Taking Confidentiality to the Extreme

In each edition of our newsletter we report the status of pending arbitration cases and the date(s) of the upcoming arbitration. Arbitration cases are individual grievances that have not been resolved through multiple steps of the grievance process and are then forwarded to arbitration by a vote of the membership. Also reported are cases concluded and awaiting decision and those cases where a decision has been rendered. Our membership decides after hearing a report from the President or Vice-President through our monthly meeting cycle to proceed or not to proceed to arbitration. A vote is taken by secret ballot of the members attending that month’s meeting. Annually the costs incurred in taking cases approved for arbitration are totaled up and divided by our total membership and those costs are assessed in the next year’s “free paydays.” The costs include the Union’s Attorney fees, detailing of union members for testimony; the neutral arbitrators fees, etc. Some arbitration cases can be concluded in one day but most are at least two, and occasionally three days, depending on how complicated the case may be. My point in all this is our membership by voting to proceed to arbitration is entitled to know the results of that arbitration as well as any settlement obtained prior to or during the arbitration hearings.

Last summer one of our operators working for one of our Access providers was terminated for what management considered a preventable accident. I represented our member through the three steps of the grievance process and brought this case before our membership through the November cycle of meetings requesting approval for arbitration. The membership overwhelmingly approved arbitration by a vote of 65 Yes 1 No.

Approximately ten days prior to the scheduled arbitration date of April 10th, 2007 our Local’s attorney informed me Management’s Law firm wanted to enter into talks regarding a possible settlement. I represented our member through the three steps of the grievance process and brought this case before our membership through the November cycle of meetings requesting approval for arbitration. The membership overwhelmingly approved arbitration by a vote of 65 Yes 1 No.

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Arbitration Update

1. Charles Gibson: Member employed at Seattle Personal Transit grieved termination for alleged negligent driving. Grievance settled prior to arbitration with substantial financial award to Brother Gibson. Brother Gibson chose not to return to employment with Seattle Personal Transit.


3. Richard Paddon: Grieved management performing bargaining unit work. Arbitration began in February with additional dates scheduled in May and June.

4. David Moore: Grieved termination for an accumulation of alleged minor preventable accidents. Scheduled in April.

5. Chrystie Beaty: Grieved termination for an alleged accumulation of unexcused absences. Schedule pending.

Business of the Membership

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

- The membership voted to approve the motion by Paul Neil to authorize the president to send up to four members to attend the organizing workshop in Portland Oregon on April 27, and 28, 2007 paying one-night lodging, mileage and per diem.

- The membership voted to approve the motion by Linda Ander son to send One (1) member to the Washington State Labor Council (WSLC) Labor Candidate School paying registration, travel and per diem.

The following members were April pot draw winners: Lisa Nault at the Charter meeting, Joe Kadu shin at the Morning meeting, Troy McKevelly at the JTA meeting, Grace Johnson at the CTS meeting. CTS rolling pot draw of $200.00 was lost by Judy Hueltt. Next month’s rolling pot will be $225.00.

Executive Board Report

April 24, 2007

All officers were present.

The following business was conducted:

- Motion by Paul Neil to recommend the membership approve the Ed Stanard motion under unfinished business.

Tentative Agenda

Membership Meetings:

CHARTER MEETING
Thursday, May 3, 2007
7:30 p.m.
The Labor Temple, Hall #8
2800 1st Ave., Seattle, WA

JEFFERSON TRANSIT
Monday, May 7, 2007
7:00 p.m.
Port Townsend Rec Center
Port Townsend, WA

MORNINGS MEETING
Friday, May 4, 2007
10:30 a.m.
The Labor Temple, Hall #6
2800 1st Ave., Seattle, WA

CLALLAM TRANSIT
Tuesday, May 8, 2007
7:00 p.m.
Vern Burton Memorial Building
Port Angeles, WA

Among Topics to be Discussed:

- Grievance and arbitration update
- Streetcar bargaining
- Organizing committee
- Food Drive

Unfinished Business:

- Motion by Carl Thompson to direct the president of Local 587 to send a letter of protest over rising gas prices to the ATU International.

- Motion by Ed Stanard to pay up to $600 for a sign along side Highway 101 in memory of Brother Steve Biss who was killed by an intoxicated driver.

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Letters to the editor

Letters/contributions must include printed names, signatures, work ID numbers, addresses and phone numbers that can be verified during working hours. Letters that cannot be validated will not be published. All articles/letters are subject to editing and should be limited to 1000 words or less. Not all letters can be published due to space limitations. Cut off is the 15th of each month. Any submission from a member of Local 587 to the News Review deemed unprintable by the Recording Secretary shall be forwarded to the Executive Board for final decision to publish.

Send letters to:

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

In Loving Memory...

As we look deeply within, we understand our perfect balance. There is no fear of the cycle of birth, life and death. For when you stand in the present moment, you are timeless.

—Rodney Yee

OFFICERS OF THE AMALGAMATED TRANSIT UNION, LOCAL 587:

LANCE F. NORTON
President/Assistant Business Representative
email – bnortong@atu587.com

KIRK McCOY
Vice President/Assistant Business Representative
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Recording Secretary
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WEB SITE: http://www.atu587.com

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

WASHINGTON STATE LABOR COUNCIL (WSLC) Labor Candidate School

Among Topics to be Discussed:

- Grievance and arbitration update
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Why do we choose the words we choose?

By Kevin Cooper

We choose our words by example. We overhear other people speak and we read words. Our words have an impression on those who hear them. We have to start at the Bases and speak well about each other. Speak well about our co-workers, our supervisors, our management, as well as our customers, our ridership. Without our riders we would all be out of work. It is time we speak eloquent and kindhearted words.

What would happen if we choose excellent, thoughtful, and compassionate words during our daily work schedule? Someone might overhear us and tell their co-worker that they were nice to work alongside. Someone might overhear us on the bus and go home and tell their wife or husband how much they mean to them in their life, it might save a marriage. Someone might overhear us, and whisper in their children’s ear how much they are loved, how much they appreciate being a parent to them. Your son might overhear you and go to school and be compassionate with these words he heard and tell his best friend who was considering drugs as a lifestyle that there are better options. Another child might do this for your child. Your daughter might feel your words in her soul and walk out of the home in the morning with a glow on her face and a smile on her lips. How infectious this would be. Your grandchildren might see your love for others and remember that love for the rest of their lives long after you are gone. What a legacy you might leave. A homeless person might overhear us and put down their bottle or needle and walk out of the home in the morning with a glow on her face and a smile on her lips. Your words speak are the words that creep into our mind and spirit and create ideas. We then share these words and ideas with our family, our friends, our colleagues, our bosses, our supervisors, our managers and those strangers and acquaintances we meet every day. In order to speak them we must hear them or read them so we have a huge responsibility to create compassionate, excellent, stimulating, healthy and caring words and ideas that can be understood by all and move us in positive ways.

I have been enriched by my interactions with the members of the ATU587 union and the Metro organization, but I am saddened for the few who are unable to grasp this basic element about the human spirit.
Local 587 does not have copyright approval from the *Seattle Times* to post the Everett Minard article in on its Web site. To read the Everett Minard Article and view the associated pictures see either the print version of the *News Review* or go to the archive section of seattletimes.com
Lawmakers enter home stretch

The final week of the 2007 session of Washington’s State Legislature begins amid hopeful signs on a number of labor-supported bills. Several priority bills survived last week’s somber Friday the 13th cutoff deadline, including a strong 61-36 bipartisan vote to approve an amended version of SB 5659, the Family Leave Insurance bill (see story below).

There are reports that lawmakers may try to wrap up things quickly and adjourn as soon as this Friday, two days earlier than schedule. SB 5659, it’s important that the bills that were amended in the opposite houses, like SB 5659, are acted upon quickly to get concurrence in the original house, to recede from the opposite-house changes, or to reconcile the two versions. This work began Saturday and continues all week.

Meanwhile, the Governor has begun to sign labor-supported bills that have reached her desk, including last week’s signing of the crane safety legislation, HB 2172, requiring certification of construction cranes and crane operators. Governor Gregoire’s pen will be kept busy all week with daily bill signings scheduled Tuesday through Friday.

Keep track of what she has signed into law at the WSLC Legislative Tracker.

House passes amended Family Leave bill

The last item on the House’s agenda before Friday’s legislative cutoff and head home — SB 5659, the Family Leave Insurance bill. A significantly scaled-back version of the legislation easily passed on a 61-36 vote, including 22 Democrats (the earlier version was passed by 41 Dem votes, including 16 with the stronger version that previously passed the Senate, 32-17).

Having been amended by the Appropriations Committee into a title-only bill, negotiations in the House aimed to address some representatives’ concerns about the program’s scope and its funding mechanism. Ultimately, a new version of the bill surfaced that offers the paid leave only to parents of newborns or newly adopted children, and eliminates the Senate-approved bill’s coverage for missing work to deal with a natural disaster or serious illness. The benefit remains up to five weeks of partial wage replacement at a stipend of $250 a week (pro-rated for part-timers), but the House-approved version delays the decision on how to finance the program by creating a task force to make that recommendation.

The strong House vote represents major progress; family leave legislation was previously signed into law in the Senate but never the House. Although this historic development in the six-year legislative struggle is welcome and appreciated, the Washington State Labor Council and other family-leave advocates urge lawmakers to reconcile the bills and restore coverage for both new parents and workers with family health emergencies.

As for the program’s financing, the original bill proposed a 2-cent-an-hour payroll deduction on workers. This premium of between $20 and $40 a year would have granted all workers the security of knowing they can afford to take some time off work if they need family health emergency or when they welcome a new child into their family. A poll by Lake Research Partners asked residents whether they would support the Family and Medical Leave Insurance program funded by a 3-cents-an-hour premium — that was before supporters were convinced that the 2-cent premium provided sufficient funding — and found that 73% supported it. That said, an even stronger majority thought employers should pay part of the premium.

Our point? Family Leave Insurance is a very popular idea whose time has come, and workers are willing to pay this tiny premium to get that economic security for themselves and their families. We urge lawmakers not to scale back what is covered under the program based on unfounded fears that the program’s cost will spook voters.

Taxpayers Healthcare Fairness is still alive

A news report Sunday on the possible demise of one labor priority has been greatly exaggerated. The effort to protect certain large employers from shifting their health-care costs onto taxpayers remains alive.

As we’ve previously reported, the bill dubbed the Washington Taxpayer Healthcare Fairness Act (HB 2094) — which would require employers of 1,000 or more to re-imburse the state for any unspent tax credits on employer-subsidized health plans — has missed a cutoff deadline. But since that time, it has had another public hearing and there remains support among Democratic leaders to try to implement this popular policy as part of the budget. So it is alive right up until the final gavel falls.

Gov. Gregoire and key legislative leaders have acknowledged that large employers’ cost-shifting is a significant contributing factor in the erosion of health coverage in Washington State. They have received thousands of telephone messages from workers that this problem hasn’t gone away and needs to be addressed.

The Washington State Labor Council and its affiliated union organizations urge lawmakers not to let large employers off the hook.

Budget: Don’t tie the hands of the PERB

Always last but never least on the State Legislature’s agenda is the operating budget. Thankfully, both houses’ proposed biennial budgets fully fund the state employee contracts, although some lawmakers are working to back out of a promise on pension “gainsharing,” which allows state workers to share in extraordinary gains in their retirement funds’ investments.

The Washington Federation of State Employees, AFSCME Council 28 also points out that there is a budget proviso that effectively prohibits the Public Employees Benefits Board from making any improvements to state employees’ health benefits over the next two years. The Washington State Labor Council joins WFSE in urging legislators and Governor Gregoire to remove that proviso in Section 951 (b) of the Senate budget and Section 949 (b) of the House budget. The PERB should have the ability to improve health benefit levels for state employees.

A round up of what’s still out there

Here’s a status report on some other WSLC-supported bills:

SB 5373 (Kohl-Welles) — This bill addresses employer Unemployment Insurance fraud and excess socialized costs. It would also close the Professional Organization loophole by requiring their clients to maintain their own UI experience ratings.

SB 5733 passed the Senate 36-11, and passed the House 64-30. It is now on the Governor’s desk awaiting signature.

SB 5675 (Franklin) — Increasing minimum benefits paid to injured workers to the same standard used in the Unemployment Insurance system, which is 15% of the state’s average monthly wage but no greater than 100% of the injured workers’ wages. Minimum benefits were last increased in 1969.

ESB 5675 passed the Senate 37-8. The House passed an amended version 68-29. The two versions must be reconciled.

SB 5676 (Keiser) — Disallows an employer from forcing workers to take their sick leave when they are “kept on salary” for purposes of workers’ compensation. "Kept on salary" status allows employers a premium break since no time loss payments are recorded, and therefore the employer should pay the worker’s full salary not some portion of it.

ESB 5676 passed the Senate 31-15, and passed the House 69-29. It now heads to the Governor’s desk.

SB 5920 (Kohl-Welles) — Establishing a pilot program for vocational rehabilitation reform in our workers’ compensation system.

SB 5920 passed the Senate 42-4, and passed the House 74-21. The Governor is scheduled to sign SB 5920 today.

HB 1244 (Conway) — The Workers’ Compensation Hour Bill creates parity between injured construction workers and all other injured workers in Washington State by applying the 2000 Cockle Supreme Court decision uniformly to all workers. If health care contributions to a worker’s hour/shank stop due to an injury and the injured worker is off work, then the value of that health care contribution is added to the worker’s time loss payment.

HB 1124 passed the House 80-16. The Senate passed an amended version 47-0. The House has convened with the Senate version, 63-31. It now heads to the Governor’s desk.

HB 2010 (Haigh) — Creating responsible bidder criteria for public works contracts that will improve public works and provide consistency by ensuring bidders are licensed, certified and registered with the state, are able to pay workers’ compensation coverage for their employees, and making contractors responsible for ensuring the same of subcontractors.

HB 2010 passed the House 76-21, and passed the Senate 45-3. It now heads to the Governor’s desk.

HB 2079 (Conway) — Clarifying the agency fee rules. This bill regarding union accounting processes has been misinterpreted, perhaps deliberately, by some as allowing the agency-shop fees to be used for political purposes. It does not. It clarifies existing statute by making it clear that agency-shop fees are not considered used for political purposes when sufficient funds exist in the union’s general treasury to cover the expenditure.

HB 2079 passed the House 55-42, and passed the Senate 29-20. It now heads to the Governor’s desk.

HB 2111 (Williams) — All bill granting collective bargaining rights for adult family home providers. These are small-business owners providing residential assisted living so elderly and disabled adults can live with dignity in a family-like atmosphere with as much independence as possible. Providers depend on state reimbursement that leave them underpaid. Both adult family home associations support this important bill.

HB 2111 passed the House 80-16, and passed the Senate 32-17. It is now on the Governor’s desk awaiting signature.

Call the Legislative Hotline and leave messages for your legislators on these bills! 1-800-562-6000.
Letters to the Editor...

Dear Editor,

“Hey Joe, why don’t you write a letter asking for a driver complaint board?” this rather eccentric Ryerson operator asked me. “You mean like the chalkboard in Central’s bathroom?” I asked. “No Einstein, I’m talking about a board like we have for driver complaints, but instead it would contain driver complaints. Think about Joe, at the very least it will be fodder for the bull-pen and who knows maybe some drivers could benefit from reading what our disgruntled passengers write about us.”

“I know! How about a chalkboard in the bathroom so we can write about those who refuse to use the disabled access?”“Dis” commendations” “Thata boy Joe!” he said.

Sincerely,
Joe Kadushin
Ryerson Base

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Ya Gotta Wonder

Dear Editor,

I read Executive Board Officer Wakenight’s article “Ya Gotta Wonder, Why Now?” in the April issue of the News Review, with a mixture of amusement and disbelief. Amusement in that Sister Wakenight’s articles continue to take on a Chicken Little sort of tone. Disbelief because I would think a veteran executive board officer would know better.

To begin with, seasoned union officers as well as managers know that the wheels of government grind ever so slowly. For an executive board officer to suggest that King County managed to get a program such as onsite physical therapy off the ground only because our contract is expiring in October is ludicrous at best. Executive Board Officer Wakenight further questions what budget item allows for money for a private company. How about benefits budgets? Or risk management budgets? If I didn’t believe any of our medical benefit providers are public entities, they are all private companies. In fact, the list of private companies that are part of the County budget are numerous, including, but not limited to: the company that services the vending machines, the company that provides our uniforms, the company that handles the advertisement in our coaches...you get the picture.

Executive Board Officer Wakenight then becomes vicious and demeaning in her commentaries regarding the qualifications and credibility of the physical therapist providing service for the County, whose name, by the way, is Danielle Vernon. I don’t believe Sister Wakenight ever mentioned her by name. I wonder why? Or maybe Wakenight is aware of the rigorous education required of licensed physical therapists, and how competitive those programs are. Ms. Vernon provides physical and occupational therapists likely had the same training and education as Ms. Vernon. But I had to burn four hours of sick leave, drive my car using my gas to Eastside Group Health, sit in traffic both ways most of the afternoon, and paid $20 for the privilege to receive treatment from them. I suppose that alone makes them more qualified for the job of telling me how to sit in a bus so that I don’t hurt myself.

And, wait, there’s more! Sister Wakenight expresses skepticism over Ms. Vernon’s claims to have received first-hand experience in the realities of a physical job requirement. How many times have we received advice and direction from any of our medical providers knowing that said advice is not applicable to our worksite, i.e., the driver’s area of a bus? Neither my FT nor OT has ever come down to my worksite to speak with me or my coworkers on how we conduct our job in order to better treat me. Nor have they actually sat in a bus to get a feel for our work physically. I have had said coaches for a real-life experience on the physical requirements we experience as bus drivers. Ms. Vernon has not only experienced our work area first hand, but will work with those of us who request the compensation right to work environment! I fail to see how this negates her credibility as a physical therapist.

Even if Executive Board Officer Wakenight is not in favor of the program, at the very least she should not provide the members with inaccurate information. To wit: contrary to Sister Wakenight’s statements, Ms. Vernon’s treatment is not necessarily how to do our jobs. Ms. Vernon’s role is to suggest ways in which we can physically arrange ourselves and move around within our work space so as not to injure ourselves WHILE we DO our jobs. And, no Sister Wakenight, no one changed the rules. Read the memo. Ms. Vernon’s treatment is limited to members with Worker’s Compensation claims who choose to use her service, as our choice of providers with regards to Worker’s Comp claims is still very much protected by law. Any further service Ms. Vernon provides, whether physical or occupational should be examined on a case by case basis.

The form that has been added to the Industrial Injury packet is for the member’s convenience. It actually, contrary to Ms. Wakenight’s statement, requires you to see your doctor in order for your doctor to authorize the referral. How to sit in a bus so that I don’t hurt myself.

Had Executive Board Officer Wakenight been paying attention during past Executive Board meetings, she might have read the Timekeeper Recording Secretary report on the County’s interest in providing onsite physical therapy services. She might have seen the handouts from the Union President distributed to Executive Board Officers listing this proposal among a number of changes the County wanted to make to their Risk Management procedures. She might have heard that one reason the County wanted to institute this program was to save on the amount of time lost for employees needing further physical therapy treatment once they phase back to work or have returned to full duty. For anyone unfamiliar with workers’ compensation, if an employee is phasing in they do not get paid time lost for treatment. While the Union expressed skepticism of the success of this program, saying that many employees would look at it with a jaundiced eye, the Union did understand that there were advantages for some of our employees to have the choice of receiving their treatment closer to work.

I find it interesting that said skepticism would come from a pre-supposedly informed executive board officer. I guess Sister Wakenight sums it up in the one statement in her article that holds water: “…perhaps some of us are just untrusting of the good things that the County has to offer.” That’s really too bad, for good things, and then when we get them we don’t trust them.

Sincerely,
Jennie Gil

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Sick Leave

Dear Editor,

FINALLY, FINALLY, after working here almost 30 years I feel like management is treating us like adults when dealing with sick leave. Remember when we had to go to the doctor to get a note after 3 incidents of sick leave a YEAR? How ridiculous it was to take up an appointment and the doctor’s time to get a note for a bad cough or cold when all I needed was rest and lots of fluids. Bus drivers have a unique job in that we cannot be out driving hundreds of people around safely when we are coughing and sneezing or having some other physically distracting ailment. It can really be a safety issue. I appreciate King County management realizing when we are sick it is not always necessary to pay to see a doctor. I realize this new policy is an issue of trust between the operator and management. I want to make sure my sick leave is used for being sick. When my kids were teenagers my discipline policy was “I will trust you until you show me you cannot be trusted.” It made them want to make right choices. I feel like Metro is now saying that to us. We need to rise to this level of trust and not abuse the sick leave policy. A few operators misusing this policy can ruin it for all of us. Please value this new sick leave policy and use it appropriately. I know it is hard to get days off...I just spent two nights at North Base getting about 4 or 5 hours sleep to get a Saturday and Sunday off in 30 days. Another operator was spending 5 days there because of a planned trip he could not pick as vacation. Management needs to find ways to give operators more flexibility in getting days off. These are days we have earned as contract time but try to get off! We need a higher limit of guaranteed days in the lay off book. But that will be impossible...right now, I just swallow in the joy of finally being treated with trust. I would like to thank our Union and King County Management for giving us this reasonable sick leave policy.

Sincerely,
Ruth Wilson
North Base Shop Steward

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

Notice to all readers

Views and opinions expressed in News Review articles are those of the authors and not necessarily the official position of Local 587
H ELPING PEOPLE SUCKS! Good, I got your attention. You are a part of a vast majority of people. It gives me no better joy then to help others. However, it is sad as very few are appreciative. That is what, for lack of a better term, sucks. Many times I will help someone and they never even say – THANK YOU. I am learning people expect to be helped. These are called CONSUMERS.

In life there are consumers and there are PRODUCERS. I like to consider myself a producer as I create. I do not ask for handouts but believe in you and yang or in more man terms you are the one that takes care of you. I often feel compelled to help others as I see their need and I have the knowledge and ability to help. A good 95% of people are consumers. The other 5% are producers, and these are the people that make the world go round.

When you see a nice car drive by, do you say, “Wow, that’s a nice car, if only I had the means!” or do you say, “Nice car. I’ll have one shortly” and KNOW that car is already yours.

There are individuals in this world who have, either by necessity or by choice, gone from sleeping on the streets to sleeping on satin sheets in a penthouse in the most luxuri- ous part of town. This talent is not anything special. This is in each and every one of us. I know some very, what would be considered in present day society uneducated people, who are legally filthy rich. This is due to their consistent hard work and working on the proper things. These people have the desire to get up early each morning and will work until the wee hours of the morning if necessary because they have a goal and they have a path to reach that goal.

We can envision riches galore to our wits end. This will in fact attract these riches. There is another step involved though, we must do get what is considered the universe provides. We can sit on our couch each day watching television or each night with our feet up envisioning riches and waiting for them to come to us. However, if an opportunity arises, and we choose to sit around envisioning, the universe will pass by. We in this instance created our path to our goal, but without grabbing what was sent to us, we will not attain this.

Whoever is awaiting a lottery winning, an organization to pay them great sums of money, an inheritance, or money to simply fall out of the sky are consumers and are taking away from the world. Those who are grabbing every opportunity granted and doing what is necessary to take full advantage of that oppor-
tunity or contributing to their fullest to organizations to which they are consumers.

No matter what the task may be, we need to each put forth our 110%. Many say there is no such thing as 110%. If that is the case then we are truly never giving 100%. There is an exercise a high school basketball coach once mentioned and I ask you to read it and then put down this writing and do it. Ask yourself, do it to learn this wonderful lesson. First stand up and get comfortable. Shake your arms and be loose. Now focus. I want you to reach as high up into the sky as possible. Reach for the stars. If you are not far up as you can --- now reach higher. Stand on your tippie toes, extend a bit more. I guarantee each and every one of you that you were able to reach a millimeter higher. This is the extra 10% in 110%. We can all go the extra step. If we can all go that extra step then why do many ask for help on things they can do. If you do not know something, I suggest you remember your first grade teacher who told you to look it up. Look it up and know about it. If you do not know why yeast makes dough rise, look it up and find out the chemical compositions and how when mixed it reacts.

Why do most take cars to get an oil change done? It is less expensive to do it oneself. The reason is, the person is either too busy with menial things, able to afford it and has all their cars serviced as well as their nails, pets, etc. or the most likely is that they do not know how. They are never taught and never took it upon themselves to learn. When they realize how simple it is, they will be amazed.

This is one of the biggest tasks in that people do not take it upon themselves to do things. They wait for initiative from outside sources or direction from outside sources. Why is it a 21 year old can learn a stock in and out and then is able to gather up investors to purchase enough of it with the IPO and net $60 million and a 50 year old cannot do the same? If anything the 50 year old should have an advantage as people would rather do business with a 50 year old than a 21 year old.

We have all heard about how we can do anything if we only put our minds to it. WE CAN. This statement however leaves out the fact that we must put forth an effort. This effort is mental, physical, and also spiritual. It is mental is that it will leave you mentally drained. Mental efforts also will leave you physically drained and you will feel it in the physical. By having a spiritual effort states one must use metaphysics weather knowingly or unconsciously.

A man by the name of Chris Gardner (played by Will Smith) whom recently had a movie made after him called the “Pursuit of Happiness” was for a while sleeping on the streets in a subway bathroom with his young son. Gardner though at first envisioning what he wanted in life created the opportunity which presented itself in the form of an opening as an intern as a stockbroker with a very large firm. His hard work and desire then landed him this position. Continued pursuit landed him among today’s finan- cially fortunate and his previous goals have been realized.

Chris Gardner as well as the 21 year old, previously mentioned, is in all of us. Stop asking for direction and justplain DO IT. Stop asking for a handout and create what you are in need of. You will feel better as a whole and be better off for it.

A person by the name of Vince Lombardi, while he was alive once stated, “But I firmly believe that any man’s finest hour, his greatest fulfillment of all he holds dear, is the moment when he has worked his heart out in a good cause and lies exhausts on the field of battle — VICTORIOUS.”

Each day upon resting we should all feel exhausted from our efforts of the day. In the end, once the goal has been completed ......You will know.

By Efren M. Villanueva

**Exhausted on the Battle Field — Victorious**

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**Upcoming at Local 587**

**MAY 03** Charter meeting

**MAY 04** Morning meeting

**MAY 07** Jefferson Transit Authority meeting

**MAY 08** Clallam County meeting

**MAY 11** Open shop steward nominations for Transit Operators

**MAY 18** Close shop steward nominations for Transit Operators

**MAY 18** Open shop steward nominations for Vehicle Maintenance

**MAY 25** Close shop steward nominations for Vehicle Maintenance

**MAY 29** Executive Board meeting

**JUNE 11** Shop steward election at Jefferson Transit Authority meeting

**KC Metro Transit Operator Pick Dates**

**Pick for KC Metro Part-time operators**

April 28, 29 & May 5, 6, 2007

Central/Atlantic Base - second floor

**Pick for KC Metro Full-time operators**

April 30 through May 4 and,

May 07 through 10, 2007

Central/Atlantic Base - second floor

**KC Metro Vehicle Maintenance Pick Dates**

May 15, 16 &17
Confidentiality: "Employee agrees that, unless he is compelled to do so by law, he will not disclose to any other person any information regarding the substance of this Agreement, except that he may discuss the terms of the Agreement with his spouse, tax advisor, or an attorney with whom Employee chooses to consult regarding his consideration of this Agreement, provided that any such individual agrees to keep that information strictly confidential and disclose it to no other person. Employee further agrees that he will not initiate or participate in any discussion or communication concerning or relating to the resolution of his Grievance with _______ . If another person asks Employee about the grievance, his response shall be limited to the following statement: ‘We’ve reached a mutual agreement resolving the grievance.’"

Our Local represents approximately 4,000 members under six labor contracts. Those contracts are with King County Metro, Jefferson Transit Authority, Callam Transit System, Paratransit Services, MV Transportation and Solid Ground, formerly known as SPT. In order to adhere to my restriction I cannot tell you who the employer was in this case. So I won’t! However, I will tell you who it wasn’t.

It was not King County Metro, Jefferson Transit Authority, Callam Transit System, Paratransit Services or MV Transportation.

As far as the settlement goes I’m restricted from releasing the specific details. In similar settlements, I would be disappointed and reluctant to agree if it did not have provisions concerning the following:

- The termination is stricken from the record of the employee, resignation or retirement is the reason documented for leaving employment (if the employee agrees not to return to their former position).
- The employee is made whole by the employer for all employer contributions to their pension account.
- An agreement by the employer to withdraw any appeal of the employee’s receipt of unemployment benefits.

A significant cash settlement to a single employee. In this case the cash settlement was well into the five figures!

Suffice it to say I was not disappointed or reluctant to agree to this settlement nor was the member I represented.

So at the end of all this, the question remains... Why impose such confidentiality provisions in the settlement? Could it be that when the case came before the employer’s attorneys, the attorneys that had to defend the managers’ decision to terminate the employee realized, “We ain’t got much of a case here?”

“Let’s try to settle this case and protect ourselves from being embarrased for making a dumb decision”, I am thinking that may very well be the case. But then again what I do know, I’m only the Union representative that continuously tries to help management be more reasonable and understanding.

Regards to all,
Be Safe...
Lance F. Norton
President/Business Representative
Local 587

The Fog of Wear

Brian Sherlock, ATU Local 587 Executive Board Officer

... have you ever wondered why the same extremely costly mistakes are made in procurement after procurement after procurement?

The overwhelming majority of our coaches pull to the right. It seems to be worse in the Gillig fleet where the average coach requires that the tires be rotated. I would suggest that this routine maintenance be considered a number of causes and one easy fix; just rotate the front tires. The problem is that for the most part, this routine maintenance simply isn’t getting done. As usual, this is not a problem with our exceedingly good mechanics; it is a failure of VM Management to schedule the work. The most recent episode in this over four year ongoing saga occurred at the latest Joint Safety meeting where we were told that the tires are being rotated and I showed that very few coaches have received this required maintenance.

The Manager of VM then told the General Manager, his division managers and the Union that there is no tracking of tire wear. I would suggest that this is not a problem with our exceedingly good mechanics; it is a failure of the County’s records and disclosure to no other person. Mr. ________, unless compelled by law to do so.

The Employee restriction is considerably more expansive and reads as follows:

The termination is stricken from the record of the employee, resignation or retirement is the reason documented for leaving employment (if the employee agrees not to return to their former position).

The employee is made whole by the employer for all employer contributions to their pension account.

An agreement by the employer to withdraw any appeal of the employee’s receipt of unemployment benefits.

Confidentiality: “Employee agrees that, unless he is compelled to do so by law, he will not disclose to any other person any information regarding the substance of this Agreement, except that he may discuss the terms of the Agreement with his spouse, tax advisor, or an attorney with whom Employee chooses to consult regarding his consideration of this Agreement, provided that any such individual agrees to keep that information strictly confidential and disclose it to no other person. Employee further agrees that he will not initiate or participate in any discussion or communication concerning or relating to the resolution of his Grievance with _______. If another person asks Employee about the grievance, his response shall be limited to the following statement: ‘We’ve reached a mutual agreement resolving the grievance.’”

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- The employee is made whole by the employer for all employer contributions to their pension account.
- An agreement by the employer to withdraw any appeal of the employee’s receipt of unemployment benefits.
Retirees Medical

Now is the time to start thinking of issues you want addressed in the upcoming negotiations. Our workforce is aging and with the rising cost of medical insurance it is harder for members to retire. During my recent work-site visits members wanted to discuss the likelihood we could get retiree medical benefits in the upcoming King County Metro negotiations. This issue is as near and dear to my heart as it is many of our members.

The National Center for Health Statistics is reporting (based on data recorded for 2004) that our life expectancy is 77.9 years. With this in mind, it is time we do something about providing retiree medical coverage or a supplement to the cost of medical benefits.

The funding for Retiree Medical Benefits could come from multiple sources. One scenario could be to reduce the use of sick which would be a savings to Metro and a pool of money that could be used to fund the benefit. This would be gain sharing.

Another option would be to ask for a lump sum during negotiations to be put into a separate account that could be used to pay a monthly contribution towards retiree medical benefits expense. This would give some of our members the relief needed to be able to afford to retire.

What if you could use your sick leave to pay for your medical when you retire? Let’s say you had one thousand hours when you retired and that would pay for your medical for the rest of your life. Members would be more frugal with the use of their sick leave while employed (that is not to say that members are not already frugal with their sick leave hours). Rewards or incentives for being a more reliable employee where they are not already frugal with their sick leave hours). Rewards or incentives for being a more reliable employee where they are not already frugal with their sick leave hours could be used for abusing sick leave you should be rewarded for not using sick leave.

Another way to fund retiree medical is to have matching contributions. When we retire unlike many employers, KC Metro does not pay the full value of our sick leave balance; instead we only get 35%. This works better for PERS 1 members as they are allowed up to 548 hrs of sick leave credit towards their retirement monthly benefit payment. Although PERS 2 or 3 members are paid the 35% cash-out, the cash-out does not increase the retirement monthly benefit payment. Or, we can pay for it with a percentage of our hourly wage. If you contributed $.05 of every hour worked for full-time members that would be about $8.00 per month. Part-time operation would pay flat $8.00 because their hours vary. This money would be put into a separate Retirement Medical account and it could not be used for anything other than medical benefits.

In the first ten years without interest:

3500 members X $8.00 month = $28,000 1st month
$336,000 x 12 months = $3,360,000 1st year
$336,000.00 X 5 years = $1,680,000 after 5 years
$336,000.00 X 10 years = $3,360,000 after 10 years

These are a few options we can discuss before we head into negotiations. I am sure our members have some ideas that we should consider also. We recognize that there is a need to address this subject now so we have a plan when the time comes to retire. There are a variety of options we could utilize and it is up to us to figure out the best fit for our needs!

I look forward to the discussions of the creative ideas we come up with. If this is important to you make it a part of your survey response for the 2007 contract negotiations.

Mark Your Calendars

The 2007 ATU 587 BBQ will be held on July 7th at Five Mile Lake Park in Auburn. BBQ Co-Chairs Judy Young and Neal Safrin have been hard at work checking out locations in the south end of King County. I went to the park myself to inspect it. It is easy to get to and has great facilities-baseball diamonds, tennis & basketball courts and horseshoe pits. To get to the park all you have to do is go south on 1-5, take the S. 320th exit, turn left, go about a half mile and make a right onto Military Road. The park is on the right about 3 miles down Military Road. I am hoping that we can get a softball tournament set up and have some members from ATU Local 758 in Pierce County play. Are you up to the challenge Isaac?

All members and their families are welcome to attend the BBQ and a great time will be had by all!

Up Dates:
The new safe:
The new safe has arrived and is now securely installed in my office. We have also purchased a used fire-proof file cabinet to safeguard those records of ours that need to be kept permanently.

Our ULLICO Stock:
Per the motion approved by the membership we are sending out letters to other owners of this stock to see if anyone wants to buy any or all of our shares. So far no one wants to buy.

Up Grading the Union Office:
A new 500 gigabyte exchange server has been successfully installed. We can now host our own e-mail and the officers can electronically share their calendars. Special mention should go to Recording Secretary Paul Bachtel for really pushing this project along. One of the main reasons we need the new server is so we can scan in all of our old grievances, contracts and negotiations minutes as part of a permanent, searchable data base.

We are now running “Labor Power” which is a software program that will allow us to import electronically due information and address changes. Previously METRO would e-mail this information and our staff had to manually input this information.
The union office continues numerous agreements that run consecutive with our labor agreement and more clearly define the actual terms and conditions of contract language. Examples of these agreements include benefit plans and benefit eligibility requirements. These agreements are to long be printed in the labor agreement and are therefore often referenced in the labor agreement, but printed outside of the actual labor agreement. Part-time full benefits eligibility is one of these agreements and is based on a memorandum of agreement (M.O.A.) that has been continued with each succeeding labor agreement. One of the terms and conditions of agreement (M.O.A.) that has continued for many years is as follows:

“You pick 4 or more hours in any pick in 2007 through Summer 2009 (fully-paid benefits begin the first day of the month you work the 4 or more hour assignment and extend through December 31, 2009)”

Included in the memorandum of agreement in the definition of picking four hours or more is the following statement:

“Per previous policy, average pay time will be used to determine whether an assignment is 4:00 or more. Some assignments have significant adds or deletes scheduled during the shake-up. In these cases, the assignment will be designated an average pay-time for the shake-up. If the average pay time is different than the picked time, the average pay time will be noted on the pick postings.”

For the first time since the inception of the part-time benefits (M.O.A.) granting full benefits for picking an assignment 4:00 or longer, KC Metro is posting average pay time on the pick postings.

The result is two pay times being posted. The first pay posting, which has been traditionally posted, is the longest pay time during the shake-up. The second and new posting will list average pay time. Benefits eligibility is based on average pay time. During the summer 2007 shake-up 31 trippers will be designated as having an average pay time. Six of the 31 trippers will pay benefits as a result of the average pay time being equal to or greater than 4:00. 25 trippers will not be benefits eligible as the average pay time is less than 4:00. Average pay time is calculated as a weighted average based on number of days at the greater or lesser pay time respectively.

In researching the derivation of the above cited M.O.A. I found consistent M.O.A. language dating back to the Sanitme administration. I suspect in future we will see additional trippers being assigned average pay time thereby limiting the number of part-time operators who will qualify for full benefits.

Definition of “Retirement” for PERS 2 & 3 members

“Dear Paul:
You have raised a number of questions about the definition of “retirement” that King County Metro will use to administer various personnel issues that will arise in the Amalgamated Transit Union Local 587 workforce. Your questions specifically relate to the two-part pension plan of PERS 3, where it is possible for an employee to draw on his or her defined contribution while not invoking the defined benefit portion.

For PERS 1 and PERS 2 members, the County follows Washington State law that considers an employee to be retired if he or she leaves County service and collects his or her pension benefits from the state. For PERS 1 and PERS 2 members, this means drawing one’s defined benefit. Consistent with this practice and state law, the County views retirement for PERS 3 members to be the act of leaving County employment and collecting one’s PERS 3 defined benefit. The County does not consider leaving County employment and accession one’s PERS 3 defined contribution to be “retirement” because there are no minimum age limits or restrictions that limit access to one’s defined contribution. From the County and the State’s perspective, retirement is something that occurs only when the defined benefit is accessed.

You have raised several specific questions. Our answers appear below.

1. When does the County consider a PERS 3 member to be “retired” under Article 11, Section 3, Paragraph C (35% cashout of sick leave upon service retirement)?

Answer: An employee has retired by leaving employment with King County and applying with the Department of Retirement Systems to collect a benefit from one’s defined benefit. Leaving employment in any other way would be treated as a resignation.

2. When has a PERS 3 member retired and when has he or she simply left employment for the purposes of returning to work as a Part-Time Operator?

Answer: An employee has retired by leaving employment with King County and filing papers with the Department of Retirement Systems to draw upon his or her defined benefit. By default, Metro would apply this standard with respect to Article 6, Section 1, Paragraph E of the Collective Bargaining Agreement. Metro is mindful of Article 6, Section 4, Paragraph A, which states that “Seniority shall be under the jurisdiction of the UNION.” As such, this is a question that must ultimately be answered by the Union.

3. When has a PERS 3 member considered to be a returner who would have his or her old wage rate and vacation accrual rates restored?

Answer: Transit Operations Procedures 44 (Rehires Criteria), paragraph D, provides the answer to this question. “A transit operator who resigns or retires, but is rehired as a transit operator within twelve (12) months of his/her resignation/retirement date, will be placed at his/her former salary steps with no credit given toward step progression for any time away from Metro. An operator who is rehired after twelve (12) months from his/her resignation/retirement date will be placed at step A of the transit operator salary progression.” Metro policy does not make a distinction between those who resign or retire, so the differences in retirement in the various PERS systems do not change this answer.

For the restoration of vacation accrual rates, Metro’s practice has been that if the person returns from retirement, then all of his/her service credit has been accounted for in his/her retirement and he/she will start over at the bottom of the vacation accrual table.

b. Under what circumstances is a PERS 3 member entitled to return to work as a Part-Time Operator and receive seniority credit for the time he or she spent as a Part-Time Operator?

Answer: An employee has retired by leaving employment with King County and filing papers with the Department of Retirement Systems to draw upon his or her defined benefit. By default, Metro would apply this standard with respect to Article 6, Section 1, Paragraph E of the Collective Bargaining Agreement.

Work Site Visits

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 18th</td>
<td>Bellevue VM</td>
<td>2:00 pm – 2:30 pm</td>
</tr>
<tr>
<td></td>
<td>Bellevue Operations</td>
<td>2:30 pm – 5:00 pm</td>
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<tr>
<td>May 21st</td>
<td>Ryerson Operations</td>
<td>4:00 pm – 6:30 am</td>
</tr>
<tr>
<td></td>
<td>Ryerson VM</td>
<td>6:30 am – 7:00 am</td>
</tr>
<tr>
<td>May 25th</td>
<td>East VM</td>
<td>2:00 pm – 2:30 pm</td>
</tr>
<tr>
<td></td>
<td>East Operations</td>
<td>2:30 pm – 5:00 pm</td>
</tr>
</tbody>
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May 2007

How Do We Get Martin L. King Jr. County to Fix Metro’s Fare Problem?

By James E. Reese

KC Metro and the KC Council don’t seem to care about what we have to deal with everyday.

Metro Employees Recreational Activities Association (MERAA)

Kentucky Derby Day
Emerald Downs
Saturday, May 5, 2007
$35.00 per person (limited availability


Event Schedule:

11:30 am.........Event Begins & No-Host Bar Opens
12:30 pm.........Handicapper Available
1:00 pm.........First Race
1:30 pm.........Buffet Served (until 3:30pm)
7:00 pm.........Conclusion

(Menu: Spring Crudités & Cheese Display with Buttermilk Ranch & Benedictine Dips, Turkey Newburg with Puff Shells; Carved Sirloin of Beef with Henry Bain Sauce; Chilled Shrimp with Creole Cocktail Sauce; Fried Catfish with Cajun Remoulade; Brabant Potatoes; Cornbread & Ham Muffins; Red Beans & Rice Salad; Spinach & Strawberry Salad with Honey Balsamic Dressing; Southern Macaroni & Pea Salad; Seasonal Fruit Tray; Rolls & Butter; Peach & Strawberry Shortcake Parfaits; Peanut Butter Mousse with Pecan Shortbreads; Cookies and Bars)

Contact your MERAA Rep for Tickets:
Or Call the MERAA Hotline at (206) 684-1978
Visit us at www.MERAA.org

There have been a lot of articles on the one problem that has been dogging us for as long as I have been at Metro. That problem is those passengers who either don’t pay or refuse to pay the correct amount. They want to give some lame excuse such as “Renton is Seattle” or “I’m just going right down the street” knowing they are going downtown. So I have a suggestion to fix this and other problems.

Problem number 1: Here is a dumb idea, how about we put pressure on management and Martin Luther King County Labor Council to change the fare system. Get rid of the outdated two zone structure for a simple peak and off-peak structure. Raise the fare to $1.50 off-peak and $2.00 peak fare anywhere within M.L. King Jr. County. Those who refuse to pay the proper zone fare will be forced to pay up and King County Metro will receive the proper fare they’ve been losing for years. And, we get some relief from the headache we suffer with everyday.

Problem number 2: This one ties in with problem number 1 yet it is another dumb idea I came up with. How about we, ATU Local 587 and the locals from Pierce and Snohomish Counties, put more pressure on our county governments to pressure Sound Transit into creating a simple fare structure that ties in with ours. Something like the one proposed for King County Metro Transit where only if you go across the county line would you have to pay the zone fare.

Problem number 3: The ride free area. We all agree it is time to do away with the ride free area. However, KC Metro and the KC Council think otherwise. Here is another dumb idea I came up with, how about running free buses up and down 2nd and 4th avenues to satisfy the merchants and have the regular outboard routes pay as you enter. It might just work to alleviate our headaches altogether. The dumb ideas I suggested might not happen because KC Metro and the KC Council don’t seem to care about what we have to deal with everyday. They are not the ones who get cursed out for attempting to let the public know what they have to pay.

We are the ones who get assaulted! When that happens and management determines it was over the fare (which in the Book they want us to collect) they care enough to fire us. Sound Transit’s management with out a doubt doesn’t care, because if they did they wouldn’t complicate the matter with their fare structure as it is. The Ride Free Area may be a good idea if practically implemented by running buses up and down 2nd and 4th avenue and hassle free for us. However, it isn’t about our safety anymore, or is it. I just made some dumb solutions to problems we have going on. Wouldn’t it be nice if they were implemented?

For the sixth consecutive year the membership of Local 587 has been awarded the highest Amalgamated Transit Union - Committee on Political Education (COPE) award.

Pictured from left to right: Raymond Mason, Recording Secretary Paul Bachtel, Executive Board Officer Lisa Thompson, Financial Secretary Paul Neil, Executive Board Officer Rick Sepelen, Executive Board Officer Neal Safrien, Greg Woodfill, Theresa Tobias, Claudia Meadows, Executive Board Officer Linde Anderson, President Lance Norton, Executive Board Officer Chris Daniels, Vice President Kenny McCormick and Darryl Estes.

C.O.P.E. Award
Age Activated Attention Deficit Disorder

Author unknown

(Editors note: I’ve been soliciting News Review input from the retirees. The following is the first submission received)

This is how it develops:

I decide to water my garden.
As I turn on the hose in the driveway, I look over at my car and decide my car needs washing.
As I start toward the garage, I notice that there is mail on the porch table that I brought up from the mailbox earlier.

I decide to go through the mail before I wash the car.
I lay my car keys down on the table, put the junk mail in the garbage can under the table, and notice that the can is full.
So, I decide to put the bills back on the table and take out the garbage first.
But then I think, since I’m going to be near the mailbox, when I take out the garbage anyway, I may as well pay the bills first.
I take my checkbook off the table, and see that there is only 1 check left. My extra checks are in my desk in the study, so I go inside the house to my desk where I find the can of coke that I had been drinking.
I’m going to look for my checks, but first I need to push the Coke aside so that I don’t accidentally knock it over. I see that the Coke is getting warm, and I decide I should put it in the refrigerator to keep it cold.
As I head toward the kitchen with the Coke, a vase of flowers on the counter catches my eye—they need to be watered.
I set the Coke down on the counter, and I discover my reading glasses that I’ve been searching for all morning.
I decide I better put them back on my desk, but first I’m going to water the flowers.
I set the glasses back down on the counter, fill a container with water and suddenly I spot the TV remote. Someone left it on the kitchen table.
I realize that tonight when we go to watch TV, I will be looking for the remote but I won’t remember that it’s on the kitchen table, so I decide to put it back in the den where it belongs, but first I’ll water the flowers.
I pour some water in the flowers, but quite a bit of it spills on the floor. So, I set the remote back down on the table, get some towels and wipe up the spill.
Then, I head down the hall trying to remember what I was planning to do.
At the end of the day:
— the car isn’t washed,
— the bills aren’t paid,
— there is a warm can of Coke sitting on the counter,
— the flowers don’t have enough water,
— there is still only 1 check in my check book,
— I can’t find the remote,
— I can’t find my glasses,
— and I don’t remember what I did with the car keys.
Then, when I try to figure out why nothing got done today, I’m really baffled because I know I was busy all day long, and I’m really tired… I realize this is a serious problem, and I’ll try to get some help for it, but first I’ll check my e-mail.
Do me a favor, will you? Forward this message to everyone you know, because I don’t remember to whom it has been sent. Don’t laugh—if this isn’t you yet, your day is coming!
GROWING OLDER IS MANDATORY!
GROWING UP IS OPTIONAL…
LAUGHING AT YOURSELF IS THERAPEUTIC.

P.S. I just remembered….
I LEFT THE WATER RUNNING IN THE DRIVEWAY!