



# NEWSLETTER

Vonda Marshall, Recording Secretary/ Editor

February 2021

## President's Report - Isaac O. Tate

### Union Update

While we are not able to conduct Union meetings your Union leadership continues to address the duties of the Local. Audits have been completed internally by Executive Board Officers Mark Davilla and Tony Harris. Our external auditors continue to work on the yearly reports to the International, Department of Labor and IRS. We have conducted ZOOM meetings with Pierce Transit managers and your Executive Board Officers to keep on top of the ever changing working conditions in the workplace and continue to address said issues as they arise and are reported to us.

### Unfair Labor Practice

#### **- Past Practice and Contract Interpretation -**

Your Union was recently able to recover sums of **\$700.00 up to \$2,800.00** for some of your coworkers and fellow Union members. How you may ask? Read on.....

In the latter part of 2020, your Union leadership filed an Unfair Labor Practice (ULP) against Pierce Transit after the agency informed six (6) of our members and their spouses, or domestic partners that they could no longer receive medical opt-out/waiver payments. The waiver/opt-out payments the majority of our members received were either \$300.00 or \$350.00 per month. They majority of members were informed that the opt-out or medical waivers would be discontinued on April 1, 2020.

As is common in the ULP process, the parties can choose to enter into mediation prior to the full blown hearing to seek possible settlement of the case. It is more informal and allows the parties in an informal setting "separately" to explain to the mediator both the Employer's rationale for their actions, and basis for the Union's response to the particular issue. So then it was on to the first Zoom mediation hearing of our careers.

The Union's filing was based on the Employer's interpretation of Article 14 - Insurance and Other Benefits wherein it states; "Employees will have the option of waiving coverage under both the group medical (including vision) and dental plans offered by the Employer, if they are covered under "another" plan". The Employer's position was that per their interpretation one of the spouse's or domestic partners would have to be covered under another "outside" plan to receive the waiver/opt-out payment. Our position was that the contractual verbiage, documented intent and "past practice" in regards to the waiver/opt-out payment language which we negotiated in 1999 (I was Vice-President), did not and has not changed. Nor was there a contractual verbiage change negotiated or otherwise, when we moved to AWC Benefit Trust that changed the practice.

(Pres's report continues on next page.....)

However, a change did occur when we joined AWC Benefit Trust on January 1, 2018. In past contractual agreements we had alternating coverage through Regence Blue-Cross Blue Shield, Premera Blue-Cross Blue Shield (PPO), and Group Health (HMO) all separate plans with double coverage, and all of which either won't cover us anymore, or the cost are prohibitive due to our experience rating. The AWC plan actually has a cap on the number of members that can opt-out (25%), so once the cap is reached there will be no further opt-outs until the number of enrollees are above (75%), and it will be on a first come, first served identifiable "alternative" coverage basis and during the annual enrollment period.

We did come to agreement in regards to the settlement of the ULP. At the time of the Mediation hearing some members had ceased to receive the opt-out payments from April 1<sup>st</sup> until December 31<sup>st</sup> 2020. However by the end of the mediation hearing and time of settlement of the parameters of settlement, we found there to be a total of eleven (11) total members (spouses or domestic partners) which may have been adversely affected by the Employer's actions. Members should be receiving the settlement checks on the next payday. If you do not, please contact either VP (Terry) Leazer or myself so we can make inquiries on your behalf.

### - Negotiations -

Contract negotiations continue and your Union negotiation team feels that progress is being made. It is a process. Negotiations are not like a pre-scheduled hourly meeting that some of you have participated in at Pierce Transit. In negotiations the participants come to the table with issues that could impact the Union/Employer relationship for years. The agency is not going to agree to everything we want, nor are we going to agree to everything they want. We may want the same thing but have to agree how to make it work for both sides. When we bring a proposal to you for a vote, you have the right to accept it "yes" or turn it down "no". When we bring the proposal to you we may have to do it by ZOOM presentations or hard copy, but questions will be answered before the vote. The finished product will be what both (Union and Management) think we need to make the agency run and address issues in regards to bettering the wages, benefits and working conditions of the membership. The contract is both the Union and Employer's contract, not one or the other.

There is no timeline for the completion of negotiations. One time, it took about eighteen (18) months and another time six (6) months. Some members who were here when it took (18) months said the next contract which took (6) months must not have been good because it only took (6) months. Now the same individuals are saying we need to hurry the process, go figure. I would be remiss in not mentioning that at least once if not twice in my almost (37) years as a Union member and or Officer, proposals have been voted down. So you go back in and negotiate with a little more knowledge of what both parties need to work on. Some say if you vote the contract down, the next will be better. Not necessarily. What usually happens is a reshuffling of the first proposal because both parties intent in negotiations is to pass the proposal the first time around.

Some individuals are saying we need to hurry up with the negotiations before Covid-19 is gone because they want "hazard pay".

Hazard pay when negotiated wouldn't just be about Covid-19 which from my understanding is not going away anytime soon. Hazard pay should address your working conditions in any city, county, state or federally mandated emergency or natural disaster whether its earthquakes, flooding, volcanic eruption, civil unrest or rioting that you as "essential employees" could find yourself in the middle of, because you are "essential" and have to report for work. There is much around the negotiation of hazard pay.

Some individuals think the Union hasn't negotiated certain parts of the contract over time. They have no idea what has been discussed, they have no idea what either side has stated they are not interested in negotiating, they have no idea of the proposals that the Union can't agree to because it hurts other members, they have no idea how a Union proposal may not be palatable to the Employer and after discussion why. Unless they have sat at the table they don't have a clue. Perhaps it's just something for them to talk about, because they haven't been there.

#### - COVID 19 Vaccinations -

The Union, I especially, have had many questions in regards to the Covid-19 vaccinations. I personally have contacted my pulmonologist in regards to side effects which are a concern to many. I could get nothing definitive. I have a close friend who is in the medical field who has chosen not to take the vaccine until there is only one dosage needed. The reason being; you can contract COVID -19 between the first and second dosage and the effect on your body could be the same as not getting the vaccine. Maybe I'll ask my pulmonary doctor to prescribe me an Ephedrine pen and go for it. Bottom line, it's a personal choice. It's a choice I 'm struggling with. My advice; do what you feel is both the safest and best for you and yours. Some things are out of the control of either you or me.

**Be safe and be well,**

Isaac



**Amalgamated Transit Union, Local 758**

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*In our glorious fight for civil rights, we must guard against being fooled by false slogans, such as 'right-to-work.' It provides no 'rights' and no 'works.' Its purpose is to destroy labor unions and the freedom of collective bargaining.... We demand this fraud be stopped. Martin Luther King, Jr.*

### **UNION MEMBERSHIP MEETING NOTICE**

**Due to COVID-19 all Union meetings have been cancelled until further notice or direction from the International Offices.**

**Thursday, Union Office 6923 Lakewood Dr W Suite B-1**

**Friday, Union Office 6923 Lakewood Dr W Suite B-1**

**Longview, Wednesday, 254 Oregon Way Longview, WA 98632**

**Executive Board—(Executive Board Only)**

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### **EMAIL ADDRESSES AND CONTACT NUMBERS**

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