The President’s Report

by Lance F. Norton

An Underwhelming Mandate

The ATU Locals, especially here in the Puget Sound area, stay in touch with each other. Regardless of size, we have so much in common. One example being Sound Transit contracts work to King County Metro, Pierce County, and Community Transit (who sub contracts to First Transit). Community Transit and Everett Transit were in a battle recently over Bus Rapid Transit which it now looks like C.T. and Metro will be sharing.

I speak to all the Union Presidents in the other five locals in Western Washington quite frequently. The following is from conversations with one of those local Presidents on Friday July 11th and Sunday July 13th. This is that conversation as best as I can recall.

LFN: Lance Francis Norton
OUP: Other Union President
Friday 4:30pm incoming call to LFN:

OUP: “Hi…how ya doing?”
LFN: “Good, how are you?”
OUP: “Good, how have your SPT contract ratification vote tomorrow?”
LFN: “Yes, from 8 am to 6 pm.”

OUP: “What’s your feeling?”
LFN: “I am pretty optimistic. It is a one year contract with decent wage increases a cross the wage progression table.”

OUP: “Why only a one year contract?”
LFN: “SPT was awarded a 5 year contract with Metro to continue Para Transit Service. They wanted to negotiate a 3 year contract with us but wages only for one year then a wage reopener after the first year. I felt if we agreed to this and after a year we come back to the table and they say “sorry we don’t have any more money to increases wages” then we’re stuck with 2 years remaining and a struggle to get some wage increase. They wanted to increase the starting wage because they had hiring problems hiring operators at the starting wage of $11.82.”

OUP: “They do it by hours worked. So a full time driver hits top wage at 10,000 hours. That equates to about 5 years.”
LFN: “OK…for example, current starting wage is $11.82 going to $13.25 a 12% increase, the one year goes from $12.17 to $13.50 a 11% increase, $12.52 to $13.85 a 10% increase, $12.87 to $14.00 a 9% increase and so on up the pay scale to a current top wage of $16.47 going to $17.50 which is a $1.03 raise. All wages across the board average out to over 7.2% which our negotiating team felt was pretty decent.”

OUP: “Did they get a signing bonus?”
LFN: “No, we got retro pay. Three years ago in the last contract all members received a $200.00 signing bonus. This time we insisted on retro pay. All members depending on how many total hours with SPT will receive a check on July 22nd. The checks range from the newest employee on the payroll as of June 1st 2008, which is when SPT was continued on page 14
Executive Board Report
July 28, 2008

All officers were present except Neal Safiri who was on vacation; and Brian Sherlock and Chris Daniels who were absent.

The following business was conducted:

- Motion by Rick Sepelen to recommend the membership amend Articles III, IV, V & VI of the bylaws of Local 587.
- Motion by Lisa Thompson to recommend the membership amend Articles IV, Section 4 of the bylaws of Local 587.
- Motion by Paul Neil to recommend the membership amend Articles X of the bylaws of Local 587.
- Motion by Paul Neil to recommend the membership amend Articles VI, Section 6 of the bylaws of Local 587.
- Motion by Paul Bachtel to establish 2009 Prime-time Vacation Periods for Transit Operators for Periods 21 through 35 & Period 51.
- Motion by Paul Neil to authorize the expenditure of up to $10,000.00 for expenses related to the organizing of Vooila.
- Motion by Linda Anderson to authorize spending up to one-thousand dollars ($1,000.00) for specially made armbands for our members to wear in solidarity with laid off access drivers.

Tentative Agenda
Membership Meetings:

CHARTER MEETING Thursday, August 7, 2008 8:00 p.m.
The Labor Temple, Hall #8 2800 1st Ave., Seattle, WA

JEFFERSON TRANSIT Monday, August 11, 2008 7:00 p.m.
Port Townsend Rec Center Port Townsend, WA

CLALLAM TRANSIT Tuesday, August 12, 2008 7:00 p.m.
Vern Burton Memorial Building Port Angeles, WA

Among Topics to be Discussed:
- Grievance and arbitration update
- Sound Transit subcontracting work
- Bylaw proposals to discussed and voted upon

Unfinished Business: None

Letters to the editor
Letters/contibutions 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 that meet the requirements for publication 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 will be unprintable by the Recording Secretary and forwarded to the Executive Board for final decision to publish. Send letters to:
Paul J. Bachtel, Editor c/o ATU Local 587 News Review 2815 Second Avenue, Suite 230 Seattle, WA 98121

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

Arbitration Update
2. 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. Scheduled November 13, 2008.
3. Derek Harris: Grieved cross classification work in King County Metro Vehicle Maintenance. Schedule Pending.
5. Bill Wallace: Grieved Metro’s failure to observe the long-standing practice of having a Local 587 member present when a vendor works on a Metro coach. Scheduled in August.
6. Sandra Fangan-Ross: Grieved failure to assign work within proper sequence. Schedule pending.

Business of the Membership
At the July 2008 cycle of membership meetings the following business was addressed:
- The membership voted to pursue the grievance of Sandra Fangan-Ross to arbitration.
- The following members were July pot draw winners: Bruce Tiebout at the Charter meeting, Stephanie Ponder at the Morning meeting, Greg Prescott at the JTA meeting, Ken Milliser at the CT5 meeting. CT5 Rolling pot draw of $175.00 was lost by Jerry Rankin. Next month’s rolling pot will be $200.00.

In Loving Memory…
“For certain is death for the born
And certain is birth for the dead;
Therefore over the inevitable
Thou shouldst not grieve.”
—Bhagavad Gita (250 BC - 250 AD)
T
he Employee Free Choice Act is the most important piece of legislation in 70 years. It is designed to ensure worker’s freedom to form unions and bargain for better wages, benefits and working conditions. Most people in this country assume that we already have this freedom. However, a new 2007 study affirms that illegal firings of activists has increased and is a significant factor in the overall decline in union membership. The system is broken and it will take a strong campaign from American working families and our elected representatives to fix it.

“Starting at the end of the 1970s, American employers can engage in the systematic and widespread use of illegal firings as a strategy to undermine the success of campaigns for union representation,” reports the non-profit Center for Economic and Policy Research. Cornell University scholar Kate Bronfenbrenner studied hundreds of organizing campaigns and found that:

• Ninety-two percent of private-sector employers, when faced with employees who want to join together in a union, force employees to attend closed-door meetings to hear anti-union propaganda; 90 percent require supervisors to attend training sessions on attacking unions; and 78 percent require supervisors deliver anti-union messages to workers they oversee.

• Seventy-five percent hire outside consultants to run anti-union campaigns, often based on mass psychology and distorting the law.

• Half of all employers threaten to shut down partially or totally if employees join together in a union.

• In 25 percent of organizing campaigns, private-sector employers illegally fire workers because they want to form a union.

Even after workers successfully form a union, in one-third of the instances, employers do not negotiate a contract. Can you imagine a CEO agreeing to work without a contract that guarantees pay and benefits? It would never happen. But when companies prevent workers from forming unions, that’s exactly what they’re making employees do: work without any assurance of pay and benefits. If we succeed in winning election campaign and elect friends of working families, next year we can enact the Employee Free Choice Act, which would:

• Establish stronger penalties for violations of employee rights when workers seek to form a union and during first-contract negotiations.

• Guarantee that workers can choose union representation by signing cards authorizing union representation.

• Will guarantee that the newly represented workers will have a contract by providing mediation and arbitration for first contract disputes.

Joining together in a union to bargain for better wages, benefits and working conditions is the best opportunity that working people have to get ahead. Today, for many working families, good jobs are vanishing and health care coverage and retirement security are slipping out of reach. Only 38 percent of the public says their families are getting ahead financially and less than a quarter believes the next generation will be better off. But workers who belong to unions earn 30 percent more than nonunion workers. They are 62 percent more likely to have employer-provided health coverage and four times more likely to have pensions.

It is any wonder that a powerful network of anti-union employers, conservative business associations, industry lobbying groups, and rightwing policy centers and policymakers are trying to shut down choice in the American workplace? At the same time, a growing, bipartisan coalition of policymakers supports the Employee Free Choice Act. Only a small handful of Senators prevented it from becoming law in 2008 by a tiny margin. Senator John McCain voted against the Employee Free Choice Act, and voted for it.

Senator John McCain voted against the Employee Free Choice Act YOU DECIDE. Vote on Aug. 19th and Nov. 4th.

A message from your union, Amalgamated Transit Union, Local 587.

For more information visit the Washington State Labor Council web site: www.wslc.org

Employee Free Choice Act

By Neal Safrin, Executive Board Officer and Local 587 Coordinator for Labor Neighbor

Joining together in a union to bargain for better wages, benefits and working conditions is the best opportunity that working people have to get ahead. Today, for many working families, good jobs are vanishing and health care coverage and retirement security are slipping out of reach. Only 38 percent of the public says their families are getting ahead financially and less than a quarter believes the next generation will be better off. But workers who belong to unions earn 30 percent more than nonunion workers. They are 62 percent more likely to have employer-provided health coverage and four times more likely to have pensions.

It is any wonder that a powerful network of anti-union employers, conservative business associations, industry lobbying groups, and right-wing policy centers and policymakers are trying to shut down choice in the American workplace? At the same time, a growing, bipartisan coalition of policymakers supports the Employee Free Choice Act. Only a small handful of Senators prevented it from becoming law in 2008 by a filibuster. All workers should have the freedom to decide for themselves whether to form unions to bargain for a better life.

ATU Local 587 is currently engaged in an effort to organize paratransit workers and assist them in bargaining for a living wage, job security, and increased benefits.

The passage of the Employee Free Choice Act will greatly assist us in our current organizing campaign and those campaigns in our future. This is one of the many reasons that both our local and international unions are strong supporters of the Labor Neighbor campaign.

Labor Neighbor is the grassroots member-to-member political education program that WORKS! In 2008, more than ever, union members can change the course of the election by volunteering, visiting other union households and educating other union members on the issues that are imperative for working families. We have ongoing phone banks in Seattle, Everett, and Tacoma on Monday, Wednesday, and Thursday evenings and Labor Walks (door-belling union households) on the weekends. If you would like to help Turn Around America, contact me on my cell phone or email. (425-931-4857 or nsafrin@comcast.net)

For your information:

Senator Barack Obama is a co-sponsor of the Employee Free Choice Act and voted for it.

Senator John McCain voted against the Employee Free Choice Act YOU DECIDE. Vote on Aug. 19th and Nov. 4th.

A message from your union, Amalgamated Transit Union, Local 587.

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Employee Free Choice Act

By Neal Safrin, Executive Board Officer and Local 587 Coordinator for Labor Neighbor
It's a good thing this term is coming to an end, because I am running out of catchy titles for this article. Veteran KCM Operators please scan this article for important dates and potential changes. KCM Operators new to pick, please read in entirety. It may make the difference between a pleasant Fall/Winter and the "Pick From Hell!"

TRANSIT OPERATOR PICK IS WHEN?

Part-time pick – August 16, 17 & 23, 24
Full-time pick – August 18 through 22
Part-time preview – August 25 through 28
Full-time preview – August 09 through 15
Part-Time Restriction Form Deadline – August 08 – 6:00 pm

IMPORTANT DATES TO PAY ATTENTION TO

The Seattle Mariner’s will have home games that may impact traffic during Part-Time pick on August 23 & 24. Part-time Operators picking August 23 (game starts at 7:10 pm), and after lunch on August 24 (game starts at 1:10 pm), please factor in additional travel time.

VACATION PICK

There is vacation pick occurring for Full-time Operators for periods 1 through 6 only. Part-time Operators can pick vacation periods during Fall shakeup. Please bring your vacation dates with you. Not only does it make the process easier on everyone involved, but if you are Part-Time and you pick a couple vacation periods with the intent to cancel one because you are unsure of your dates, it denies people below you a guaranteed slot that they might have picked had you known your dates.

ABSENTEE FORMS (both Part- and Full-Time)

There are many reasons one cannot make it to pick. For that we have absentee pick forms. Some members fill out an absentee form as backup insurance, just in case. If you choose to do so, you will not be bound by your absentee pick form if you do show up. Absentee pick forms may be turned in at your base either by 7 a.m. on your pick day, or in the pick room during business hours (after preview starts), all the way up until two minutes prior to your pick time. Review the forms carefully before you submit them. Do not send them to the union office! We are not responsible for late or lost absentee or restriction forms!

NO SHOW AND NO ABSENTEE FORM?

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

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

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

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

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

DON’T CALL US,..!

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

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

The contract states: “Selections made by the UNION will not be subject to the grievance/arbitration procedure.” Your Union representatives are only human. In your absence they did the best they could given the circumstances they had to work with, and the Union will not be held liable for any picks made for someone who could not or did not show up to do their own pick.

FLEX GROUP D

The contract allows for a Flex-Group D option, in addition to the more familiar Tripper Group D. The Tripper Group D option allows a Full-Time Tripper to select a Part-Time Tripper in lieu of full-time work, but falling under the provisions and conditions of Part-Time. Flex-Group D allows a Full-Time Operator to select one of two options: a Saturday combo at a base they designate (but had the seniority to pick in the last two weeks) and a minimum of five peak time weekday periods to be assigned via the Extra Board, or, a minimum of five peak time weekday periods to be assigned via the Extra Board.

The deadline to sign up and obtain your chief’s approval for the Flex Group D option is fourteen days prior to the beginning of full-time pick, Friday, August 01st.

RESTRICTION FORMS (Part-Time Operators)

Restriction forms went to the bases second week in August. The deadline for turning in restriction forms is August 08th – 6:00 pm. ABSOLUTELY NO RESTRICTION FORMS WILL BE ACCEPTED PAST THIS DATE. Restrictions amount to usurping the seniority of those ahead of you who do not have the need to restrict, the Union takes the deadline very seriously. Also know that if you submitted a restriction form and we reach lockout, you will be required to honor that restriction.

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

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

Upcoming at Local 587

AUGUST 07 Charter meeting
AUGUST 08 Morning meeting
AUGUST 08 Restriction form deadline for KC Metro Part-Time Operators
AUGUST 11 Jefferson Transit Authority meeting
AUGUST 12 Clallam County meeting
AUGUST 26 Executive Board meeting
AUGUST KC Metro Part-Time Operator Pick August 16, 17 & 23, 24
AUGUST KC Metro Full-Time Operator Pick August 18 – 22 & 25 - 28
SEPT. KC Metro Vehicle Maintenance Pick September 2, 3, & 4
SEPT. KC Metro Facilities Maintenance Pick September 4

Dog Days of Summer Bring... Fall Pick

By former Recording Secretary Jennie Gil, current Recording Secretary Paul J. Bachtel and all spirits of recording secretaries past
O ur current KC Metro benefits agreement expires December 31, 2009. We are beginning negotiations through the Joint Labor Management Insurance Committee (JLMIC). The JLMIC is comprised of representatives of approximately 60 labor unions representing the benefits interests of all union and non-represented employees groups within King County government. Executive Board Officer Dee Wakenight and I are your representatives serving on JLMIC.

Throughout our recent KC Metro negotiations I received numerous requests to either have our benefits negotiated concurrently with our labor agreement or at a minimum to keep the membership fully informed of the status of benefits negotiations. Given approximately 60 labor unions are jointly negotiating benefits and all have different labor agreements with differing expiration dates it is not possible to coordinate the expiration of our labor agreement with the expiration of our benefits agreement and remain within JLMIC. I will do my best to keep you informed of our bargaining positions and options throughout this process whether we remain within JLMIC or purchase benefits elsewhere.

Quite a few members expressed interest in comparing our benefits package with the King County Deputy Sheriffs. The following chart does not include the Deputy Sheriffs as they’re, at the time of this writing, about to vote on an agreement that would bring them into our system of benefits (JLMIC). I’ll keep you informed on the status of the Sheriffs negotiations as we move forward.

Quite a few members have suggested other health plans such as Regence or Blue Cross. We will be seeking comparisons between our benefits package and benefits obtained through an alternate source.

The following chart is a document generated by Mercer, a management consultant.

<table>
<thead>
<tr>
<th>Location</th>
<th>Plan Design</th>
<th>Contributions</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kent</td>
<td>12%</td>
<td>6%</td>
<td>18%</td>
</tr>
<tr>
<td>Seattle</td>
<td>18%</td>
<td>4%</td>
<td>22%</td>
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<tr>
<td>Snohomish</td>
<td>17%</td>
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<td>Tacoma</td>
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<td>Bellevue</td>
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<td>Puyallup</td>
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<td>Everett</td>
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<td>Port of Seattle</td>
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<td>20%</td>
</tr>
<tr>
<td>State of WA</td>
<td>2%</td>
<td>1%</td>
<td>3%</td>
</tr>
<tr>
<td>King County</td>
<td>2%</td>
<td>1%</td>
<td>3%</td>
</tr>
</tbody>
</table>

- **Plan Design:** Co-insurance (deductibles, co-pays, percent of coverage, etc.)
- **Contributions:** Premium share (an amount the employee pays towards the plans monthly premium)

**Survey Analysis**

<table>
<thead>
<tr>
<th>Employee Cost Share as a % of Total Medical, Pharmaceutical, and Dental Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Design</td>
</tr>
<tr>
<td>Contributions</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

**Benefits**

By Dee Wakenight, Executive Board Officer

O ur current benefits package is carved in stone until the current agreement expires on December 31, 2009. Some of you may have heard of the current financial difficulties the County is experiencing. There have been suggestions, from the County that perhaps the members of the Joint Labor Management Insurance Committee, JLMIC, would be willing to implement some minor changes to cut the costs of the current benefits plan. Local 797 answered this question in the following manner: “Over my dead body.”

There are some things that we can do to assist all of us in these tight financial times. Studies have shown that we receive better care when we have a primary care physician, (we are used to calling them Internists) they have the responsibility to oversee the care we are receiving for what ever is wrong, and to assist us in receiving the best practice treatment for our condition. Sometimes there are a number of doctors caring for us, this can cause problems. For example: when the Heart Doctor prescribes a treatment they do not necessarily consult with the Diabetes Doctor who might not even know about the Rheumatologist who is also giving you treatment. When Doctors do not consult, or even know about each other, the greater the chance for medical errors to occur. With one primary doctor for each patient it is easier to keep track of everything that is going on with your health the better the chances for a good outcome.

Best practice treatment means the treatment for a condition which has the best outcomes for the largest number of patients. An example would be if someone is diabetic are they getting their blood sugar checked regularly? The best practice would say that this is necessary to avoid the complications that occur when this disease is left unchecked. It is actually less expensive to “do it right the first time” than to try the “new” stuff first. When there is a large history of treatment for a condition the outcomes are known, when a better outcome is desired start at #1 then #2 etc.

Did you know that when you receive a diagnosis for a new condition there are information resources available which normally include information on the best practice treatment? Some trusted medical information names include: Johns Hopkins, Mao Clinic, University Medical sites around the nation, web MD, to name but a few. Please do not attempt to self diagnose your condition unless you have graduated from medical school, but these are sites which enlighten you as to the treatment options for your disease.

When we receive a new diagnosis we are normally in shock that we “have it”, what ever it may be. It’s only natural to wonder what’s next for the course of this disease? Included in this what’s next information is information for treatment options. Normally patients are not encouraged to go off the deep end, this would include experimental treatments, but to stick their toe in the water to check it out first. Why not try the proven treatment first? Normally these include generic drugs, generic means the exclusive patent rights have expired, and the drug may now be produced by any of the drug companies, along with the opportunity for extreme profits for a single manufacturer. There is always the opportunity to step it up after trying the most reliable treatments first. The greater the number of individuals who have taken a drug, the more that is known about it, effectiveness, side effects, interactions, not to mention that generics cost less. Why not save some money and get treated at the same time?

Benefits Negotiations Update

By Recording Secretary Paul J. Bachtel

I n the June News Review there was an article about our radio system and some of the problems that we as drivers face while attempting to use it. In the July issue there was an explanation from “someone who knows” that the radio system is just fine and we should be grateful.

We, the drivers of Metro are grateful to have assistance when we are out driving, (in the south county, and I know not where else is affected as I operate out of South Base) and the radio does the ever dreaded beep, beep, and displays: use voice mode. To just about any driver this means that the system is not currently functioning in the proper manner. As drivers we do not know if the malfunction occurred downtown, or is due to overloaded repeater stations, dead spots in the coverage area, sun spots, or just gremlins. All we know is that the radio is currently not operating properly.

On July 7th driving route 169 my radio told me to “PLS USE VOICE” 2 different times, evidently this of no concern because the entire system is fine, on the control center end. Sorry that we as drivers do not have the ability to understand, that we are just ingrates and should be sending thanks to the heavens that you “who know better” are looking out for us, and the radio is just fine.

Certain routes just have no regular service in certain areas. Problem areas include, Auburn, Kent, Renton, Everett, Enumclaw, hopefully you now get the picture. As operators we thought perhaps in an effort to improve the entire system these irregularities should be brought to someone’s attention. Reliable communication is evidently only necessary when we are in the service area. Evidently we as the service providers to our customers, the riders, were mistaken as to the need for you to know about the problems.

The July article shows that “you can hear me now” but now the test will be can you LISTEN?

You can hear me, now will you listen?

By Dee Wakenight, Executive Board Officer

August 2008
Whereas: Numerous issues continue to plague ATU 587 members at Metro, such as but not limited to:

- Operators seeking differential pay for Split-work: Combos and Dual Trippers;
- Vehicle Maintenance seeking differential pay in parity with other Martin Luther King County Council (MLKCC) represented groups that receive a 10% and 15% shift differential;
- Healthcare improvements e.g. retirement benefits, opting out of the three medical requirements (as have successfully the Sheriffs), make permanent the current Healthcare coverage of Operators shake-up picking a single shake-up of work with 4 or more hours of working 1019 hours in a calendar year;
- Stop the speed-ups with a guaranteed 15 minute break every two to three hours;
- Recognize the increased technology requirements of Vehicle Maintenance with a Technology Education differential;
- In parity with other MLKCC represented groups provide alternate work schedules and more opportunities for time off;
- Stop the Union busting by MLKCC e.g. the loss of jobs suffered by the ATU 587 represented Paratransit workers at MV; tough contract negotiations faced by ATU 587 represented Paratransit workers at Seattle Personal Transit (SPT); management’s attempt to use non-union workers to do work on the property like the bus wrapping; outsourcing allowed in the new contract by Sound Transit;

Therefore let it be resolved that ATU 587 officers shall resolve the above listed issues and report to the membership monthly on their progress.

And let it further be resolved that the ATU 587 officers, to ensure the resolving the above listed issues, shall work to:

- Turn out members to meet with the MLKCC who are ultimately the boss of Metro members; are given significant financial contributions and endorsements from ATU 587 members; are responsible for approval of Metro’s policies and the hiring of managers who enforce MLKCC policies that ATU 587 members work under;
- Inform the membership on matters as they unfold and enlist their participation;
- Develop a strategy for using the media and working with the public;
- Involve the membership in negotiations and put to a membership vote Memorandums of Agreement (MOA);
- Advance rank and file participation by recommending bylaw changes to:
  - Have elected representation at all levels, including Labor Councils, major conferences, the ATU International Convention and negotiating committees;
  - Strengthen the Shop Steward program through advanced training and mentoring in worker’s rights;
  - Open board meetings to the membership.

[Editor’s Note: This resolution is apparently going to be presented at the next Charter meeting.]

Resolutions “UNITE 587”

Gary Archer #46277, Mohammad Bazargan #20844, Ranon Beltrai #53312, Ken Berosek #61405, S. Burry #3572, Doug Cordas #75540, Steve Duncan #46782, Steve Ehmann #12926, Tom Fix #45921, L. Dean Fultz #46761, Richard Green #43235, Dale Harter #3945, A. Isamil #20719, Jim Jakgman #43331, Jim Josephson #43763, Joe Kadushin #12095, Daniel Kenny # 59166, Chuck Lare #12497, Max Lee #62076, Dean Larson #75812, Jeff Long #61531, Robert Martinsen #42462, Mike Maw #62072, Tom Miller #62390, Daniel Nakashima #47477, Scott Ng #46169, Dave Poland #3743, Matt Pellett #62162, Frederick Pine #77042, Piero Procaccio #45982, C. Reyes #12672, Pat Stevens #53684, Everett Stewart #12859, Mike Swenson #53439, M. Teeter #11902, S. Thiraphouth #20674, Joshua Volk #62659, Shahab Yazdani #20074.
CMS for the fees they had already received through the program; (ii) Healthways was in danger of losing at least two existing contracts and was experiencing slower enrollment in an existing contract due to a decline in the need for the Company’s services; and (iii) as a result of the foregoing, the Company had no reasonable basis for its revenues and earnings guidance for fiscal 2008. Then, on February 26, 2008, the company announced that it was lowering its financial guidance for fiscal 2008 “due to slower-than-projected enrollment in a new Health Support program with one large health plan customer and the recent indication that two previously anticipated contracts will not materialize in this fiscal year.” Upon this news, shares of the Company’s stock fell $13.42 per share, or approximately 30%, to close at $31.93 per share, on heavy trading volume.

Plaintiff seeks to recover damages on behalf of all purchasers of Healthways’ common stock during the Class Period (the “Class”). The plaintiff is represented by Coughlin Stoia, which has expertise in prosecuting investor class actions and extensive experience in actions involving financial fraud.

Coughlin Stoia, a 190-lawyer firm with offices in San Diego, San Francisco, Los Angeles, New York, Boca Raton, Washington, D.C., Philadelphia and Atlanta, is active in major litigations pending in federal and state courts throughout the United States and has taken a leading role in many important actions on behalf of defrauded investors, consumers, and companies, as well as victims of human rights violations. The Coughlin Stoia Web site (http://www.csgrr.com) has more information about the firm. Contact: Coughlin Stoia Geller Rudman & Robbins LLP Samuel H. Rudman, 800-449-4900 David A. Rosenfeld djr@csgrr.com

[Editor’s Note: this is the same company that manages the King County Healthy Incentives program]
Drawing Winners: Calvin Cumings – Garmin GPS; Scott Wildi – Sceptre 23 in. Television; Jami Lacey – Outdoor Barbeque; Walter Davis – 4 tickets to the Seattle Mariners; Wayne Hardy – $50.00 Safeway gas card; Linda Jackson – Bissell Steam Cleaner; Dorothy Wade – 2 Chairs; LaTreviat Moody – Macy’s and Pennies Gift Card; Ricardo Diaz – Compact DVD Player; Stacy Gosby – Sony Clock Radio; Gloria Mingori – $50.00 Gas Card; Jeffrey Morgan – $75.00 Gas Card; Patrick Welsh – $50.00 Safeway and QFC Cards; Sean Levias – AAA Road Kit; John Jordan – $25.00 gift cards to Red Robin and Cheesecake Factory; Michelle Penny – Coffee Grinder; Benita Grace – Coffee Grinder; Linda Weidemann – Blizzard Fan; Yolan-da Geyer – Mariners Gift Bag; Mary Collins – $25.00 gift cards to Target and Fred Meyer; Joyce Weidemann – $25.00 Gift card to Home Depot; Rick Sepolen – Freezer Tote; Ilene McCune 24 inch Duffel Bag; Joni Dorage – Stanley Food Jar; Chae Lee – Coleman Cooler – Hawthorne Zuber - $111.00 50/50 Pot Draw Winner.
August 2008

John and Sue Boone with President Lance Norton

George Anderson and Lisa Thompson

Greg Craven with Daughter Myesha and niece Jaylee

Alan Huston and Neal Safina discussing our Labor Neighbor program

Kent Madrigal with grandson Nick Goslin

Ninus Hopkins Picnic volunteer

Russell and Maris Bates

Paul Bachtel, Judy Young and Chris Daniels

Paul Neil and Dixie Wopperer

Pat and Claudia Meadows

Michael Boyd and Lisa Thompson
Sowing Good Safety Service & Schedule

In summertime sweet local strawberries and succulent savory carrots seem to be the good produce of our farmers at their best.

Nurturing safety, courteousness, and reliability to people with disabilities and elders, is the good work of Para transit professionals.

We provide safety. Ensuring every rider goes from door to door without being harmed either by accident or incidents. Accidents like collisions and incidents like falling down. Zero incidents and no preventable accidents ought to be our motto.

We provide courteousness by being respectful and sensitive to those we serve. Maintaining awareness of handicaps like vision, hearing, and mobility loss helps us to provide necessary help such as giving guidance, direction, and movement.

We provide reliability by understanding the service area we work and regularly mapping; routing and adapting to and communicating with safety culture about changing roadway, highway, and or any daily arising incidents and accidents.

Like the skilled farmer who produces delicious summertime delights, we too as Para transit professionals are called to produce our best so much that service excellence becomes the fruit of our labor and all can taste and see that it is good.

David A. Johns
Vancouver & Party, PASTA (Portand and Seattle Tour Alternative), Rainier Ale Metric Century & Luanu, as well as a very successful high school reunion.

Summer BBQ, It’s About Time

This year’s ATU 587 Summer BBQ was on a Sunday rather than a Saturday - better for some, worse for others. It was scheduled to end at 4pm - the usual time. Rather than starting at the traditional 11am, it started at 11:30am - not a big deal. The times that food would be served was not listed, unlike the previous four BBQs. The time for the drawing was not listed either - it had been listed as being at 4pm four of the previous five BBQs. So if you are a member in good standing who reads the flyer stating that the Summer BBQ is scheduled to be from 11:30am-4pm, you arrive well before 4pm and see people leaving with plates of food (& an extra plate on top to keep their food warm); you wouldn’t assume you’d have to go hungry because by 3:30pm, there was a lack of plates (I guess the Safeway less than a mile away was too far); nor that you would be able to participate in the prize drawing because it had already been held. Silly you — you trusted politicians!

Bruce Tiebout, former Executive Board Officer, former Local 587 Summer Picnic co-chair, past coordinator for: Seattle to Portland; a Bicycle Classic, RSVP (Ride from Seattle to Vancouver & Party), PASTA (Portland and Seattle Tour Alternative), Rainier Ale Metric Century & Luanu, as well as a very successful high school reunion.

In Response to the Letter to the Editor from Bruce Tiebout

Flyers/Posters in combination with MERA and ATU were posted at worksites and in the News Review.

It was printed that the Summer BBQ was 11 am to 4 pm. Food would be served from 12 noon to 3 pm. All Members and Employees were served a 2nd time at 3 pm until all the food was gone and at which time the supply of paper products was diminished.

ATU Members and Employees were told at sign-in that the drawing would be held at 3 pm.

Let’s talk about trust; certain politicians could not even run a Full-Time Pick.

Judy Young
Executive Board Officer
MERA President
Bar-B-Que Chair

Note from the Recording Secretary

It was brought to my attention at the July 28, 2008 executive board meeting that a letter to the editor in the July edition of the News Review titled “Another episode in the continuing saga of Operator Irv Dinglefield” was found to be offensive by some of our members.

This letter to the editor contained the names Irv Dinglefield, Richard Head, Shaniqua Tawanda L’Corina Zimmermann and Chief Livia Drusilla. When editing last months’ News Review I took the names to be fictitious. In fact, I thought the name Drusilla was a play on the name of a character from the Disney movie 101 Dalmatians.

I was informed by several executive board officers the name Shaniqua Tawanda L’Corina Zimmermann was constructed to be racist. Please accept my apology because by using the connotation. My only excuse is having watched far too many Disney movies with my children.

The News Review is distributed to the executive board for final review each month prior to publication. Last month was no exception, even though several executive board officers contend it was not distributed. As editor, I assume primary responsibility although all officers are responsible for the content of the News Review. No objections were raised at the July 01, 2008 executive board meeting immediately prior to publication.

Another issue that came before the executive board was the long standing practice of allowing members to write under a pen name after having compiled with News Review editorial policy. Pen names had been allowed for many years primarily to avoid possible retaliation from a manager angry over the content of an article or letter to the editor. The executive board has directed me to no longer allow members to use pen names in their articles or letters to the editor.

Again, my apologies to anyone who was offended by this letter to the editor.

Paul J. Bachtel
Recording Secretary
Local 587

In Response to a Request for an Apology

Well, it seems I’ve stirred up quite some resentment with a tongue-in-cheek article I submitted to the News Review last month under the pseudonym “Big Sheaffer.” People are saying that the name, Shaniqua Tawanda L’Corina Zimmermann, is racist. Actually, the humor in the name was supposed to come from the smooth flow of the first three names being suddenly broken with the name Zimmermann. As a play on sounds, but also intended to convey the woman as black; I like to include all kinds of people in these stories because we are a diverse workplace. Irving Dinglefield (possibly Jewish?) just sounds somewhat funny to me, but it can’t compare with the Woody Allen character named Fielding Mellish. As for Chief Livia Drusilla, I got the name from Roman history. This was for fun, equating her with the character Livia Drusilla in the BBC series “I, Claudius.” If you watched it, you knew her as the conniving murderess in the royal family. After the “letter” had been submitted to the News Review, I wished I had tackled on another last name to Livia, such as, Mussolini. Richard “Dick” Head should require more study than that than he’s probably a white guy.)

After learning of the displeasure of some over the submission, I called a black operator with whom I’ve worked somewhat closely over the past few years, read the article to her, and asked her directly if she found anything racist in it. She seemed confused about how it could be construed as racist. I told her that the complaint was solely about the name, Shaniqua Tawanda L’Corina Zimmermann. We talked for quite awhile about it and she thought, did I, that people were overreacting to a name.

I know white people who will jump on any little thing a black person does or says to reinforce their unfair negative belief of black people, and they make me feel ashamed of so many members of my race. I also know of black people who can’t wait to shout, “Racism!”

I was a softball team that was formed at South Base over twenty years ago. Most of the players were black, and in fact, at one time, I was the only white guy on the team. Someone commented that the best thing was the token “white guy.” It didn’t bother me, and it wasn’t an issue for my teammates. We played ball, we laughed, we drank some beer, and we picnicked together. I may have had issues with the coaching (smile), but race was never an issue. Please, feel free to find out for yourselves.

By the way, in February I donated $50 to Barack Obama’s campaign, and in March, another $60. Racism? I don’t think so.

Those who are charging Paul Bachtel with some sort of negligence in this is totally out of line. Paul is thorough and professional, and when there are executive board officers who claim they never received the distributed News Review.

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

Letters/Contributions must include print names, signatures, work ID numbers, addresses and phone numbers that can be verified for working background. What cannot be validated will not be published. All letters/contacts are subject to printing and should be limited to 1000 words or less. Not all letters can be published due to space or time limitations. Contact News Review by 15th of each month. Any submission from a member of Local 587 to the News Review deemed unprofessional by the Recording Secretary shall be forwarded to the Execu- tive Board for final decision to publish.

Send letters to:
Paul J. Bachtel
News Review Editor
Local 587
2815 Second Avenue, Suite 230
Seattle, WA 98121

SEND IN YOUR OPINIONS
I was recently in Chicago and found something delightful about riding that city’s buses — something I haven’t found here in King County riding Metro Transit. Buses there clearly and consistently let you know where you’re going. What a concept.

Here’s what it looks like. There is a very friendly audio recording announcing each stop (“This bus is arriving Clark Avenue and North Street”) along with some local landmarks (“The Chicago History Museum is on your right”). And it reinforces that message with a scrolling digital sign for all to see.

You won’t find either of those services on Metro. Instead, it’s left to drivers to announce where they are and where they are going. The results are pretty uneven, to say the least.

Take the bus I ride each morning. The drivers vary, and so does the commentary. Some announce what stop is next, some announce landmarks, but I would say that most do neither. Even the ones who do make an attempt are, in my experience, often difficult to understand.

What is it about Metro’s microphone system that makes announcements so muffled?

On my regular bus, I don’t really need to know what stop is next. But when I ride a different line, a clear audio and visual message sure would help. And with Metro buses getting ever more crowded because of gas prices, such user-friendly services might just help turn temporary riders into permanent ones. Tourists and out-of-towners would be obvious beneficiaries as well.

Chicago also uses the in-bus audio system for important transportation announcements. I was there for the Fourth of July, and on the handful of buses I rode you could hear which streets were going to be closed for the festivities, which alternative routes to take, etc.

A Metro spokesperson says our buses are scheduled to look and sound more like Chicago’s in the next couple of years. Automated audio and digital readerboards will begin showing up in 2010.

No Place To Go

How many times have you heard “government workers just sit around doing nothing”? Well, apparently King County passed up using King County workers to do King County work. They contracted out using an inept private contractor to add a toilet and sink to an existing comfort station at Northgate Transit. I find it outrageous that it takes over six months to create an annual budget in the month of February. The budget shall be presented to the entire membership for a referendum or other matters of importance to the membership at the March meetings for comment and review.

If I’m wrong about the executive board officers owe Paul Bachtel an apology. In writing, in the News Review would be preferable.

If I’m wrong about the executive board officers in question, then I will gladly apologize to them in the News Letter. This is a conscience check.

I, alone, am responsible for the submission.

John Sherbon
Central

Letters to the Editor, continued

prior to publication, I have to doubt
their veracity. I’m guessing here, but
I think they received it and never read it, or read it and didn’t find anything offensive in it. Now, in my opinion, they’re trying to cover their butts by blaming it on Paul. If what I’m surmising is in fact true, then those executive board officers owe Paul Bachtel an apology. In writing, in the News Review would be preferable.

How many times have you heard “government workers just sit around doing nothing”? Well, apparently King County passed up using King County workers to do King County work. They contracted out using an inept private contractor to add a toilet and sink to an existing comfort station at Northgate Transit. I find it outrageous that it takes over six months to create an annual budget in the month of February. The budget shall be presented to the entire membership for a referendum or other matters of importance to the membership at the March meetings for comment and review.

If I’m wrong about the executive board officers in question, then I will gladly apologize to them in the News Letter. This is a conscience check.

I, alone, am responsible for the submission.

John Sherbon
Central

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John Sherbon
Central

Proposal To Change Bylaws
Article VI, Section 6

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 Agreement (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.

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 the August 2008 cycle of Union meetings.

Currently reads:

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

If a vacancy occurs for any reason in 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 there is a vacancy occurring 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.

Section 2. The 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 this/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 President/Assistant Business Representative.

Section 5, President Pro-Tem
In the absence of the President/Business Representative, the Vice President/Assistant Business Representative shall act as Chairperson of the Local.

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
(c) Financial Secretary/Treasurer
(d) Recording Secretary/Correspondent to In Transit

(f) If a vacancy occurs within ninety (90) days of the normal expiration of the term of office in the position of President/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.

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 1st of January of each year.

(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 President/Assistant Business Representative.

Section 5, President Pro-Tem
In the absence of the President/Business Representative, the Vice President/Assistant Business Representative shall act as Chairperson of the Local.

(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.

(b) 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.

(c) The President/Assistant Business Representative shall act as Chairperson of the Local.

(f) The Shop Steward program shall be under the direction of the President/Assistant Business Representative.

(g) The duties of the Shop Stewards will be outlined and supervised by the Vice President/Assistant Business Representative.
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 proposals will be published in the News Review, and will be voted upon at 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.

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(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.

Proposal To Change Bylaws
Article X

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

Section 4. Thirty (30) members, including the President, shall constitute a quorum for the regular 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. All other questions will be decided by voice or show of hands unless otherwise directed by a majority of those present.

Section 5. 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

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

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.

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

Proposal To Change Bylaws

Section 4. Recording Secretary and Correspondent to In Transit

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(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.
awarded their new 5 year contract with metro getting $320.00 to employees with over 10,000 hours getting $620.00. Each half year of total hours increased the check by $30.00 up to, like I said, $620.00.”

OUP: “Anything else?”

LFN: “Management wanted “full-time equivalent” defined as 35-40 hours per week of paid time and we said “No” full-time is 35 hours! This is for full benefits. Part-time is 20 hours for partial benefits. We also will meet to discuss their safety and work “protocols” which we really have some problems with.”

OUP: “So that’s it?”

LFN: “Yes, that’s it. Be back to the table in about 11 months. The way inflations going, without a COLA, it’s best to have only a one year deal.

OUP: “Agreed”

LFN: “So I’ll call you tomorrow night or Sunday and let you know.”

OUP: “Talk to you then.”

Sunday

OUP: “Thought you’d call last night”

LFN: “I was still digesting the vote.”

OUP: “How did it turn out?”

LFN: “It passed.”

OUP: “What was the vote?”

LFN: “29 Yes and 28 No”

OUP: “Well, that’s an underwhelming mandate!”

LFN: “Very Funny!”

OUP: “What do you think that means?”

LFN: “Well, I’ll tell ya, I’ve thought about that a lot since last night.”

OUP: “And…”

LFN: “You know our negotiating team; our full-time officers, their executive board officer and three of their shop stewards, all signed on endorsing the tentative agreement. Well, on Saturday, after the votes were counted, we were all sitting around and I decided to ask one particular shop steward how he voted. I just had a feeling he went south on us. So I asked. He said “I voted against it”. I said “of course that’s your right, however, since you had signed on endorsing it when we reached our tentative agreement, I am a little surprised.” I said to him, “you don’t have to answer but, may I ask why you changed your mind?” He said “I don’t mind telling you, I just hate the bastards”, referring to management! I thought a lot about what he said and I think perhaps many others do also. Maybe not as strong as this man but I think many drivers are not feeling appreciated for what they do. Their constantly under pressure to get from one pickup to another, inserts added, trips at the end taken away (which effects their hours), ridiculous point systems on accidents, favoritism shown to some, required training on their days off, etc… I heard no one complain about the wage increase, although we all want more money, no one really complained about the one year contract, I think they understood that. Also, the county screwing us on the MV contract and our members there also had a significant effect on our SPT members.”

OUP: “How so?”

LFN: “When we first entered negotiations with SPT our proposal was basically the same contract our MV members had. I mean after all their doing the same work why shouldn’t they have the same wages and benefits. We had our comparable: it was MV. Then came June 1st and the county screwed MV, its employees and our hope to get MV money for our SPT members. And now SPT moves from North Seattle, Lake City to South Seattle. That uproots our members most of whom live closer to where they had worked. Our MV members had to apply for work at SPT or Veolia or MV out at Microsoft in Redmond. It’s had an effect on so many. I don’t doubt people are pissed off and I don’t blame them.

OUP: “So what happens now?”

LFN: “Well the Unfair Labor Practice we filled against the county is going forward to a hearing. We’ll see what happens with that. How is your contract talk going?”

OUP: “Don’t ask!”

LFN: “Gotcha! Well stay in touch…Good luck!”

OUP: “And to you!”

Regards to All…
Be Safe…

LFN
Inflation Rears Its Ugly Head

Bureau of Labor Statistics (BLS) CPI-W figures indicate since September, 2007, cost of living has risen 5.56% for nine months. If this trend continues through September it would mean an annual rate of 7.48% which given our 96% COLA ceiling translates into a cost of living increase of 6.73%. However, our contract provides for a 6% COLA ceiling which means we would only receive a 6% increase and lose 1.48% in purchasing power. Throughout the recent KC Metro contract negotiations I repeatedly advised that we should be more concerned with the 6% COLA ceiling rather than the 3% COLA floor. If we again experience run-away inflation, as we did in the 1970’s, our buying power could be seriously eroded. Hopefully inflation will ease over the summer.

Proposals To Amend Our Bylaws

Through the August cycle of Union meetings our membership will vote to accept or reject four proposed amendments to our bylaws. The proposed amendments will address the following four concerns (my comments are not a complete reflection of the proposed changes – see the actual proposals printed in this News Review for complete text):

1. The addition of a second vice president assigned specifically to represent Vehicle Maintenance, Facilities Maintenance and Special Classifications. The proposal lacks implementation language thus requiring an immediate election of a second vice president even though our general elections are just months away. A careful reading of the proposed language reveals numerous errors in writing such as using both singular and plural language in reference to the same officer. The proposal has not been evaluated to determine if it is needed, within our budget, or the best solution to address the concerns of those who bring the proposal before the membership. Perhaps a better solution might be to hire additional Local 8 secretarial staff or detail our current Executive Board Officers to represent our members at contract violation grievance hearings thus freeing our current president and vice president to represent members at suspension and termination hearings? And lastly, we will have to consider whether it is appropriate to elect a full-time officer by a vote of a small portion of our membership. Our bylaws at present call for election of full-time officers by a vote of the entire membership, not a small portion of our membership electing a full-time officer to represent just their interests.

2. The addition of new subparagraph J to our current language describing the duties and responsibilities of the Recording Secretary. The drafters of this proposal submitted the entire section as it now reads with the proposed addition of new paragraph J. In future, those making proposals are advised to only submit deleted and proposed language. The current proposal is a waste of News Review and Union bulletin Board space and poorly communicates the proposed change to our membership.

The new language in paragraph J requires the Recording Secretary to submit Memorandums of Agreement (MOA’s) and Memorandums of Understanding (MOU’s) to the membership and Executive Board. It’s a nice idea but the Recording Secretary isn’t the officer who signs MOA’s and MOU’s and often isn’t aware of what has been signed. Just how is the Recording Secretary expected to report on the actions of another officer? This proposed responsibility should have been assigned to the president, the officer who signs such agreements. The new language requires the Recording Secretary post MOA’s and MOU’s on Union bulletin boards and our website, and to publish MOA’s and MOU’s in the News Review. While I certainly agree with posting MOA’s and MOU’s on our website and Union bulletin boards I don’t agree it’s in our best interests to publish MOA’s and MOU’s in the News Review. Printing every MOU and MOU in the News Review will hamstring negotiation by every MOA and MOU and binding Tentative Agreements at the bargaining table. I certainly understand and sympathize with the makers of this proposal but it violates the International Constitution and General Laws. The new language in paragraph B is the only substantive change. Once again it’s an attempt to strip the authority of the president to sign MOA’s and MOU’s and binding Tentative Agreements. So what’s really happening here you might ask? It’s a battle being waged by a couple of our executive board officers and our president that is wasting the time and energy of all involved including yours truly. Our bylaws ARE in need of serious revisions to address the addition of Rail, additional language reflecting...
I n 1995 ATU 587 passed a resolution opposing an open-pit, cyanide-leach mine on Buckhorn Mountain in the Okanogan Highlands. Now, after years of twisting plots and surprising developments, a much safer type of gold mine is being developed on Buckhorn, with the support of the local community.

Buckhorn Mountain is near the Canadian border in a mining, logging and ranching area. It also is the historical northern half of the Colville Indian Reservation. The Confederated Colville tribes long ago held many rights in the Buckhorn area, but kept access for hunting and gathering. Many of the old mining towns (e.g. Molson and Sheldon) are shells disappeared, while a silver mine has supported Republic to some degree until quite recently. Logging, planting trees and fighting forest fires are important seasonal work for many residents.

Okanogan is the largest county in Washington, yet many residents can remember when the first stop light went in--at Omak, the county seat. The Okanogan Highway, which has about 6000 registered voters: on a warm day, you could lie down and sleep in the middle of some Okanogan county roads. The quiet and isolation attracts retirees, modern-day homesteaders and people who have trouble with noise and crowds. But there aren’t many good-paying jobs and the tax base is weak.

In 1990, Battle Mountain Group, a new consortium of the same old mining companies, proposed an open-pit, cyanide-leach gold mine and ore-processing facility on low-grade proven reserves near Buckhorn Mountain. Okanogan’s three county commissioners, economic boosters and out-of-work heavy equipment operators found Buckhorn Mountain, the proposed site, to be a prime mining location. The proposal met with community concerns about water. At this point ATU 587 passed a motion opposing the mine. Properly, such a motion needs to make its way through either the state ATU Legislative Caucus, the Washington State Labor Council or both. En route to the WSLC, we took our motion to the King County Labor Council where we found a surprising and savvy ally, then-KCLC Executive Director Ron Judd. Brother Judd read many friends in the Okanogan, was sympathetic to the issue of community control, and was prepared to take a stand. The town of Buckhorn knew that the Operating Engineers (heavy equipment operators) local in Spokane were already on record favoring ATU Local 587 and it would give me the most leverage in the community control fight to back the local as much as possible. The WSCLC Board President, Brother Judy, had agreed to fund a higher level of monitoring results. With 100 ore holes near Buckhorn and 100 ore processing jobs in that colorful but hard-pressed town.

But then the story took a couple of surprising turns. Washington’s US Senator Slade Gorton interceded on behalf of the mining company. His insider interference at the national level resurrected the mine. However, a photo of the aging senator Gorton abjectly on his knees in front of mining lobbyists—literally taking dictation on this bill—became the poster against special interest domination of national policy. The photo is often credited for Maria Cantwell’s narrow victory in the next senatorial election, a major electoral boost for labor and environmentalists. Outrage against mining interests and solid scientific and legal research by OHA shot down the open-pit cyanide-leach mine proposal.

In 2000, as mining interests often do, the principals behind BMG reemerged as Crown/Kinross and proposed a new mine on Buckhorn. The new proposal addressed access on federal roads, replaced the open-pit with tunnels and moved most ore processing off-site to Republic. Tunnering is far quieter and creates less of an impact than open-pit mining, and the elimination of the cyanide leach pit removed the greatest environmental threat. Although the area remains a wilderness land, the price of gold has made tunneling viable. But the water rights issue remained, so OHA continued to challenge the mine. The price of gold and the attitude of the Bush administration worked against OHA. Between Sept 2006 and the fall of 2007 a series of legal decisions weakened OHA’s position. Still a major trial was scheduled for May 12, 2008 and both sides were marshalling all their resources.

In April, with Kinross on track for approval and only obligated to meet the minimal federal and state safety standards, OHA agreed to meet with Kinross to mitigate the expected mining impacts. To its credit Kinross further agreed to fund a higher level of monitoring by a third party, to improve nearby wetlands, to maintain natural water levels at the creek headwaters, to guarantee protection of local wells, and to annual audits of monitoring results. With 100 ore trucks per day and the on-site mining activities, the good jobs will finally come to the Okanogan Highlands. Republic also gets to keep the processing jobs in that colorful but hard-pressed town.

The price of gold continues to rise and Kinross just applied for permits to drill 13 new exploration holes near Buckhorn. OHA has already committed to scrutinizing this new development. Although gold has yet to see many industrial uses, general mining is likely to be with us in Washington for the foreseeable future. The improvements and community involvement won by OHA—exceeding those weakly enforced by the state and federal governments—may serve as benchmarks for future mining proposals. Local 587 can take some a small share of credit for keeping the mining industry’s feet to the fire while working out this hard-fought agreement on Buckhorn Mountain.

Buckhorn Mountain is about 20 miles east of Omak, which is on the south end of Lake Osoyoos. Besides boating on Osoyoos, you can camp, fish and boat on Curlew, Ronaparte and Lost Lakes, hunt in the Chelan Wilderness Area, explore the ghost town/museum at Molson, look for fossils at Republic, ski (one chair!) at Sitzmark near Havillah. Most of the Washington Okanogan is National Forest, open to hiking, cross-country skiing, 4WD exploration, etc. It’s beautiful and quiet country with plenty of bears, cougars, mountain goats, deer, birds and other wildlife (cows, too). Nearby British Columbia’s Okanagan, the “Canadian Riviera,” also has a lot to see and do.

By Bill Clifford, Ryerson base

PROUD TO BE ATU 180,000 STRONG

AN INJURY TO ONE IS AN INJURY TO ALL