill out an eight-week log of eating or exercise, which will qualify you for the Gold (lowest) level of out-of-pocket expenses. If you are in the medium or high-risk categories you will be given the opportunity to participate in an over-the-phone coaching program and an Individualized Action Plan. The coach will work with you to identify steps you can take to reduce your risk. These might be things like smoking cessation, exercise or stress reduction. If you accept three calls from the coach over 90 days and make an effort to work on your Action Plan you will be eligible for the Gold Level of out-of-pocket expenses.

## Will this really save money?

The fact is that a small number of people account for a large portion of all the health care claims, and much of the illness being treated (and the cost) is directly related to things that are at least partly in our control, like smoking and diet. The Healthy Incentives Program is designed specifically to help members defeat, manage or prevent conditions such as stroke, asthma, diabetes and heart disease, saving lives and money at the same time. It's a good idea that certainly beats simply paying more without getting any additional benefits in exchange. **Ultimately, this program is a three-year experiment—for us and the County. If it does not prove to be beneficial to our members we will simply pull the plug and start over in our negotiations for 2010.**

In addition to the Healthy Incentives Program, the County and the Unions agreed to a couple of changes in order to achieve the full \$40 million savings goal. These include increasing the cost of the emergency room co-pay to \$100 (this is waived if you are admitted to the hospital) and imposing a \$35 per month benefit access fee for spouses and domestic partners who have access to benefits with their employer but choose to be covered by the County. This fee does not apply to households in which both people are working for the County.

Does the Healthy Incentives Program solve all our health care problems? Certainly not! HIP addresses some very immediate issues but it does not necessarily get at all the underlying problems. We need legislative reforms at the state and federal level to make health care accessible and affordable for all, and we believe that management must do more to make sure our workplaces are healthy and safe. We will continue to be vigilant on these issues and we will need your support and participation in order to succeed.

## Key Concerns About the Healthy Incentives Program

**Question:** Will I have to pay more because I have a chronic illness or because I'm overweight?

**Answer:** NO. Your out of pocket costs are not determined by your health status. They are determined by your participation in the Wellness Assessment process. You will not be penalized for your health status.

**Question:** Will the County see my Wellness Assessment?

**Answer:** NO. The Wellness Assessment will be administered by an outside vendor, and by law and contract, the County will not have access to any of the information you provide. The Healthy Incentives Program will work much like your current medical benefits. When you go to the doctor the County pays the claim but they are not allowed to know anything about your diagnosis or treatment and the medical provider is required by law to keep your information confidential.

### Recap

No one is forced to take the Wellness Assessment, it is a choice. The choices you make in 2006 as far as your level of participation will determine your out-of-pocket medical expenses in 2007. Refer to the most recent copy of the Health Matters newsletter the County sent you at home, it outlines the different levels of out of pocket co-pays and deductibles. You can choose to take no action, and the Bronze out-of-pocket expenses are what you will pay in 2007. You can choose to take the assessment and you can do no worse than the Silver level should you decide not to follow up. To go for the Gold, take the assessment and follow up with your individual action plan. The Gold means no additional out-of-pocket expenses for co-pays and office visits from the current benefit package.

Regards to all.  
Be Safe...  
LFN

## Letters to the Editor, continued

that may be standing room only; that the people on the coach are talking over each other and announcements can't be heard; that there may be an All-Call in progress which will not allow the PA to work. They do not take into account that a passenger may be talking to the Operator at the stop. I have been told by my Chief that the Operator is to wait at the stop, block other coaches and hold up traffic if necessary until they can make their announcements. It appears they are not worried about passengers making connections for the train or other buses.

If your PA is not working, they expect you to announce the stops by yelling so that the people in the front of the coach can hear you. But if the Chief is sitting in the center of the coach (as required by the Guidelines) can they be sure you are not making the announcements? People may be standing in front of them at times, the coach may be full or loud. You would have to turn your head

to the right to make the announcements without the PA. How safe is that while driving up 4<sup>th</sup> Avenue during rush hour traffic?

Want to put an end to their fun? Don't give them the satisfaction of termination. Make your announcements. If the PA is not working properly or you have to use rubber bands to hold the microphone in proper position, BO the system. Every time, without fail.

Here is what I have decided to do. I am submitting an Operator Request for microphones any time they hit my steering wheel or hand while driving. If I have to use rubber bands to hold up the microphone, I am submitting an Operator Request. Then one week later, I am checking on status of my ORs, and if needed, taking pictures of the microphones, and sending them to OSHA. Let OSHA decide if rubber bands breaking and hitting an Operator in the eye while driving,

or microphones hitting the steering wheel while we are turning a corner is safe.

*Hal Poor, Shop Steward  
South Base*

## Email News List

*Dear Editor,*

I recently began an email news list focusing on union and employment issues particularly effecting part-time transit operators. This is a moderated news list issued monthly with periodic news alerts. It is an individual endeavor and should not be construed to speak for the Union or any of its representatives. Any interested union member is encouraged to subscribe. To do so, send an email to [atuparttimenews@comcast.net](mailto:atuparttimenews@comcast.net) with SUBSCRIBE in the subject line, and name, ID, and base in the text body. Hope to hear from you!

*Katherine Eckhardt  
North Base*

## MERAA

(METRO EMPLOYEE'S RECREATIONS ACTIVITIES ASSOCIATION)

MERAA would like to thank everyone who came out on Saturday, December 3, 2005, for our annual Holiday Party, held at the Sea-Tac Hilton. We would also like to congratulate the entire door prize winners. An extended thank-you to the Local 587 Executive Board, all Metro Employees, and their families for supporting our many actives throughout the year.

MERAA wishes everyone a Safe and Prosperous New Year!

For more information on upcoming Meraa Events please contact our Web site at [www.Meraa.org](http://www.Meraa.org), or call the Hotline number (206)684-1978.





Paul L. Griffin

*The Financial Secretary's Report*

# A Sad Day in Seattle

By Paul L. Griffin, Financial Secretary/Treasurer

Friday November 18, 2005 is a sad day for Seattle. That's the day the Waterfront Streetcar took its last trip. It seems the Seattle Art Museum wanted an outdoor statue park and the presence of the streetcar repair barn was in the way and not consistent with the atmosphere of a "statue park," so it had to go.

Paige Miller, formerly a Port of Seattle Commissioner, had made arrangements to extend the tracks north and build a new car barn but that great idea got trumped by a developer in Pioneer Square area. In "partnership" with the City of Seattle and King County Government the developer is going to get a "car barn" with automobile parking, storefront shops and living quarters. What a great idea. Combine living quarters with noise and fumes from paint and welding at all hours of the day and night. The residents will surely enjoy the atmosphere!

Meanwhile, down at the statue park you can bet that homeless

and addicts will find a new place to "visit" out of general public view. Perhaps the culture of being in the presence of art will rub off and they'll be better citizens.

The last trip was under the command of Richard Yount. Richard retired shortly after his "last trip". He had joined Local 587 in May of 1979 and last worked at Ryerson Base, (thus the Street Car). Somehow it was a fitting crown jewel in his long career.

All day long TV reporters and the press had been taking trips and filming the last day of service. At the conclusion of the last trip there was a "wake" in the streetcar barn. It was well attended by not only current employees but also retirees and former Metroids. The pictures capture the images of the last trip but cannot convey the sadness shared by Metroids and the public who came down for one last ride. A Sad Day Indeed.

P.S. The story is that the closure is "temporary" for two years.

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*The pictures capture the images of the last trip but cannot convey the sadness shared by Metroids and the public who came down for one last ride. A sad day indeed.*

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Meanwhile I've heard mutterings that we should wait to re-open the street car until *after* the viaduct is "fixed." Anybody want to take

bets on that? Fortunately most of the laid off conductors have been re-assigned via the job search program.



Financial Secretary Paul Griffin sneaks an opportunity to play out a childhood fantasy.



Brother Richard Yount, the last Motorman to take the Waterfront Streetcar down the tracks.

## Point

# Are You Fairly Represented On Your Union Executive Board?

## A Question of Fairness for Part-Time Drivers

The executive board of our union is composed of seventeen officers elected from the rank and file of our Union. ATU 587 represents a number of specific work classifications, work locations and companies in and out of King County. The executive board has positions reserved for each... Equal voting power, (i.e.: each board member represents the same number of workers), is not the intent of the board composition. Some classifications are so small compared to the overall membership that they can only get fair representation by having a board position reserved for them. Other groups are so large that equal voting power could easily override the votes of the others. So it is an imperfect balance of fairness.

Ideally each board member brings their particular knowledge to the table and educates the others, and is equally obliged to become informed on issues affecting the others. The board members weigh the issues and cast their votes to advance the working conditions of all classifications, not just those that advance the causes of their own.

In the past year a number of issues that seriously impacted the conditions of the part-time operator work force reached a boiling point. As a result of these issues a group of operators began a dialogue diagnosing what is happening and why? From this, we asked ourselves if the part-time work force is fairly represented

on the executive board.

The best answer we have is that it depends on who is sitting in the operator positions. If all eight driver positions are held by full-time operators, then the answer is no, we are not represented. Conversely, if all eight positions are held by part-time operators, then the reverse is true, full-time operators are not represented. Though that is the extreme and rarely, if ever, happens it is a possibility with the way the by-laws are now written regarding the operator executive board positions.

At the December charter meeting Katherine Eckhardt made a motion to change the by-laws from the current language that mandates eight positions be held by operators in general, to new language that mandates two positions be held by part-time operators and six positions be held by full-time operators. This motion was made with the rationale that part-time operators are their own, separate but equal work classification. This conclusion is based on two facts; 1. part-time operators have a separate and specific section in the contract, 2. part-time operators have to resign, (i.e.: quit their part-time position and lose a significant amount of vacation and sick time accruals) in order to be rehired as a full-time operator.

This by-laws change addresses the issue of fair representation on the executive board. It is not a personal affront to the current board members and it does not arise out

of an attempt to quibble or divide the full time and part-time ranks. It is simply a matter of recognizing equal, but different status.

Perhaps with two part-time operators sitting on the board, issues that singularly affect them can be brought to the attention of the whole as they begin to simmer, not after they have reached a full raging boil.

The motion is an important issue of democratic process and structure and demands a large participation in the debate and ratification... At the meetings the motion will be opened for floor debate and voted on. Passage of this by-laws change will require two-thirds favorable vote from those present. Any and all members who feel this a fair and equitable motion are encouraged to come to the next meetings and participate in the process. This is an issue that addresses the democratic structure of the board and it will be an interesting and lively debate.

Some will argue that it limits the part-time work force to only two positions and therefore can exclude qualified candidates from running. However, this argument can be applied now to any of the work classifications. There are a limited number of positions held by all classifications. The limit does not exclude individuals from running it only limits how many of the candidates will win.

Others will wonder what could happen should a part-time board member go full-time during the

three-year term. Our Union by-laws already cover this problem by requiring an officer who moves out of category to resign their board position. The vacancy is filled by a board election until the next general election. Will this cause a revolving door of part-time board members? Not if we draw up one extra qualification for part-time candidates; that they are not on the full-time list or, they are a predetermined seniority distance away from the top of the full-time lists.

Another argument will be that there may not be enough interested and qualified candidates to fill two part-time positions. As proof it will be suggested that more part-time operators could run now.

However, two positions specifically held for part-time operators could actually inspire and motivate more participation from individuals who may otherwise be intimidated to run head to head against candidates with much higher seniority.

No matter what pros and cons are presented, the next two meetings at the Labor Temple on January 5<sup>th</sup> at 8 P.M. and January 6<sup>th</sup> at 10:30 A.M. are sure to be fascinating and educational. If this will be your first meeting your in for a good one. Please be sure to come and bring your wits with you.

*Lori McInnis (Central Base)*

*Katherine Eckhardt*

*(North Base)*

*Lyn Baggett (Atlantic Base)*

## Why I Proposed a Bylaw Change

Part-Time Transit Operator is a distinct classification, a classification separate from Full-Time Transit Operator. Both King County Metro and ATU 587 recognize these distinct classifications. The agency hires a new employee into a job position titled Part-Time Transit Operator. In order to become a full-time operator the employee must first make application for the new job classification of Full-Time Transit Operator. When accepted the employee is required to resign their Part-Time Transit Operator position and be hired into the new classification of Full-Time Transit Operator. They remain separate work classifications.

The Union contract reflects these distinct classifications by maintaining separate articles, XV and XVI respectively, for full and part-time operators much in the same manner it maintains separate contract articles for vehicle maintenance

(XVII), facilities maintenance (XVIII) and other distinct worker classifications. Additionally, the Union maintains separate seniority lists for full and part-time operators and holds separate picks for the same. In doing this, the Union recognizes the distinct nature of each classification.

The Union Executive Board is the elected representative for each of the various work classifications. The executive board positions are organized according to work departments. The transit operations department is allotted eight executive board officers positions.

Prior to the introduction of the part-time workforce executive board officers representing operators, by default, represented full-time operators. With the introduction of part-time operators representation of that classification fell to the established Executive Board Transit Operator positions and has remained thus from that point on.

Over twenty-five years have past since the part-time workforce was created. Part-Time Transit Operators constitute upwards of 45% of the operator workforce, a significant portion of Union membership. Both as a holding position until full time employment and, for many union brothers and sisters, a career unto itself the part-time operator has become an integral part of transit operations and a well-established classification represented by ATU 587.

Yet, the language of the local bylaws providing representation for two distinct work classifications remains ambiguously grouped under the sole position of Executive Board Transit Operator. This representative position, created prior to the introduction of a second classification of operator does a disservice to both classifications.

It is my contention representation for the separate classifications of Part-Time Transit Operator and

Full-Time Transit Operator must be reflected in the structure of the executive board. Representatives for each classification should be elected from that classification. Part-time operators should represent part-time operators and full-time operators should represent full time operators. Separate classifications require separate representation. The executive board transit operator position needs to reflect these separate classifications. There needs to be distinct executive operator positions for both part and full time operator classifications.

As the author of this bylaw proposal I urge you to attend the January Charter Meeting and/or the Friday morning meeting, discuss the issues, and if favorably inclined, vote yes for fair executive board representation.

*Katherine Eckhardt, #7852*

*North Base*

## Counter Point

## A Bad Proposal

By Recording Secretary Jennie Gil

Last month a proposal to change the bylaws was submitted by Sister Katherine Eckhardt. The proposal is aimed at changing the composition of the Executive Board by designating two of the eight Transit Operator positions as specifically for Part-time Transit Operators. That proposal will be discussed and voted on at the January cycle of membership meetings.

Sister Eckhardt and long-time Part-time Operator Lori McInnis, have submitted for you their points in support of this proposed change. I would like to respond, and submit to you a sort of point-counterpoint. May this lend to the atmosphere of lively, informed debate both Sisters Eckhardt and McInnis speak of in their pieces.

## Classification vs. Department

Both Sisters Eckhardt and McInnis present that Part-time and Full-time Transit Operators are separate classifications. They give a number of examples to make that point, including that Part-time and Full-time Transit Operators have distinct and separate picks, distinct and separate seniority lists, and distinct and separate articles within the Labor Agreement. They liken that to the differences between Vehicle Maintenance and Facilities Maintenance.

What both Sisters Eckhardt and McInnis are failing to see is that Vehicle Maintenance and Facilities Maintenance are not classifications in and of themselves. They are **departments**. In fact, within Vehicle Maintenance there are 31 separate and distinct **classifications**. Facilities Maintenance boasts 20 separate and distinct **classifications**. The only thing the members within each of these two **departments** share is articles in the contract.

In fact, Transit Operators are completely different from the two maintenance departments in that

the only way to become a Full-time Transit Operator is to start out by being a Part-time Transit Operator. In either Vehicle Maintenance or Facilities Maintenance, most of the different classifications are not "career paths" to others.

## Different Issues, Same Representatives

The justifier for this bylaw change is that the issues between Part and Full-time Transit Operators are distinctly different and therefore require separate representation. Yet within both maintenance departments the issues for each separate classification are also very different. Upholsterers have different issues from Utility Service Workers. Yet they have adequate representation in the form of three Vehicle Maintenance Executive Board Officers, none of whom came from either of those classifications. In Facilities Maintenance, one Executive Board Officer does a mighty fine job of representing those 20 separate and distinct **classifications** in his article of the contract.

Furthermore, we have two Executive Board Officers who provide representation to members within **totally different bargaining units**, which means totally different agencies, employers, policies, working conditions **and labor agreements**. In fact our Board Officer on the peninsula, Joe Mangiameli, represents a paratransit service unit, service which he has never operated. Yet he has successfully negotiated some pretty darn good contracts for all three of the properties that he represents.

## More Similar than Different

This disparity of issues between the classifications represented by other Board Officers does not exist for the Transit Operator reps. As of the last seniority list produced for

the 2006 Spring shakeup, there are 102 Full-time Transit Operators hired before the classification of Part-time was introduced at Metro. That means that roughly 93% of all Full-time Transit Operators were Part-time first. In this Administration, **every** Executive Board Officer Transit Operator Representative who is Full-time **was a Part-time Operator first**. They know and understand Part-time Operator issues **because they lived them**. That is most definitely **not** the case for the other Board Officers.

And if that stat isn't good enough for you, while I regularly move Part-time Operators to the Full-time list, I also just as regularly move a small handful of Full-time Operators back to the Part-time list. Every shakeup. Full-time Operators returning as Part-time after retirement is also a regular occurrence. To think that anyone who is currently an Executive Board Officer and also a Full-time Transit Operator would not properly represent a classification to which they may someday return, is folly.

## A Reduction in Representation

My chief concern is over representation without election from one's constituency. Sister Eckhardt correctly points out that the bylaws provide a mechanism by which to replace a member of the Executive Board who vacates a position for whatever reason. She is also correct that if a member is promoted out of the classification or department that they are representing, that they must vacate the Executive Board position which they are holding. And therein lies the problem.

The turnover within the Metro Part-time Transit Operator classification is very high, much of it due to promotion to Full-time. The bylaws require that if an Executive Board position is vacated it must be filled by appointment from the remaining Board members. Given

the number of people who promote from Part- to Full-time, it is not outside the realm of reality that at least one, if not both, Part time Transit Operator Representatives could, within the course of one term, be board appointees instead of duly elected by those members whom they represent.

Sister McInnis suggests a possible solution to this problem by introducing additional election requirements, such as a seniority floor or a promise to forgo a promotion to Full-time should a candidate be elected to the Part-time Rep position. That, to me, seems to go against her claim of this proposed change inspiring and motivating more participation. Limiting the position to someone who is not interested in being Full-time, or who is willing to suffer the negative impact of holding off on Full-time for three years and incurring that loss in seniority seems anything but inspiring and motivating to me. In fact, it seems more like an outright penalty.

But it is also illegal. The Department of Labor regulations prohibit such restrictions for union office, which is why the Local had to let go of the meeting requirements that were once required for candidate eligibility. Which means the International would never approve such an eligibility requirement. Which leaves us back to the potential of a "revolving door" position.

It is my considered opinion that the representation on the Executive Board for Part-time and Full-time Transit Operators is quite fair. All of the current Board Officers representing Transit Operators have been or are Part-time and therefore there is more than adequate experience covering both classifications. It is my considered opinion that the proposed bylaw change is not in the best interest of those it is meant to better represent. And given the limitations proposed to go along with it, it leaves me wondering just who that is.

## A Good Idea, A Bad Proposal

By Executive Board Officer Bruce Tiebout

I am currently the only member of Local 587's Executive Board who is a Part-Time Transit Operator at Metro. While I like the idea of more Part-Time Transit Operators on the Executive Board, the current bylaw proposal is not the way to do it.

Since Part-Time Transit Operators currently represent 37.8% of the Transit Operators, why should the Board representation be LIMITED to 25%?

To the best of my knowledge, there have been eight Part-Time Transit Operators who have served as Transit Operator Representatives. One of them became a Full-Time Transit Operator while on the Board. Under this bylaw proposal, 12.5% of all Part-Time Transit Operators who served as Representatives would have had to RESIGN from the Board when he went full-time.

Transit Operator Representa-

tives also represent Waterfront Streetcar Conductors, the Operations Security Liaison, and Revenue Coordinators (see Bylaw Article III, Section 2, paragraph b). Would these Classifications be represented by the Full-Time or Part-Time Transit Operator Representatives? What about On-Call or Part-Time Waterfront Streetcar Conductors (should they return)? This is not addressed in this bylaw proposal.

Should only the two Part-Time Transit Operator Representatives be the two Board Representatives who work the Part-Time Pick?

The problem is not that there aren't Part-Time Transit Operator specific Executive Board positions, but that not enough Part-Time Operators choose to run for the Board.



# Grievance Arbitration Assessment for 2006

By Paul L. Griffin, Financial Secretary/Treasurer

Once again it is time to discuss the Grievance Arbitration Assessment. This is an annual event as required by our ATU International Constitution and Local bylaws. There is a separate presentation of all the Grievance/Worker's Compensation expenses itemized by member. The total of year 2005 expenses was

\$249,099.92. According to the International Membership Report for December 2005 we had 3868 active members. Dividing and rounding down to an even number the assessment per member to be taken in the year of 2006 will be \$64.40. This will be assessed in two pieces. For the members employed by Metro, the first half will be taken on the

paycheck issued on January 12th and the second half will be taken July 13th. Each half will be \$32.20. For those members working at the smaller transit providers the assessment will reflect their payday patterns.

For the sake of discussion the two Metro paydays when the assessment is taken are the "first pay-

day following a five Friday month where the fifth Friday is preceded by a payday." This sounds complicated, however, with twenty-six paydays on a bi-weekly schedule there are two that are out of phase. And this language describing the "free" paydays has served us well for a long time.

## Jan - Dec 05

Executive Board Officer	
Wages Paid	8,801.27
Rank & File Member Wages Paid	2,464.99
Total Time Loss Paid	11,266.26

## Attorney Fees Paid for Workers Compensation

Kirkpatrick, Kelvin L&I	202.33	Cotterill, Chuck L&I	3,482.82	McGuire, Patrick L&I	875.96
Reyes, Jocelyn L&I	367.27	Diehl, Robyn L&I	262.33	Mathis, Porter L&I	187.43
Brownsfield, B.J. L&I	762.59	Donalds, Catherine L&I	182.00	McKinion, Booker L&I	224.62
Anderson, Gerald L&I	932.28	Farr, C.J. L&I	778.73	Murphy, John L&I	3,372.25
Edwards, Tom L&I	1,135.45	Freeman, Alan L&I	2,442.69	Naylor, Terrie L&I	219.48
Randal, Anders-Potter L&I	734.17	Gilge, Sharlene L&I	2,784.80	Norris, Glen L&I	119.70
Booker, Don L&I	1,588.33	Gredig, Louise L&I	3,481.54	Palmer, Ralph L&I	1,292.43
Auerbach, Mark L&I	1,204.02	Good, William L&I	1,203.38	Roff, Frank L&I	2,618.93
Schwanke, Barbara L&I	1,750.87	Griffin, Ron L&I	1,357.49	Ruth, Glenn L&I	196.00
Arnold, Roger L&I	0.00	Huff, Sandra L&I	1,516.91	Santos, Romulo L&I	164.62
Aragon, Francis L&I	224.00	Hunt, Luther L&I	752.12	Schwarz, Claire L&I	1,732.45
Brooks, Liesl L&I	670.79	Sandhu, Baldev L&I	21.00	Sutphin, Neil L&I	375.53
Bader, Lynn L&I	968.45	Huse, Darrell L&I	273.62	Wakenight, Dee L&I	664.28
Bateson, Roger L&I	1,887.07	Jacobson, Pete L&I	120.44	Wells, James L&I	70.00
Browning, Cynthia L&I(Wotipka)	1,296.25	Kearns, Matt L&I	49.00	Wilson, Diana L&I	605.62
Burr, Michael L&I	43.62	Kelly, Michael L&I	1,653.76	Zabolusky, Gary L&I	82.70
Calija, Mark L&I	6,004.68	Kendrick, Al L&I	1,660.04		
Cole, Michael L&I	294.64	Kirschnick, Ernest L&I	1,089.01	Total Worker's Compensation	55,980.49

## Attorney Fees Paid For Grievance Arbitration

Durall Arbitration	135.00	Hermanson Arbitration	1,369.49	Roberson Arbitration	32,963.05
Boyington Arbitration	495.00	Delgado Arbitration	1,942.50	Clifford Arbitration	90.00
Schultz Arbitration	7,107.11	Young Arbitration	62,128.50	Stanback Arbitration	9,274.51
Muthersbaugh Arbitration	9,075.00	LaVigna Arbitration	285.00	Lee Arbitration	3,395.00
Olosky Arbitration	12,962.92	Redler Arbitration	1,245.00	Griffin Arbitration	14,698.28
Richardson Arbitration	1,817.00	Granquist Arbitration	6,255.00		
Freeman Arbitration	7,204.00	Gendron Arbitration	8,294.89	Total Grievance Arbitration	180,737.25

Total Attorney Fees . . . . . 236,717.74  
Total Time Loss Paid . . . . . 11,266.26  
Direct Material Expense . . . . . 1,115.92

Total Of All Assessable Expenses . . . . . 249,099.92

# Annual Dues Increase

By Financial Secretary Paul Griffin

The Local bylaws provide in Article VIII "Dues and Assessments", Sect 1: "The dues for each member of Local 587 shall be based upon two (2) times the average hourly wage for represented employees in effect on January 1st of each year. (The average hourly wage shall be computed by adding the top hourly wage of the lowest and highest

represented job classifications, and then dividing this figure by two (2).) Any increase in the dues based on this average hourly wage will be subject to the approval of membership at the regular January union meetings."

Our success in the last negotiations, which includes equity adjustments and C.O.L.A., brought the top hourly wage to, currently,

\$39.62 per hour for Schedule/Planners at Metro. The lowest paid represented position is Customer Service Representative at Clallam Paratransit, at \$10.19 per hour.

Summing and dividing by two yields union dues of \$49.80 per member per month. This dues rate applies to all members employed by public employers in job classifications represented by ATU Local

587. Those members employed by private employers, our Paratransit members, have bylaw language that provides a slightly different calculation.

If approved by the membership at the January cycle of meetings, the new dues rate will take effect February 2006.