Edwin Thomas 46 years old, father of two children—an 18-year-old son and a 16-year-old daughter—a Transit Operator of seven years employed by the Metropolitan Transit Authority (N.Y.C.), Member of Transport Workers Union Local 100, went to work on Monday, December 1, 2008 and never came home from work that day. Edwin was stabbed to death on his bus.

Edwin was working the extra board out of the Flatbush depot. On this day he was operating the B46 route which travels a 12 mile stretch through Crown Heights, Bedford-Stuyvesant and Williamsburg sections of Brooklyn. Each one way trip takes approximately one hour 20 minutes. The bus he operated this day had no cameras. A male passenger had boarded Edwin’s bus at Malcolm X Boulevard at Gates Avenue in Bedford-Stuyvesant. The man ran a Metro Card through the fare box two or three times, each time the card was rejected as being invalid. The man then walked back into the bus and took a seat. Edwin, obeying rules to avoid confrontation, said nothing. The man then came up from his seat and asked for a transfer. Edwin refused saying he had not paid his fare, he wasn’t entitled to a transfer but he could ride the bus to where he was going.

The passenger became enraged, demanded to get off the bus. Edwin opened the door; the assailant then punched Edwin twice in the head and jumped off the bus. Edwin was about to close the door when the assailant suddenly turned, stepped back onto the bus, pulled out a knife and repeatedly stabbed Edwin in the chest and torso.

Passengers screamed and the assailant jumped back off the bus and ran. Despite two male passengers giving chase the man got away. Edwin was transported to Woodhull Medical Center and was pronounced dead at 1:11 P.M.

Rewards of $12,000 each from the police, the Metropolitan Transportation Authority and Local 100 T.W.U. totaled $36,000 were posted for information leading to the arrest and conviction of the killer. As of this writing I am unaware of an arrest.

When something as tragic as this happens one never quite knows what to say. One of his co-workers who knew Edwin well said “Out of 600 drivers (at the Flatbush depot) you couldn’t find one who didn’t like him. He always had a smile on his face. If there was overtime, he was working it. If they needed him, he’d never say no”. Our Local sent flowers to the funeral home, to the family, co-workers continued on page 6
At the December 2008 cycle of membership meetings the following business was addressed:

The membership voted to approve a motion by Linda Averill to amend the COPE motion from the November Executive Board meeting to devote one hour at the January Charter Union meeting to discuss COPE Lobby Day.

The membership voted to pursue the grievance of Aaron Lewis to arbitration.

The membership voted to pursue the grievance of Mike Murphy to arbitration.


ebRota

Arbitration Update

1. Derek Harris: Grieved cross classification work in King County Metro Vehicle Maintenance. Scheduled December 22, 2008.

2. Bill Wallace: Grieved Metro’s failure to observe the long-standing past practice of having a Local 587 member present when a vendor works on a Metro coach. Scheduled December 16 & 17, 2008.


6. Michael Murphy: Grieved over-time not assigned pursuant to clear contract language. Schedule pending.

7. Aaron Lewis: Grieved Metro’s failure to apply wage progression pursuant to clear contract language.

In Loving Memory...

“A man who won’t die for something is not fit to live.”

—Dr. Martin Luther King, Jr.

Cecil Graham: Retired member passed away November 21, 2008.

Brother Graham joined Local 587 September 01, 1981 and retired November 01, 2003.

Please notify the union office of any member’s passing so that this information may be shared with the rest of our union family.
It's a matter of faith among some economists that to remove the fare, the service becomes worthless. "Be aware that when one moves the price down to zero, it's not that they remove the fare, the service becomes worthless," warned one transit official. "Fare pricing signals value. I would suggest you keep it non-zero. Free fares have, I must say, led transit planners need to switch jobs with builders of roads and bridges. Those transit systems are essentially defunct, after all, usually paid for through taxes or bonds, and we use them without being charged each time we roll over the road."

Imagine if a government tried to put a fare box into every car in the province. Every time drivers wanted to make much of a trip, they would have to dig into their pockets to pay their onefourth of money overall. "And so in terms of municipalities, people actually enjoy giving one percent of their municipal taxes (for those of us who could afford to create at least an hourly LRT-type service, which would have dramatically decreased motorized vehicle traffic on that highway, instead of increasing traffic and the resultant injuries and deaths."

Instead of tunneling under Cambie Street and using expensive SkyTrain technology, we could have reduced car capacity on Cambie (or any other street) by building LRT right on the street (where people live and walk), instead of a zone (each way) of the existing (2 lane) highways and bridges if one lane (each way) of the existing (2 lane) highways and bridges were dedicated to buses and vanpools, resulting in less or even no congestion for those drivers delivering goods and services.

B.C. Ferries' $2.5 billion budget to build new giant car and truck ferries in Germany and retrofit their ramps to accommodate them could instead build (in B.C.!) a fleet of new passenger ferries, along with terminals in every downtown on the south coast: Vancouver, Victoria, Nanaimo, Ganges, Cowichan/Duncan, Parksville, Gibsons, and Sechelt could have hourly service between them. Imagine all the ferries that carried people, bikes, personal baggage, and minimal freight.

The Sea-to-Sky Highway upgrade is destroying ecosystems and undermining a golden opportunity to upgrade an existing rail line with fast, frequent service between North Vancouver, Squamish, Whistler and beyond. The project cost of almost $2 billion could instead have been used to create at least an hourly LRT-type service, which would have dramatically decreased motorized vehicle traffic on that highway, instead of increasing traffic and the resultant injuries and deaths. Instead of tunneling under Cambie Street and using expensive SkyTrain technology, we could have reduced car capacity on Cambie (or any other street) by building LRT right on the street (where people live and walk), instead of a zone (each way) of the existing (2 lane) highways and bridges if one lane (each way) of the existing (2 lane) highways and bridges were dedicated to buses and vanpools, resulting in less or even no congestion for those drivers delivering goods and services. B.C. Ferries' $2.5 billion budget to build new giant car and truck ferries in Germany and retrofit their ramps to accommodate them could instead build (in B.C.!) a fleet of new passenger ferries, along with terminals in every downtown on the south coast: Vancouver, Victoria, Nanaimo, Ganges, Cowichan/Duncan, Parksville, Gibsons, and Sechelt could have hourly service between them. Imagine all the ferries that carried people, bikes, personal baggage, and minimal freight.

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Proposal To Change Bylaws

ELECTION OF OFFICERS

OLD:

Section 1. The election of officers for the Local shall be held in the month of June and three years thereafter on a payday on or before the 25th day of the month. The regular three-year election of officers for the Local shall be by the primary system. Nominations shall be held at the meetings of the Local in the month of April. The primary election shall be held on the first King County/Metro payday of the month in May and the first King County/Metro payday of the month in June. Ballots shall be counted as provided in Article XII, Sections 7, 8, 9 and 10.

(a) There shall be an Election Committee, consisting of three members plus two alternates, reporting to the Recording Secretary. Its duties would include election security, production and distribution of the voters pamphlet. Counting of ballots shall be supervised by the Recording Secretary and at least one member of the Elections Committee in the presence of the membership.

(b) Counting of ballots shall be supervised by the Recording Secretary and at least one member of the Elections Committee in the presence of the membership.

Section 2. If any officer fails to qualify within three successive meetings, the person shall be declared ill and his/her office shall be declared vacant and his/her successor shall be elected.

Section 3. Members to be eligible for any office or for delegate shall have had at least two years continuous membership and must be a member in good standing having paid all initiation fees, dues and assessments in full.

Section 5. Members to be eligible to vote for officers at any regular or special election must be members in good standing.

Section 6. The Financial Secretary/Treasurer will keep a strict record of attendance at meetings. Its duties would include election security, production and distribution of the voters pamphlet.

OL2:

Sections 7, 8, 9 and 10.

BOLD & STRUCK:

Section 1. The election of officers for the Local shall be held in the month of June and three years thereafter on a payday on or before the 25th day of the month. The regular three-year election of officers for the Local shall be by the primary system. Nominations shall be held at the meetings of the Local in the month of April. The primary election shall be held on the first King County/Metro payday of the month in May and the first King County/Metro payday of the month in June. Ballots shall be counted as provided in Article XII, Sections 7, 8, 9 and 10.

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Section 5. Members to be eligible to vote for officers at any regular or special election must be members in good standing.

Section 6. The Financial Secretary/Treasurer will keep a strict record of attendance at meetings. Its duties would include election security, production and distribution of the voters pamphlet.

OL3:

Sections 7, 8, 9 and 10.

BOLD & STRUCK:

Section 1. The election of officers for the Local shall be held in the month of June and three years thereafter on a payday on or before the 25th day of the month. The regular three-year election of officers for the Local shall be by the primary system. Nominations shall be held at the meetings of the Local in the month of April. The primary election shall be held on the first King County/Metro payday of the month in May and the first King County/Metro payday of the month in June. Ballots shall be counted as provided in Article XII, Sections 7, 8, 9 and 10.

(a) There shall be an Election Committee, consisting of three members plus two alternates, reporting to the Recording Secretary. Its duties would include election security, production and distribution of the voters pamphlet. Counting of ballots shall be supervised by the Recording Secretary and at least one member of the Elections Committee in the presence of the membership.

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Section 5. Members to be eligible to vote for officers at any regular or special election must be members in good standing.

Section 6. The Financial Secretary/Treasurer will keep a strict record of attendance at meetings. Its duties would include election security, production and distribution of the voters pamphlet.

OL4:

Sections 7, 8, 9 and 10.

BOLD & STRUCK:

Section 1. The election of officers for the Local shall be held in the month of June and three years thereafter on a payday on or before the 25th day of the month. The regular three-year election of officers for the Local shall be by the primary system. Nominations shall be held at the meetings of the Local in the month of April. The primary election shall be held on the first King County/Metro payday of the month in May and the first King County/Metro payday of the month in June. Ballots shall be counted as provided in Article XII, Sections 7, 8, 9 and 10.

(a) There shall be an Election Committee, consisting of three members plus two alternates, reporting to the Recording Secretary. Its duties would include election security, production and distribution of the voters pamphlet. Counting of ballots shall be supervised by the Recording Secretary and at least one member of the Elections Committee in the presence of the membership.

(b) Counting of ballots shall be supervised by the Recording Secretary and at least one member of the Elections Committee in the presence of the membership.

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Section 3. Members to be eligible for any office or for delegate shall have had at least two years continuous membership and must be a member in good standing having paid all initiation fees, dues and assessments in full.

Section 5. Members to be eligible to vote for officers at any regular or special election must be members in good standing.

Section 6. The Financial Secretary/Treasurer will keep a strict record of attendance at meetings. Its duties would include election security, production and distribution of the voters pamphlet.
in May and the final election on the first King County/Metro payday Thursday of the month in June. If a runoff is required, it shall be held on a weekday on or preceding the 25th of June. Ballots shall be counted and a voters pamphlet shall be issued. The voting shall be by the primary system. The nominations for the office for the Local shall be by the primary system. Nominations shall be held at the meetings of the Local in the month of April. The primary election shall be held on the first King County/Metro payday of the month in May and the final election on the first Thursday of the month in June. If a runoff is required, it shall be held on a weekday on or preceding the 25th of June.

Section 2. There shall be an Executive Committee, consisting of three members plus an alternate, reporting to the Recording Secretary. Its duties would include election security, plus production and distribution of the ballots, instructions, and voters pamphlet.

Section 3. All elections shall be held in compliance with the Constitution and General Laws of the Amalgamated Transit Union, as amended, and in compliance with the Labor Management Reporting and Disclosure Act of 1959 (Landrum-Griffin Act of 1959), as amended.

Section 4. Members to be eligible for any office or for delegate shall have had at least two years continuous membership and must be a member in good standing at the meeting when the nomination at the meeting when the member was nominated, or has signed in writing a willingness to accept the nomination for the position for which nominated. All written acceptance of any nomination must be received by the Recording Secretary. Nominations for that position are closed at the last meeting of the Local in April. Written acceptance of any nomination are subject to verification by the Election Committee.

Section 5. Members to be eligible for any office or for delegate shall have had at least two years continuous membership and must be a member in good standing at the meeting when the nomination at the meeting when the member was nominated, or has signed in writing a willingness to accept the nomination for the position for which nominated. All written acceptance of any nomination must be received by the Recording Secretary. Nominations for that position are closed at the last meeting of the Local in April. Written acceptance of any nomination are subject to verification by the Election Committee.

Section 6. If any of the nominations are found to be invalid, the nomination for which nominated. All written acceptance of any nomination must be received by the Recording Secretary. Nominations for that position are closed at the last meeting of the Local in April. Written acceptance of any nomination are subject to verification by the Election Committee.

Section 7. No member can be placed in nomination nor appear on the ballot unless the member was in attendance at the meeting in person when the member was nominated or has signed in writing a willingness to accept the nomination for the position for which nominated.

Section 8. Members may self-nominate at any of the meetings of the Local in the month of April. Written self-nominations must be received by the Recording Secretary by the beginning of the last meeting of the Local in the month of April. Written self-nominations are subject to verification by the Election Committee.

Section 9. No member can be placed in nomination nor appear on the ballot for more than one position. The acceptance of any nomination automatically declines all prior nominations. Once a candidate has accepted a nomination and subsequently declines that position, that candidate may not be nominated again for that position in that election cycle.

Section 10. The name of the member making the nomination, who also must be a member in good standing, shall be made a matter of record.

Section 11. All ballots must be subject to review by the Recording Secretary and approved by the Executive Board.

Section 12. Submissions to the voters pamphlet shall be due in the Union office by the close of business, two days after the last of the meetings of the Local in the month of April.

Section 13. Members to be eligible to vote for any office or for delegate shall have had at least two years continuous membership and must be a member in good standing at least 15 days before the ballots are due back. A ballot, instructions, a voters pamphlet, and double return envelopes shall be mailed to the last known home address of each member in good standing. If a member is in good standing at least 15 days before the ballots are due back. A ballot, instructions, a voters pamphlet, and double return envelopes shall be mailed to the last known home address of each member in good standing at least 15 days before the ballots are due back.

Section 14. A Post Office Box shall be rented in the city of Seattle. Ballots shall be by mail with ballots due back in the Post Office Box by the close of business at that Post Office Box on the day of the election. The ballots shall be picked up from the Post Office Box at the close of business on the day of the election by the Recording Secretary, in the presence of at least one member of the Election Committee and any observer, and returned immediately to be counted in the presence of the membership.

Section 15. Counting of ballots shall be supervised by the Recording Secretary and at least one member of the Election Committee in the presence of the membership.

Section 16. If any officer fails to attend three successive meetings, unless prevented by illness, his/her office shall be declared vacant and his/her successor shall be elected.
Proposal To Change Bylaws – Article III, Sections 1 & 2; Article IV, Section 8; Article V, Section 1; and Article VI, Sections 3 & 5

Submitted by the Bylaw Committee: Financial Secretary Paul Neil, Executive Board Officers Linda Anderson, Joe Mangiameli 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 through the January cycle of Union meetings.

ARTICLE III
OFFICERS
Section 1. The regular officers of the Local shall be:
(a) President/Business Representative
(b) Vice President/Assistant Business Representative
(c) 2nd Vice President/Assistant Business Representative – Maintenance
Financial Secretary/Treasurer or Recording Secretary, a special election will be held to fill the unexpired term. The special election will be held in compliance with Article XII of these Bylaws and Section 14 of the Constitution and General Laws.

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

If a vacancy occurs within ninety (90) days of the normal expiration of the term of office in the position of 2nd Vice President/Assistant Business Representative, the Executive Board shall meet prior to the next regular union meeting and select a member from the Vehicle Maintenance/Facilities Executive Board Office to fill the unexpired term. The appointment must be approved by a majority of the members in attendance at the next regular meeting of the Local.

ARTICLE IV
COMMITTEES
Section 8. Wages and Conditions Committee
The members of the Wages and Conditions Committee shall consist of the President/Business Representative, Vice President/Assistant Business Representative, 2nd Vice President/Assistant Business Representative, Financial Secretary/Treasurer, Recording Secretary and all Executive Board members. A selection shall be made by these members for the Local’s negotiating committee. All full-time officers shall be members of the Local’s negotiating committee by virtue of their office.

ARTICLE V
SALARIES AND COMPENSATIONS
Section 1. The Executive Board shall review and adjust the wages for the office of President/Business Representative, Vice President/Assistant Business Representative, 2nd Vice President/Assistant Business Representative, Financial Secretary/Treasurer and Recording Secretary at the regular December Executive Board meeting. The review and adjustment shall take effect the 1st of January of each year.

ARTICLE VI
DUTIES OF OFFICERS
Section 3. 2nd Vice President/Assistant Business Representative
(a) The 2nd Vice President/Assistant Business Representative shall assist the President/Business Representative and Vice President/Assistant Business Representative.
(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) He/she shall be the primary officer responsible to assist the President/Business Representative and Vice President/Assistant Business Representative with management of grievances and arbitrations for members from the classifications in Article III, Section 10.
(e) He/she shall perform other duties as assigned by the President/Business Representative.
(f) This office shall become effective July 1, 2009.

Section 5. President Pro-Tem
In the absence of the President/Business Representative, Vice President/Assistant Business Representative, 2nd Vice President/Assistant Business Representative, or Financial Secretary/Treasurer, a chairperson shall be selected by the Executive Board members present.

President’s Report, continued

and friends with condolences from our Officers and Membership.

How does one make sense of such a horrific senseless crime such as this? Why attack a bus driver? It’s certainly not for money; with exact fare drivers carry no money. The most common motivation for assaults on Transit Operators is the driver having the audacity to ask for the payment of the posted fare. Some believe that a bus is their own private transportation. No need to have a proper fare, a valid transfer or pass. How dare an Operator “dis them” by simply asking that they — like 99% of our riders — pay their fare?

Transit Operators everywhere from our largest cities to small cities in our Country, in Canada and probably in other parts of our world are concerned for their own safety, as well as that of their passengers on a daily basis. Assaults on drivers are a too common occurrence. Probably nothing short of having a police officer on Edwin Thomas’ bus that fateful day would have stopped this tragic event.

Here at K.C. Metro we now have a full time transit police force from our King County Sheriff’s Department staffed by very dedicated officers and Deputies who take their jobs very seriously. Transit Security, response time to situations has improved immensely but they can’t be everywhere when some nut case decides to misbehave.

Regards to all.
Be Safe...
LFN

Thank you to All Local 587 Members, Metro Managers and County Employees for your Heartfelt Kindness and Expressions of Sympathy Shown To Us during the Passing of Our Beloved Son, Todd. We Will Be Forever Grateful.

Lance and Carol Norton
And Family
Unite 587 to Protect Your Job
By Chuck Lare, Atlantic Base Shop Steward

Proposal To Change Bylaws
Article XII, Sections 3 & 4
Submitted by Bruce Tiebout

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 January cycle of Union meetings.

ARTICLE XIII
ELECTION - ELECTION OF DELEGATES

Current:
Section 3. Balloting shall be by mail with ballots due back in the Post Office Box by noon the third Thursday of the month. Ballots shall be mailed out with instructions and double return envelopes at least 15 days before they are due back.

Section 4. The election shall be supervised by the Recording Secretary. The ballots shall be picked up from the Post Office Box at 12:01 a.m. on the third Monday of the month by the Recording Secretary, in the presence of any observers and returned immediately to be counted in the presence of the membership.

BOLD & STRIKED:
Section 3. Balloting shall be by mail with ballots due back in the Post Office Box by noon the close of business at that Post Office the third Thursday of the month. Ballots shall be mailed out with instructions and double return envelopes at least 15 days before they are due back.

Section 4. The election shall be supervised by the Recording Secretary. The ballots shall be picked up from the Post Office Box at the close of business at that Post Office on the third Thursday of the month by the Recording Secretary, in the presence of any observers and returned immediately to be counted in the presence of the membership.

Section 5. When a question is before the Local, no motion shall be received except the following, which take precedence in the order named:

(a) To adjourn
(b) To lay on the table
(c) For the previous question
(d) To postpone
(e) To amend

Section 6. The following motions are not debatable:

(a) To adjourn
(b) Questions of privilege
(c) Object to the consideration of the question
(d) To withdraw the motion
(e) To lay on the table
(f) For the previous question
(g) Postpone to a certain day
(h) To refer
(i) To amend
(j) To postpone indefinitely

NEW:
Section 5. When a question is before the Local, no motion shall be received except the following, which take precedence in the order named:

(a) To adjourn
(b) Object to the consideration of the question
(c) To reconsider when question to be reconsidered is not debatable
(d) For the previous question

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 January cycle of Union meetings.

ARTICLE XI — RULES OF ORDER

OLD:
Section 5. When a question is before the Local, no motion shall be received except the following, which take precedence in the order named:

(a) To adjourn
(b) To lay on the table
(c) For the previous question
(d) To postpone
(e) To amend

Section 6. The following motions are not debatable:

(a) To adjourn
(b) To lay on the table
(c) To reconsider when question to be reconsidered is not debatable
(d) For the previous question

NEW:
Section 5. When a question is before the Local, no motion shall be received except the following, which take precedence in the order named:

(a) To adjourn
(b) Questions of privilege
(c) Object to the consideration of the question
(d) To withdraw the motion
(e) To lay on the table
(f) For the previous question
(g) Postpone to a certain day
(h) To refer
(i) To amend
(j) To postpone indefinitely

Section 6. The following motions are not debatable:

(a) To adjourn
(b) Object to the consideration of the question
(c) To reconsider when question to be reconsidered is not debatable
(d) For the previous question

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

Proposal To Change Bylaws
Article XI, Sections 5 & 6
Submitted by Bruce Tiebout

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 January cycle of Union meetings.

ARTICLE XI — RULES OF ORDER

Section 5. When a question is before the Local, no motion shall be received except the following, which take precedence in the order named:

(a) To adjourn
(b) Questions of privilege
(c) Object to the consideration of the question
(d) To withdraw the motion
(e) To lay on the table
(f) For the previous question
(g) Postpone to a certain day
(h) To refer
(i) To amend
(j) To postpone indefinitely
Even in the same union. I had no idea that maintenance was a union meeting with a driver who completely understands the other. In reading articles out of my November’s where not one or two, but THREE articles were printed in response to the article written by Mike Rochon, Mike Whitehead, and Jeff Stabile.

In the 18 years plus I have worked for the County, I personally have heard our union referred to as a driving union by two different people from the operations side. I have also engaged in conversation at a union meeting with a driver who had the opinion that maintenance was even in the same union.

I can’t remember there ever having been a discussion between the two areas of the maintenance ranks for any length of time (at all actually); correct me if I am wrong though.

If you asked around on the maintenance side, the average response would probably be that yes we are represented when and if we need the union but may not equally if you will. Operations out number us by approximately 5 to 1 and often if at all though we can’t get there from here.

Our issues are very different in many areas and although the officers have a general grasp of how things operate on our side of the fence, it is simply hard for either side to completely understand the other. In my time, has long been held that what we really need is an operations and a maintenance contract (“A” and “B”) and be negotiated separately.

Numerous times, maintenance has attempted to add another Vice President that would specifically come from the maintenance side, but could be voted in by maintenance OR all the members. Much time was spent and even a plan of where the funding would come from, but each time thus far it seems the wording wasn’t quite right or the money from outside maintenance just didn’t think it best. Sorry, but I have to say it again, often it feels as though we can’t get there from here!

The latest attempt to add a second Vice President for maintenance and Facilities (not union and rail) is in the proposed By-Law only members in Vehicle Maintenance and Facilities are eligible to be nominated for this position. Only members in Vehicle Maintenance and Facilities will be voting on their representative. This feels as though it should be.

A second Vice President would be helpful to the ENTIRE membership, but especially to maintenance. Hopefully, it will be for just that nothing more nothing less.

Dan Betcher, South Base Mechanic

Red Light Camera Intersections

Dear Mr. Bachtel,

As a part-time employee, my current assignment takes me through three Red Light Camera (RLC) intersections daily, Monday through Friday. Each of them different in design which makes them equally difficult to navigate. One at Rainer Avenue South and Massachusetts, a walk light with a countdown, which I use to judge my approach. The countdown only lasts for about six or seven seconds, not enough time for a bus to stop smoothly and safely.

Then, at the end of the countdown, sometimes, but not always, the yellow light appears immediately. Other times, the yellow light does not appear until several seconds after the end of the countdown. I have found myself stopped at a green light waiting for the light to change to yellow and then to red on a number of occasions! How confusing can they make this for us?

My next intersection, Rainer Avenue South and South Massachusetts, does not have a countdown on the walk light, only a blinking hand, which is probably about five seconds before the yellow light and just not enough time to navigate that intersection safely and smoothly. Not to mention that the green light might not even change to yellow after the walk light stops blinking! The walk light comes back on and the green light continues. Again, I find myself stopped at a green light.

The third and probably the easiest intersection to navigate is Northwest Market Street and 15th Avenue North West. This intersection has a long walk light countdown of at least 12 seconds. That gives plenty of time to make a decision as to whether to proceed through or make the stop. However, the yellow light does not appear immediately after the end of the countdown, but several seconds later. If I knew the time delay, it would even make the intersection easier to navigate and I wouldn’t be stopping at the green light at this intersection, too. The point is; there is not consistency.

It probably takes a 60 foot but between five to eight seconds to clean an intersection, longer if your are slowing to stop at a zone on the far side. We need all RLC Intersections to be designed exactly the same way with at least a 12 second countdown on the walk light. We need to push for just that nothing more nothing less.

Dan Betcher, South Base Mechanic

Partially Paid

Dear Editor,

At the December union meeting, we learned that ATU 587 members in rider information and customer service face ten days of forced unpaid leave. Operators, especially part-timers, face pay cuts with the expansion of "partials" in 2009. While Metro/King County reduce service, the public is faced with more fare hikes – after just having a service cut with reduced schedule. We need all RLC Intersections to be designed exactly the same way with at least a 12 second countdown on the walk light. We need to push for just that nothing more nothing less.

Diane F. Blanken, Central Base

Access Seniority

Dear Editor,

I have been an Access driver and member of the local 587 since the beginning of 1999. For the last year I have also been working part time for Metro. Even though Access drivers are paid substantially less compared to Metro drivers, the two jobs are eerily similar. With all the rules and regulations, the unrealistic schedules, difficult riders, working shifts with getting much of a break etc. And yes, don’t forget the stinkers, they ride Access too.

It certainly takes a special type of person to be on out on a daily basis meeting the needs of public service. We should all be proud. Too bad we don’t have the chance to discuss about how to make things better.

What possessed me to write this letter? There is one similarity that I believe makes the difference. That is the way the seniority works. Seniority rules in the union. In essence it’s all we have. Over at Seattle Personal Transit one of two Metro Access providers, we have a one size fits all seniority list. The way the seniority works is the day you begin your job on the seniority ladder. Being on the seniority ladder, anyone hired after you is below you and anyone hired before you is above you.

It’s all about paying your dues. The one size fits all means that whether you are a part time or a full time employee, you get to pick your work based on your hire date. Everyone pays his or her dues. Just like Metro there is a part time and a full time pick. Although unlike Metro, people are not confined to one or the other. Full time drivers may want to go part time. Whether it’s to play golf or to go boating. They can do so and not lose out on all the years and dues they put in. The same is true of the part timers; they can work full time. Whether it is because they have more time to work or because they are nervous about their financial situation. They can change jobs without starting all over. There are no rifts or divisions. Just one group of union members, working side by side with one seniority list.

Linda Arvill, A.O, 8816

Access Seniority

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Linda Arvill, A.O, 8816

Access Seniority
Dear members, as Lance Norton said to me recently, “LET’S APPRECIATE WHAT WE HAVE AS WE LIVE IN ANOTHER bad economy with an EXCELLENT guaranteed contract!” Thanks to our YES vote, we are now the third highest paid transit workers in the nation!!! As millions of Americans are unemployed, our jobs are secure. It’s a scary thought to think we would be the lowest paid commuters would be had we voted NO. Unions trying to negotiate in this economy are finding it hard to get even a 2% raise. We recently got a nearly 5% raise on top of a 3% (retroactive) for a total of nearly 8%!!! For those of you who would say “Yeah, but it’s just C.O.L.A.” Well, as a former steelworker at Bethlehem Steel (1974-1991) I was in one of the first C.O.L.A. contracts. I was a member of the Steel Workers of America Union I belonged to negotiated for C.O.L.A. because inflation was wiping out our raises. To get it we gave up many years of hard work to strike. This shows how important C.O.L.A. is and why you never hear about steel strikes!!! Also, keep in mind, our C.O.L.A. is even better because we have a 3% floor. That floor is the reason our wages have gone up and why our union was in favor of a 4 year contract.

To those of you who voted NO, I would like to say you are entitled to your opinion. Some of you have been in this business longer than I have (since 1991) and fought hard for some of our gains. You chose to go against the advice of our union for many reasons. One operator told me we should be the highest paid transit workers in the nation. Well, if that were the case, we would also make us a target for a cut. It could serve as ammunition for the likes of Tim Eyman and his anti transit initiatives. Another operator told me recently, “Look at what the Boeing Machinist got!” Well O.K., they got a nice contract and a 58 day strike, that cost them about $10,000 each!!! It also cost the state its share of billions of Dollars. Make no mistake, if Boeing leaves this area it will be devastating to us all. Also, most have been laid off for some years now. As a steelworker, I laid off MANY TIMES!!! In my 18 years with Maytag I had not been laid off for ONE SINGLE MINUTE. I also know what it’s like to be PRICED OUT OF A JOB, and I don’t want to see that happen to us.

I also heard from some operators that they always vote NO on the first contract because the second one is always better. Well, it is true that the second contract offer contains some improvements in a few areas. It’s NO shock to us after 3 years of 2.5% raises. We know that there will be no 8% raise. If we don’t retain our 3% floor on the next contract, we could lose thousands of dollars over the years!!! Metro and the union have been so many of our negotiations get extended with a NO vote. This costs Metro and the union a lot of money and does not promote stability. It’s also VERY STRESSFUL for our members!!! We had to wait a year and a half for a C.O.L.A. raise!!! If we’d gone to arbitration we’d STILL BE WAITING!!! (AND MAKING 8% LESS!!!)

It’s been said that everybody’s entitled to its own opinion, but NOT to their own facts. The FACTS of this contract negotiation seemed clear to most of us. Our union leadership, led by the very intelligent open minded and fair Lance Norton urged a YES VOTE on this contract. Which way will their own admission of a status quo contract, it reflected the ECONOMIC REALITY of the county and the economy. In addition, it warned the RISK of turn

ing this contract down. Arbitration could easily result in CUTS. For those that voted NO you IGNORED THE FACTS. NO cut that we voted for put at risk our raise, and even our future. Arbitration at a time like this would make us appear VERY ARROGANT. It would put our business in a bad light in both the city and the public. We are after all paid by the tax payers but what if we lost their support? We’ll BE GONE!!! As Lance Norton puts it “WE’D BE IN A WORLD OF HURT” if we were in arbitration.

The way the economy and the world are going now, it’s likely we will have even more choices to make in the future. As Governor Gregoire said recently when talking about the steel strikes!! (

Now projected to be 5 Billion!!) “It may come down to raise or jobs.” The message seems clear, the age of 1% LESS may be coming. We are starting to hear words like DEFLATION AND EVEN DEPRESSION!!!

President Obama has said an auto bailout should be condition on a SUSTAINABLE AUTO INDUSTRY (CAN YOU SAY CUTS?) If that is the case, I think we should all be glad we have the excellent professional union we have. The lesson to be learned from this contract is to LISTEN TO THEM! THEY GOT US THE BEST CONTRACT WE COULD!!!

I can only hope that our next presi-

dence (Lance retires in 8 months!!) un-
derstands our union’s needs as well as Lance Norton. Our work is BOTH HIGHLY PAID AND STABLE. We are after all a municipal company that needs the public’s support. WITH- OUT IT WE WILL BE GONE. Our contracts will continue to be based on the county’s revenue. WE NEED A LAST CHANCE OF WAYS THAT CAN DEAL IN REALITIES. One can that can balance the expectations of our mem-

bers with the reality of the county’s revenue, AND GET US THE BEST CONTRACT WE CAN!!!!

Twister

By John Farrell

Brother John Farrell reading his poem “Twister” at the North base ceremony on November 28th, 2008 marking the 10th anniversary of the murder of Brother Mark McLaughlin – Lost but never Forgotten.

To All Bus Drivers Everywhere in Honor of Mark McLaughlin

The twister, we know is a terrible storm
Where frenzy and panic is always the norm.
Which way will it go? Oh, how will it end?
It’s a similar feeling when fate takes a friend.

Yes our Mark was gunned down the day after Thanksgiving.
This tore through our lives. We felt guilty for living.
With our minds deep in shock and our sanity reeling.
We tried to assess just what we were feeling.
We thought we’d be pleased in a parade.
But not let it be a just a hopeless charade.
We tried to look strong as the day started out.
Though our faces were stone, we could feel our hearts shout.
From the storms deep inside as they ripped and mangled
The core of our souls. Oh, our minds was all tangled
With anger and pain; with confusion - self pity.
But with our minds we found some relief when we passed through the city.
As we rode through downtown in our tearful procession,
We wondered about our poor choice of profession,
A trade that we know to be not highly rated,
But the drivers among those most certainly hated
We looked out the windows and saw in the faces
Of people who came from all backgrounds and races
Such caring and love that our sadness felt lightened.
In silence and in tears our self image was heightened.
As they stood on the curb and also shed tears,
They thanked us for serving them over the years.
The police worked so hard and helped clear the way
For us and those drivers from towns far away.
Fire fighters stood in salute as we passed
With their engine pulled out as if at half-mast.
Mechanics and Clerks left their tools and their jobs
To share in sorrow, our sighs and our sobs.
Then, we gathered together in a hall built for sports
The stories of good people made up of all sorts.
The rich and the poor, the blind, deaf, and lame,
The town and the weak - not exclusionary, some.
Like “Senator”, “Executive”, and “Chief of Police”.
We all prayed and we cheered and we hugged and found peace.
We said, “It’s for Mark that we’re making this fiasco.”
But he turned it around. Yes, he gave it to us.
VM Management Picking Your Vacation for You, Yea Right

Mike Whitehead VM Executive Officer

By now, you should have seen a copy of Jim Bono’s memo dated 12/04/08 regarding the 2009 vacation pick. There are changes taking place you need to be prepared for. We will start with the pick process itself, now will be on a database. The database primarily was created with one feature that was the “point of contention” in the V.M. vacation process for the past few years — the “carry over.” At the 2009 vacation pick, you will now be made aware of how many hours/days you can carry over at the end of the year per the Labor Agreement. Carryover vacation has two definitions in the Labor Agreement, the first talks of the limits you can carry over at any one time, and this is where the story gets interesting. Around October 7 there was a meeting at King Street to discuss the vacation pick. The Unions Business Reps were there as well as your 3 VM E-Board officers. V.M. management had HR person, a rep from the Business system group, a VM supervisor and two VM employees. There was been the “point of contention” was created with one feature that management was challenged by the Union in the grievance process and this is where the story gets interesting.

The maximum amount of vacation leave that an employee can designate to carry over into 2010 (based on the L587 contract) is 400 hours. The maximum amount of vacation that an employee can designate to cash out to receive in either February or November of 2009 (based on Article 9, Section A of the Labor Agreement) is 200 hours. These amounts will be adhered to. This applies not only in our contract but throughout the county. The only classification where any members exceed the allowed carry-over in our contract was in Vehicle Maintenance. This primarily because Management was not properly monitoring vacation carry-over in the past. The new process, with an improved data base informing members of their balances what they need to do, and each member’s responsibility to monitor their balances and allotted carry-over, will eliminate what happened in 2007.

“Any vacation that is accrued in excess of the allowable carryover amounts in Article 9, Sections (G), 4(A) and 4(B) shall be subject to the discretion of your supervisor.” This means that any vacation hours in excess of the allowable carryover, at the end of the payroll year, shall be forfeited and removed from the Employee’s vacation balance.”

This simply means vacation hours allowed to be carried over each year according to the chart Article 9, Section 4(A) and B. This pick will be strictly adhered to and the existing 480 hour maximum also will be adhered to. This paragraph only in our contract but throughout the county. The only classification where any members exceeded the allowed carry-over in our contract was in Vehicle Maintenance. This was primarily because Management was not properly monitoring vacation carry-over in the past. The new process, with an improved data base informing members of their balances what they need to do, and each member’s responsibility to monitor their balances and allotted carry-over, will eliminate what happened in 2007.

The grievances filed over the Management statement “three week management pick for you” memo has been a consistent theme in the revised memo read as follows:

“From February 6-20, 2009 we will conduct the 2009 vacation pick. This is the opportunity for L587 employees to lock in and secure their vacation for 2009. It is important that each of you participates in the vacation pick.”

The draft “Boon Vacation Memo” 12/04/08 was discussed at the VMLMRC the week before it was distributed and we asked that some words be dropped, words like Re- quire and the sentence no more than 3 weeks remaining in his/her vacation balance. Well as you have seen, Designate replacing Require and management will assign vacation weeks to employees was added, so much for a cut to the fifteen pick sheets.

The "3 weeks management pick year statement that Management alludes to is to violate the contract and will not fly. There are grievances filed and it will be resolved before the 2009 vacation pick.

On one other change is an MOA Local on his authority signed 11/20/08 that there shall be no pick of vacation time. This simply means vacation in excess of your contractually allowed carry over amount will be lost if not used by January 8, 2010.”
Down Wind from a Beached Whale

By Brian Sherlock, Executive Board Officer

I just took the Orca training today and have yet to meet someone who is not concerned that this system does not fit our needs and, as an unnamed supervisor said, “It shows how far you can get from the realities of transit.” A stunning amount of time and money has gone into this project and it is hard to imagine how it could be so badly engineered. However, the fact that it was never thought through does not mean that we are where we are today and do the kind of assessment of applicability that was needed a decade ago.

If we ignore the remarkably poor operator controls, there seem to be two basic problems with this system that will cost the contractor a mint on an ongoing basis, greatly anger our riders and further deteriorate on-time performance. First, this system fails to use our location database to know which zone it is in. Operations are already overwhelmed with issues far more important than this annoying machine, yet it depends on them to remember as they enter the free-ride zone, our busiest service area, to tell it to not charge any hilariously named “smart card” whose owner passes close to its scanner. This will never become an infrequent problem. The inscrutable screens and icons, the fare information quickly flashing and disappearing, when we have so many other things to watch, will all guarantee chaos in figuring what fare was charged and of whom. The problems will only get worse as we try to make the refunds, fare corrections and transaction reversals when the actual charges are unclear and the interface is idiotic. Second, the “smart” system does not keep track of where anyone gets on or off the coach. This guarantees more chaos with a large percentage of our trips having three fares in one trip and the rest having two. If the correct location data we already collect was coupled with reading the cards as the passenger enters and then exits, we could eliminate the overwhelming majority of overcharges and undercharges. Just collecting the undercharges on the 358 and 174 would pay for the engineering change and yield profits until the system is perfected, which just might be a very long time. But the system is to increase the scan range to the width of the doors and read the cards as passengers enter and leave and make this a smart system focused on our actual needs. Without these changes, the Ivory Tower may never prevail.

The gee-whiz technology of smart cards was a solution in search of a problem. Unfortunately, the current design ignores our real-world operating environment. No good engineering could come from this foundation. I suggest that we delay implementing this system until the coast location information is integrated and the zones traversed by the card are used to determine the charges. Otherwise, what we get from this system will be the need for more report time, increased manpower for handling the complaints and significant schedule maintenance. It will be impossible to cover the additional delays; all of these are pointless drains on a budget facing epic shortfalls. The bottom line is that the tiny benefits from this system don’t come close to balancing the operational problems and our budget needs these additional drains like we need beached orcas stinking up our buses.

An Opportunity to Repeat History

By Paul L. Griffin

In 1980 our Local 587 leadership made commitments to do too much for too many people without sufficient resources. By the time the 1980 negotiations were over the local was nearly bankrupt with only a couple of thousand dollars left. In another words, we were in a financial crisis. The membership was nearly bankrupt with time the 1980 negotiations were over without sufficient reserves and control costs so that with never happen again. Good thing too. In our 1990-92 negotiations the local spent $485,000. But Don’t worry-management already knew this. It’s public knowledge. It was learned at the last Charter Meeting that with a little luck the local will make commitments to do too much for too many people without sufficient resources. We, Local 587, are at the cusp of a financial crisis. Big corporations have theirs. The federal government has theirs. And it is. However, Local 587 goes through approximately $2.5 million dollars a year. In the event a major employer (METRO) turned off the dues checkoff the union would be able to function for about six months and then we would be again in a financial crisis facing bankruptcy. That’s a lot about “financial crisis.” Big corporations have theirs. The federal government has theirs. Even King County Government has theirs. Even King County Government has theirs. King County attempted to do too much for too many people without sufficient resources. We, Local 587, are at the cusp of a financial crisis. Local 587 may soon have an opportunity to do too much for too many people without sufficient resources. We, Local 587, are at the cusp of a financial crisis. Local 587 may soon have an opportunity to do too much for too many people without sufficient resources. We learned at the last Charter Meeting that with a little luck the local will break even in 2008. That means we will have spent virtually all of our income. The blame was being cast as the fact that the dues did not go up much this year because the METRO negotiations had not been ratified. Fair enough. This coming January 2009 the dues will go up approximately $2.00 per member per month. So where is the pending financial crisis? In January 2009 we will have the opportunity to self inflict a future financial crisis by voting for another vice president. The new VP is to be voted on is for another vice president who would represent only the maintenance department membership. Each full time union officer costs the membership the neighborhood of $150,000 per year. That’s wages, benefits, employer taxes, expense account, and auto allowance. In another words, about $4.00 per member per month. So if the dues go up by $2.00 per member and the monthly nut goes up by $4.00 per month where is the money going to come from? There was a suggestion that with another full time officer the local would detail fewer members to the local. But if the new VP is for maintenance only and we already have three Executive Board Officers handling the majority of maintenance issues and the new VP will not be available for other departments’ issues then we should let the incoming full time officers “volunteer” their weekends to run the part time pick replacing the shop stewards who already do most of the local’s work and the other picks in lieu of Executive Board Officers? We tried that once and it went over like a floater in the punch bowl.

Assuming the membership approves another VP and the International blesses the by-law where will the additional funding come from? Reserves! We have the reserves to fund such a position for quite awhile but the seeds of a future financial crisis will be sown. That’s assuming there isn’t some unanticipated emergency that reduces a great deal of money. Emergency or not, the reserves will diminish. Then for sure and for certain we will be repeating history by having created our own self-inflicted financial crisis.
Are We Our Own Worst Enemy?

Kermit Gipson, Vehicle Maintenance Executive Board Officer

It is almost two years since I was selected to fill a vacant executive board position and to represent you, our union members. My experiences during this time frame have been across the board. But from what I have seen, for the most part, we are constantly being taken advantage of. So this article is going to consist of a little rant and a little rave, so please bear with me.

Let’s get to the union

The union’s sole existence, to my understanding, is to ensure that the rights, equality, and fairness are applied to our union members while at work. Given all that I have been exposed to, there is still a wide range of issues to become knowledgeable on to be an effective representative for you. Let me be clear, there is a LOT to know and understand, and an effective representative for you is what this position is all about. This is not a paid position. You don’t get anything extra by being a representative is also not about having something to do with your spare time or dollars so it because no one else really wants to step up and bother with doing it. It seems, more times than not, it is a thankless task. Just to love people! And you have to have a love for people no matter what they do! Saying all that, the person who was chosen at the last union election, to the executive board of our union, is almost two years since I was selected to a vacated executive board position and to represent you, our union members. All they have done was to send surveys to every member. These surveys would tell us the things most important to you in regard to the union and their leaders. Our union members are not only had a wealth of knowledge and experience to tap into, you also can! (No, I am not sorry; I had to put that in, simply gather as many people as you can! (No, I am not sorry; I had to put that in, simply gather as many people as you can! (No, I am not sorry; I had to put that in, simply gather as many people as you can! (No, I am not sorry; I had to put that in, simply gather as many people as you can!)

Some of the only help we end up needing is a sympathetic ear to listen to how we doubt our voices out loud and then we end up with nothing! During these charter meetings, being conducted by your full-time officers, your executive board of officers, your executive board of officers, will accommodate everyone, but there is room for a compromise. I am not saying that each of us should attend every meeting; I am saying that we each find some way of attending as many as of us are able to. Come to the meetings and propose some solutions. Again, there are not that many people who attend the meetings, so if you have anything that you have a stake in, simply gather as many people as you can! (No, I am not sorry; I had to put that in, simply gather as many people as you can!) Solidarity—harmony of interests and responsibilities among individual group, as well as, us, the membership.

I can remember the nature of some people. I know our membership is made up of people from all walks of life with different agendas, hopes, ideas, and expectations. Add to that the fact of some of those people pursue those agendas differently than others. But, despite all of our individual characteristics and the fact that we are not alike in every way. Another one, another, what I can say, unequivocally, is that your union officers and staff work hard for you. By doing so, they work hard for us, the union, the union. It is your vote, or lack of it, that will determine the outcome of any issue. There are a number of people who, who attend the meetings, so if you have anything that you have a stake in, simply gather as many people as you can! (No, I am not sorry; I had to put that in, simply gather as many people as you can!)

Some of these meetings leading up to the ratification of our contract. That being in this “Driver’s Union” that I heard we could not get a singular solution that will solve a number of our problems. So, I am not saying that simple shouting is not effective. Only, that the charter meetings will solve all of our problems. But, out of almost four thousand union members, there are only a few people out there who could come up with that one solution that escapes everyone. What is just increasingly frustrating to me, is out of almost four thousand members, how can there only be 20 to 30 people who show up at any given monthly charter meeting?

During contract negotiations, I was given an opportunity to talk with many of you. Some of you that I talked with not only had a wealth of knowledge and experience to tap into, but also see and hear a lot of nitpicking, grandstanding, and, your typical, self-aggrandizing, and, your typical, clichés, discipline, hiring, and the other calls themselves OWLS (sorry, I don’t know what the acronym stands for). Whether you believe that or not, your vote is what it is. But, despite all of our characteristics and the fact that we are not alike in every way, everyone, but there is room for a compromise. I am not saying that each of us should attend every meeting; I am saying that we each find some way of attending as many as of us are able to. Come to the meetings and propose some solutions. There are a number of people who, who attend the meetings, so if you have anything that you have a stake in, simply gather as many people as you can! (No, I am not sorry; I had to put that in, simply gather as many people as you can!)

During these charter meetings, the membership has an inherent right to voice their ideas and opinions. But, the conduct of the meeting should be one that provides the members a secure environment to voice their ideas and opinions without being ridiculed or put down no matter how far fetched, and/or conflicting they might be. Stating that fact, let me say this – an Argument is a constructive tool to discuss an issue; it is not verbal fight where you have to put about your opponent to win.

There are a number of people in the world who are also members of other groups, one is named FORWARD and another is called OWLS (sorry, I don’t know what the acronym stands for). Whether you believe their politics or not, the one thing we all have in common is their commitment and their tenacity. They know whether you like them or not, they will get time to voice their concerns, ask questions, and try and make a good argument
Happy New Year

King County Metro met with the Officers of Local 587 in late November to talk about what had been negotiated with other labor unions in King County allowing their members to be furloughed. We suggested doing a voluntary leave for those who wanted off, but the representatives King County Metro were not receptive to our idea. We either take what the other unions have agreed to or leave it. They offered protections for unions that would agree to allow their members to be furloughed.

Some of the protections were to give employees who were furloughed matching days in 2010 or 2011 if the budget problems were resolved. So, if you were furloughed for ten days you would receive ten replacement days to be used later. Furloughed employees retiring in 2009 or 2010 would be allowed to use vacation pay to make up the difference for furlough time.

Your officers agreed to oppose the proposed furloughs, and to fight King County Metro through the grievance process and file an Unfair Labor Practice.

The current labor agreement Article 7.1 on page 40 allows members to be laid off but it does not have any provisions for furloughs.

### ARTICLE 7: LAYOFF AND RECALL

#### 7.1 REASON FOR LAYOFF

METRO will not lay off any Employee except due to reduction in service, lack of work, lack of funds or improvement in efficiency. METRO will inform the UNION of potential layoffs 45 days or more in advance in order to allow METRO and the UNION to investigate whether Employees scheduled for layoff may continue to be employed by METRO.

If a reduction in the work force should prove unavoidable and provisions cannot be made to retain affected Employees at different job classifications within METRO, then METRO and the UNION will form a relocation task force to seek alternate gainful employment for affected Employees.

If Metro decides to layoff members it would activate the bump back language in Article 7.2 on page 40.

#### 7.2 METHOD OF REDUCTION

A. METRO shall determine the positions to be eliminated. Layoffs shall occur by inverse seniority, within the affected job classification, within the division.

B. A laid-off Employee who has attained regular status in another job classification may displace a less senior Employee in said classification. A position in the highest paying classification, in which there is a less senior Employee and in which the Employee previously has attained regular status, will be offered, except that an Employee shall not be placed into a classification from which the Employee has demoted or failed to complete the probationary period. For such purpose, seniority shall be calculated to include all time spent in the classification in which the Employee is placed, plus any continuous time spent in other Bargaining Unit classifications with higher top step wage rates, in which the Employee had attained regular status.

However, it would create a nightmare for King County Metro because some of the members being laid off would be eligible to return to their former classifications. Other members could bump members and this would continue creating an avalanche effect until King County Metro achieved its objective and reduced its workforce.

At some point in the future King County Metro would have to make a decision to either recall or rehire members. In the event of a recall, it must occur within 24 months and would be seniority driven as agreed in to Article 7 Section 3 on page 40.

#### 7.3 RECALLING LAID-OFF EMPLOYEES

A. An Employee shall be eligible for reinstatement for 24 months following layoff and shall be recalled to service in the order of his/her seniority within a division, and by job classification. To be eligible for reinstatement, a laid-off Employee must keep METRO informed of his/her current address. Metro's obligation to offer reinstatement shall be fulfilled by mailing a notice by registered mail to the most recent address supplied by the laid-off Employee. A laid-off Employee must notify METRO within 15 days after such reinstatement offer has been mailed by METRO and report for work at the time and place stipulated in the notice.

B. An Employee, who fails to respond to the reinstatement offer or who fails to report to work when and where notified, shall be deleted from the recall list.

I am not in favor of any type of furlough or layoff, but if it is unavoidable then expect King County Metro to abide by the contract. Our contract should not be changed without negotiations. To ignore the proposed furloughs would be a serious mistake that would cost us in the future but for right now the members would loss faith in our Union.

We may be facing layoffs in 2009 if the budget shortfalls continue but before King County Metro decides to lay off any employees, I think Metro should take a serious look at voluntary leave without pay first before laying anyone off. While talking to members, there were many willing to take unpaid time off to care for their family members or just to have time away from the job.

The first faze of the furloughs should have already taken place by the time you read this, anyone furloughed should file a grievance using the articles previously mentioned. Also include the work assignment language in your section of the contract which states the eight hour guarantee. Together we stand and divided we will fall.
By Paul Neil

Costs of adding a 2nd Vice President

Although I agree with former Financial Secretary Griffin that the addition of another fulltime officer is a very serious financial commitment by the membership of this local and that we will need to adjust the way we do business, I must disagree with the hysterical nature of the remainder of his article. ATU Local 587 is not currently in or anywhere near a financial crisis. The surplus for 2008 will be smaller then the last few years, primarily because the increase in the monthly dues voted on by the membership in January did not reflect any increase in the wages of the highest paid classification. This was due to the King Co. METRO Transit contract not being settled until after the year. There was discussion of retroactively increasing dues back to the beginning of the year once the contract was settled, but the leadership of Local 587 chose not to do this. If we had retroactively applied a dues increase, then the surplus in 2008 would have been in the area of $70,000.00 instead of $15,000.00. As far as our reserves, Local 587 has more than adequate reserves in cash and CD’s over five months of regular expenses. This does not include our $100,000.00 in Union Labor Life stock, which can not be sold due to a bad decision by my predecessor.

The cost of having a 2nd V.P. will depend on the salary the Executive Board sets, but let’s use the figure of $150,000.00 that Brother Griffin mentions in his article. One way to pay for a 2nd V.P. would be to increase the membership by about 250; this is just about the number of members we would add when the A.T.U. International finishes organizing the Veolia Patrarontrans property here in King County. Another way to be would be to increase monthly dues by $3.00 per member, which is something I could not support along with many others until we make every effort to reduce or eliminate non-essential costs in other areas.

What can we eliminate or reduce? We can start with the budget committee and see through our current budget year which could be examined for savings. Certainly with an additional fulltime officer there should be less detailing needed of Executive Board members, as well as rank and file members. Some of the areas I would want to look at are:

- Currently send a Fulltime Officer plus an Executive Board Officer to attend the Joint Labor Management Insurance Committee. My understanding is that each Union is entitled to send one representative, but because we want to keep close tabs on this important committee, we send two. Eliminating sending an Executive Board Officer to this committee would have saved the local about $5500.00 last year.
- With the use of an all mail ballot for officer elections this year costs for should be reduced from $100,000.00 in the last officer election in 2006 to under $50,000.00 this year.

Continuing to reduce I.T. expenses: Since 2005 these expenses have been reduced from $51,729.11 to $41,362.15 or about 20%. Reduce the number of members we send to various classes, seminars and conferences. Not detailing a member for one day to the Union would save on average about $250.00 depending on their wage rate. Reduce the number of members on committees and how often they meet. These are just some of the ways we could reduce expenses without hurting our core business. The 2nd V.P. will not only be responsible for his/her area of King County Metro Vehicle and Facilities Maintenance but will also be assigned other duties by the President. Just as an historic note, in 1984 when Local 587 added its first fulltime officer (Recording Secretary), the active membership was about 2700, or one fulltime officer per 675 active members. If the 2nd V.P. is added, we will have five fulltime officers for the 4017 active members or about 800 members per fulltime officer. The final decision on whether to add the 2nd V.P. is up to the membership. My opinion as the Financial Secretary of this local is that an additional fulltime officer is affordable if we are willing to shift the resources to pay for it. I am more than willing to work with my fellow officers and the membership to do just that if the membership votes “YES” at the January membership meetings.
Every three years we have an opportunity to participate in the King County Voluntary Employee Beneficiary Association (VEBA) plan. The King County VEBA plan that was available three years ago allowed employees to roll sick leave cash out, available at the time of retirement, into a tax exempt savings account to pay for retiree medical expenses. Three years ago Local 587 decided not to participate in the King County VEBA plan. The decision not to participate was based primarily on two factors. First, all VEBA plans require mandatory membership participation, meaning all employees in a work group or labor union must participate. Members, who may not want to participate in a VEBA plan preferring instead to receive their sick leave cash out in paid wages, wouldn't have an option to receive cash out paid in wages and would be required to participate in VEBA; and second, the King County VEBA came with an expense ratio of approximately 21/2% per annum. The Union didn't research the expense ratio to determine if it was competitive but the expense ratio was nonetheless a contributory factor in deciding not to participate in VEBA.

Once again, the opportunity to participate in the King County VEBA plan is upon us. For the coming three year period King County is considering expanding its VEBA contributions to include cash out of vacation at retirement and/or a small percentage of wages. So why would we want to join VEBA and why would King County be willing to expand its utilization?

VEBA, unlike our 457 deferred compensation plan, allows wages we earn to be invested completely tax exempt. Wages contributed to the VEBA plan are not taxed when deposited or withdrawn as long as the wages are used to pay for qualified medical expenses. Deferred compensation plans, such as our 457 plan, allow employees to contribute pre-tax wages but the employee pays taxes on those wages when withdrawn from the plan.

To illustrate how an average Local 587 member could benefit by participating in the King County VEBA plan I'll use the following example throughout this article. The employee was born in 1960 (48 years old) earns $50,000 per year,缴纳28% federal income tax and 7.5% FICA tax (FICA taxes are what employers pay for Social Security and Medicare) and will have worked for King County for 30 years by age 62. The example employee will earn a very conservative rate of return on his/her VEBA account 2½% above the rate of inflation.

So where are the savings for the employee and employer?

The employee doesn't pay federal income tax (28% in the example) or FICA tax (7.5%) on wages saved in his/her VEBA account.

King County also saves money in not having to pay the employers portion of the FICA tax, approximately 7.5% of the wages contributed.

What is your Union doing to investigate the King County VEBA plan?

At a recent meeting of the Joint Labor Management Insurance Committee (JLMIC) I asked King County management to evaluate the possibility of adding a 1% employee wage contribution to King County's proposal of adding vacation cash out to the existing sick leave cash out VEBA plan. A 1% wage contribution would equate to the example employee above contributing $500 per year (about $20.80 per pay period) to the employee's tax free VEBA account.

The employee wouldn't see a $20.80 reduction in his/her take home pay. The employee would take home $13.52 less and would be saving $20.80 tax free each pay period. (The difference is in the fact the example employee isn't paying federal income and FICA taxes on the example employee isn't paying federal income and FICA taxes on the $20.80)

At retirement the employee contributing 1000 hours of sick leave (paid out at 35%), 480 hours of vacation and having contributed $500 per year for 30 years will have saved $34,875 (tax free in today's dollars). At the current cost of $570 per month for King Care Gold retiree medical and an additional cost of $70.00 for retiree dental and optical (again in today's dollars) the employee could purchase medical, dental and optical for a 54 months or 4 ½ years. Given the PERS II and III retirement plans allow for retirement at age 62 without benefit reduction, which is 5 years before the employee can collect full Social Security payments (at age 67), the wages saved could just about pay for medical, dental and vision for the employee until age 67.

In my humble opinion not participating in the King County VEBA plan is extremely short sighted. For years one of most often cited contract negotiation survey items has been retiree medical benefits. With VEBA, the employee could pay for retiree medical, dental and vision by simply taking advantage of the King County VEBA plan.

Will Local 587 again opt out of the King County VEBA plan in favor of a shortened sighted gain in wages? Come to a Union meeting or contact your Union officers and tell them to investigate King County's VEBA plan and let the membership have a vote on deciding whether to, or not to, participate in the King County VEBA plan.
2009 Elections coming!

W hat? Another election? Yes, in the spring of 2009 there will be an election for the new officers of ATU Local 587. Every member should take a vital interest in this election as, in these uncertain economic times, strong leadership for our Union will preserve our jobs.

The most important change in this upcoming election is that it will be conducted by mail-in ballot ONLY! Keep in mind that the ballot returns dates before June 25th.

Nominations for all positions will be accepted at the April cycle of Union meetings and also on the Union website.

Candidates' statements for Voters' Pamphlet are due on Thursday, April 9th in the Union office by the close of business. NO EXCEPTIONS.

Ballots for Primary Election will be mailed to members on April 29th and must be mailed back in time to be RECEIVED at the Post Office Box before Thursday, May 14th.

Ballots for General Election will be mailed to members on May 16th and must be mailed back in time to be RECEIVED at the Post Office Box before Thursday, June 4th.

As your Election Committee, our goals for this election are summarized in our Mission Statement, below:

Mission Statement

ATU Local 587 Election Committee:
To conduct a fair, impartial, and secure election for our membership;
To provide an accurate and timely count of the results; and
To ensure that our election complies with the requirements of the US Department of Labor, our ATU International Constitution and Local 587 Bylaws.

We Can Do It:
Who says an African American community organizer can’t be President? And who says you can’t be heard and make a real difference at the Legislature? As a matter of fact, you can, even if you’ve never done anything political before. This coming January 30, come aboard our Lobby Day bus and go to Olympia with your ATU Local 587 Brothers and sisters. It’s user friendly and it’s fun! Take a day off from the daily grind to join us!

How it Works:
We provide the games, the food, the bus. We give you an orientation on our issues, and how to lobby. Over lunch, Legislators will talk with us about the transit and working family laws they are working on. We team you up with someone experienced to help you talk to your Legislators. Then we have still more fun on the way back, and get you back by dinner.

It’s Easy to Sign Up:
Here’s how:
1) Fill out the sign up form in this News Review issue and send it to the union office.
2) Put your name in for the day off (in the book for Metro Operators).
3) We will contact you in January with all the details! After you put your name in the book, if you still can’t get the day off, we may be able to help. Please be aware, this is a volunteer effort, the union does not pay you. (You can use your AC time, if you have it).

We Do Make a Difference:
Lobby Day is an annual event put on by ATU 587 COPE (committee on political education). Because we have a very active COPE committee, Legislators know who we are, and they know our issues. You can help keep it that way. When it comes to getting real action on the bills we support, there is nothing more effective than a couple of busloads of union members showing up to remind them, they work for us. You can make a difference!

Send this form to: ATU COPE Lobby Day, 2815 Second Ave, Suite 230, Seattle, WA 98121

Ready, Fun, Action! … It’s LOBBY DAY 2009 … and You’re Invited!

by Linda Anderson, COPE Committee

Let’s Talk Transit

You are invited to join your Union Brothers and Sisters for ATU COPE Lobby Day, January 30, 2009

We’re going to have a great time, as well as lobby about important transit union issues. Box lunches, games, and prizes, and orientation are included.

Leaving Central Base at 8:30am, we’ll drive Metro buses to Olympia to meet with our Washington State Legislators, and be back to the base at about 4:30pm.

Please register via US Mail or Metro in house mail using the form below. Registration forms can also be downloaded from: http://www.atus87.com

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

We must be MAILED in time to be received in our Election Post Office Box by the deadline – postmarks will not count.

There will be tight deadlines for the nominations, Voters’ Pamphlet submissions and address changes. Your Election Committee will be working hard to keep you, our members, informed of these dates. Timeline postings will appear regularly in the News Review, posted on Union bulletin boards as well as the ATU587 web site.

It is important that every member have his or her correct mailing address on file with ATU587. The mailing list for the ballot mailing will be conducted by mail-in ballot ONLY!

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If a runoff election is needed after the General Election, it will be on or before June 25th.

Note: All of the above dates are subject to change, depending on the outcome of the bylaw change to be voted on in the January cycle of Union meetings.

In summary, your Election Committee is working hard to inform members about these new changes to our election by mail-in voting. Having the correct mailing address on file with ATU587 and returning your ballots promptly will ensure your vote is counted. Because of the difficult economic conditions we face, with layoffs and budget cuts, it is important for every member to participate in this election of the Union Officers. They will represent us all in our dealings with Management.

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Please fill out completely—we need your home address and contact information!!

NAME
E-MAIL

HOME ADDRESS (WHERE YOU’RE REGISTERED TO VOTE--NO P.O. BOXES)

STREET

CITY
ZIP
LEG. DIST. (If you know it):

METRO ID# WORLDSITE

PHONE CELL PHONE

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