

Newsletter

February 2022



President's/BA Report— Isaac O. Tate

Union Meetings

Again, due to the uptick in COVID cases meeting space has become scarce. That said, I do look forward to the time we can resume regular meetings. However, not being able to do so I would like to address some statements/assumptions which arose at the last meeting, and the alternative forum “Facebook” on which “some” members present themselves as knowledgeable in regards to Union leadership, and others think everything spoken is gospel. It's not.

Fare Collection

Do not risk your life trying to collect fare. Oddly enough the Employer continues to as a part of the Trainee and Operator training make you believe fare collection is part of your duties. **It is not.** The policy as written is ambiguous places you in danger, and is an instrument used by the Employer to increase the number of disciplinary actions that can be administered for **fare disputes and failure to follow policies and procedures.**

Per the **November 2020 Transit Operator Manual:**

1. You are responsible to observe “all” customers boarding your coach to **ensure that each rider has paid the proper fare**, or pass, or that the customer is an approved free rider. **This is a set-up for a fare dispute.**
2. You are responsible to politely “**challenge**” those that do not comply and make a reasonable request for the fare. How do you first “challenge” someone, then make a reasonable request? **This is a set-up for a fare dispute.**
3. If a customer pays less than the full fare (and knows they did), **courteously** call the individual's attention to the deficiency and request that they pay the fare. **This is a set-up for a fare dispute**, and only the employer can make a determination as to whether you were “**courteous**” after you receive the complaint” for informing the customer as the Manual states.
4. If you **courteously** as per the manual in your mind try to explain a/the problem to the customer and the customer doesn't want to hear your explanation, curses you out, tries to spit on you and files a complaint, **you are in a fare dispute.**
5. The manual states; your role is not that of an “enforcer”; try to diffuse as many situations as possible. When you try this, **you are in a full-blown fare dispute**, and more likely than not someone who has never done an Operator's job will tell you what you should have done to diffuse the situation. Why, because the individual has been hired to sit at a desk all day and second guess your actions from a video.

For your safety as an Operator **disregard** number (1). Definitely **disregard** number (2). **Disregard** number (3) because in these days and times being courteous may get you cursed out or assaulted, because the world isn't courteous anymore. **Disregard** number (4) because trying to explain something can get you shot. Number (5) in trying to diffuse a situation and it becomes a full-blown dispute, contact the Communication Center for assistance. **The Manual** further states **before requesting assistance** the Operator should consider the following:

1. Is the offending customer likely to become violent? Only the individual sitting at a desk **never having done an Operator's job** or viewing a video, can tell you that after the fact.
2. Will customers be delayed for some time? Why think about this. If Operators did not have to collect fare and go through the aforementioned hoops (1-5) it wouldn't even be an issue.
3. How long a wait for assistance? Why worry if a situation warrants summoning assistance, wait for it to arrive whether it's a Supervisor or Law enforcement. You're paid by the minute/hour and if you don't wait you'll lose credibility and be regarded as someone who calls for frivolous matters.
4. Finally the manual states; not taking in to consideration (1 – 4) above may result in the loss of revenue paying customers. I'm thinking that if I am a revenue paying customer who always pays my fare, purchases a pass/card or whatever, why does the agency allow others to ride free? As a paying customer, I am not duty bound to support others or a system wherein there are individuals who consistently refuse to pay a fare and threaten Operators who are controlling the vehicle(s) in which I am riding. The remedy seems to be a fare optional or "no" fare system. But fare collection should not be an issue wherein an Operator can be harmed.

There is a rumor that in a recent incident an irate fare evader was "only" displaying a BB or pellet gun. That doesn't minimize this individual's actions or operator's fears. In the last 5 years, members of law enforcement have killed 245 individuals to include children as young as 12, by mistaking the toy for a real firearm.

Contract Negotiations

Due to the expiration of the Pierce Transit contract on December 31st as well, we found ourselves having to juggle three Collective Bargaining Agreement (CBA) at the same time.

River Cities Lift

In regards to the three contracts that expired December 31st is our other group of Operators and Dispatchers we represent in Longview, WA. as employees of Paratransit Services- Bremerton and contracted by the City of Longview as River Cities Lift. These Dispatchers and Operators fulfill the federally mandated paratransit service (on-demand) that must accompany fixed route transit operation. Additionally, Paratransit Services is a "private entity/employer" which traditionally has led to a different type of bargaining with depressed working conditions, wages and benefits and an unwillingness to embrace new ideas unless it equates to the flow of more money into the pockets of management overhead. One of the biggest obstacles we have in negotiations and what is hard to explain to our members on the private side is the disparity in wages especially when both our members (public and private) work out of the same building. A five (5) year member/employee for paratransit services makes almost \$4.00 per hour less than an Operator "trainee" on the public side and almost \$10.00 per hour at the top step. Why don't these members apply for higher paying fixed route work? I think that these members feel strongly about the service they provide and the clientele they deliver that provides a lifestyle and freedoms that others take for granted. Many of our own Pierce Transit Shuttle Operators feel the same. It is a giving service they provide. I just wish the employer Paratransit Services would realize the same or even cared.

River Cities Transit

We are currently in negotiations with the City of Longview, WA. Our second contract that expired December 31st, of which our fixed route Transit Operators are a part of as River Cities Transit. We have until this time been in negotiation sessions with the next two to occur on February 24th & 28th. These dates are after a last-minute cancellation of a participant in one, and another due to covid protocol. The system continues to grow and a lot of the Union's focus in the negotiations will be in regards to that growth and stability of long-term gainful employment for and by the Operators.

Attorneys in Contract Negotiations

More rant clarification. ATU Local 758 “does have” Legal Counsel. He is Robert (Rob) Lavitt, one of the partners of Barnard/Iglitzen/Lavitt one of the most prominent pro-Labor law firms on the West coast. We did not use Rob in negotiations because as he stated, I have/had more knowledge of the CBA than anyone sitting at the table (monitor). Hiring an attorney that does not know the contract and how the language was implemented, history of previous negotiation(s), the intent of contractual language (past and present), past practices Union and Employer, would take hours, days and a whole lot of money. The reality is most Locals do not use attorneys for that very reason. If there is no one with knowledge of the aforementioned would be as clueless as the Employer’s attorney. Having legal counsel in negotiations is usually for the purpose of a “show of force”, which is the point I was trying to make because the Employer’s counsel was “truly clueless” in regards to the CBA past or present. But the firm of which the Employer’s counsel Dan Swedlow is a partner Summit Law, has received \$1 million plus dollars **of your money** to represent the Employer. **So why were you mad at your Union leadership?**

Where’s the International?

Someone asked at the last meeting where was the ATU International during the contract negotiations? The ATU International went into Portland Oregon (Local 757) conducted a contract campaign, and on the doorstep of “arbitration” the Local settled for an agreement that was both percentage and wage-wise **less** than what your Local 758 team negotiated. After settlement, in **September 2021** they still had to **boost** the Operator’s starting pay by more than \$4.00 per hour **to \$21.36**. Our trainees start at **\$22.72**. Our top Operators are also compensated at a higher rate than the Full-time Tri-Met Operator who will reach a top scale of **\$32.91** versus our top scale of **\$34.45**. Sometimes its not so much about bringing in the International as it is about your knowledge of the CBA and the things your particular Local needs to address. Another thing. Hypothetically, if a Local negotiates 5% -5% - 5% and the wages are still less than ours, **what does that mean?** Don’t listen to the **Facebook** chatter, put it in context.

Updated Mask Guidance – ATU International

On January 14, 2022, the U.S. Centers for Disease Control and Prevention (CDC) updated their COVID-19 mask guidance. Importantly, this guidance acknowledges that bus operators are among the workers who should consider wearing respirators (i.e., N95, KN95 or KF94 masks) instead of cloth or surgical masks at work

As you likely know, respirators like N95 masks (which must meet efficacy standards set by the U.S. National Institute of Occupational Safety and Health (NIOSH)), along with KN95 and KF94 masks (which are supposed to meet international efficacy standards), are more protective against COVID-19 than other types of masks are. All masks reduce the amounts of infectious particles - like the SARS Co V -2 virus-that an infected wearer exhales into the air, but respirators also reduce the amounts of infectious particles that a wearer inhales.

Your local union can take the CDC's guidance regarding bus operators to your employers as part of a bargaining demand for the employers to provide respirators to your members. Employers should also test a respirator's fit on each worker who will wear one and should ensure that the respirator fits tightly to the worker's face, without any gaps through which air can escape. If the respirator does not fit properly, the employer should provide a different type or size of respirator. A poorly fitted respirator provides limited protection and is likely to be uncomfortable. The CDC guidance contains links to information about how to ensure that a respirator fits properly.*

*Assuming that your employers agree to provide respirators, they should beware of counterfeit and poor-quality products. Employers and your local unions can refer to the CDC website for links to lists of NIOSH-approved respirators** and for information about how to evaluate respirators that claim to conform to international (that is. non-NIOSH) standards.*** Your local union can provide this information to your employers to help ensure that they supply appropriate respirators.*

*Available at: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/types-of-masks.html>

**Available at: https://www.edc.gov/niosh/npptl/topics/respirators/disp_part/default.html

***Available at: <https://.cdc.gov/coronavirus/2019-neov/hep/ppe-strategy/international-respirator-purchase.htm>

Cost of Living Allowance (COLA)/Consumer Price Index (CPI)

In regards to COLA, during the term of the prior (CBA) 7/1/2017 – 12/31/2020) the CPI was averaging **1.9% per year**. At the start of negotiations in January of 2021 the CPI was **1.4%**. If we had completed negotiations before May, we would have been at **2.4%**. From **May thru November 2021** the all-items index rose 6.8 percent for the 12 months ending November, the largest 12-month increase since the period **ending June 1982**.

In regard to a rant by a member regarding the COLA on **Facebook** about “forcing the Employer” to put more money away for employee compensation (to address rising inflation) and decreasing the amount of money towards capital projects, if the last time such a rise in the CPI occurred more than **thirty-nine (39) years** ago, who could have predicted the inflation of today? Ask the **Facebook** person **how** they'll force the Employer to stop funding capital projects.

I agree that would be desirable. However, the agency has a **six (6) year plan**. That plan includes budget projections, growth rates and projects, some already in the works that may have started 3 – 6 years ago. The latest **six (6) year plan** was **approved in December** by the PT Board of Commissioners.

New Job Titles

Effective with the new Collective Bargaining Agreement (CBA) there were some new job classification title changes. They are the following:

2840 – Transit Maintenance Worker (Laborer)

2860 – Body Repair Technician (Equipment Body Repairer)

2950 – Fleet Care Attendant (Vehicle Custodian)

2960 – Transit Facilities Specialist (Facilities Mechanic 1)

2961 – Transit System Maintenance Worker (Facilities Custodian 1)

Additionally, in the new (CBA), Classifications **2950 & 2960** received an additional 1% for the year 2021. The additional 1% will be paid eligible members/employees however was not noted in the newly printed (CBAs).

Paycheck distribution

Retro checks based on earnings from **January 1, 2021** will be issued on **February 4th**. The **February 11th** paycheck will reflect all the “new” CBA terms (wage adjustments etc.) Contrary to **Facebook** chatter, whether you voted “yes or no”, the agency in addition to the various end of the year pay-outs (vacations), retention and hazard pay payments, both “represented and non-represented”, regular paychecks and payroll adjustments, there was no conspiracy on the part of the Employer to not have all of the aforementioned matters completed in the same month the contract was ratified, for over 800 members/employees. It was not and is not a process that needed to be addressed by the Union. And to further deflate the conspiracy theory, this is the first contract in ATU Local 758's history, that has expired on December 31st. Prior to the previous contracts, they all had June 30th expiration dates. Complaining on **Facebook** about the angst this is causing you and tying it to your vote is a moot point. Unless the contract expiration date changes in the future, this is the new reality.

Article 5 - Work Stoppage Pay

This was and is another member's **Facebook** hang-up. This language is in **every "public employee"** contract. Washington state law mandates that public employees must proceed to binding arbitration in the instance of impasse between the Employer and Union..... period. If you believe or someone is telling you differently, neither of you know the difference between a public and private Employer in Washington State, nor do you know the difference between the Public Employees Relations Commission (PERC) -public, or National Labor Relations Board (NLRB) - private. However, what was negotiated by your Union specifically, was to modify the language so that your **"future" Union (President)** would be the "only individual" subject to **penalty, incarceration or whatever, and not the general membership** in the highly unlikely event of a job action or strike which would not be effective unless 80%-90% of the **"total membership"** not just Operators participated. Either you'll be a leader (President) committed to both the Union and Union membership or you won't. Make that commitment of **Facebook**.

Hazard Pay

This is the only ratified ATU contract to this date in the State of Washington wherein both retention and "hazard pay" was negotiated and paid as part of their contractual agreement. Neither hazard nor retention pay was a given, nor was there a separate pool of federal money/funds. Both were Union proposals that had to be negotiated from general funds. If you've been reading your "In Transit" magazine from the ATU International or log on to **atu.org**, one of the stated goals for State legislative councils for upcoming legislative sessions across the U.S., is a push for hazard pay for ATU members. I wholeheartedly agree, and as I have written in previous newsletters, "hazard pay" should not be a one-time pay-out limited to COVID, but at any time a natural disaster or emergency proclamation is declared. The title "essential and front-line workers" has taken on a whole new meaning.

Facebook

Be aware. Not everything said on Facebook is protected speech. The use of "Facebook" in regards to the Employer or others does have boundaries. I guess an example would be "conduct unbecoming" which can occur both "on and off duty". The "off duty" act may be tied to discipline if a "nexus" can be established that the "off-duty" offense violated an employer "on-duty" rule or policy. Much the same can be said in regards to personal comment(s). Can the comment be interpreted as offensive, or in violation of a workplace policy. "Just a heads up."

Safety

In speaking to a member, the other day, the member stated that in talking to other members they were not aware of the Union's involvement in many areas of safety around the workplace. An example PPEs, many thought erroneously that the Union was not involved in the distribution and acquisitions of PPEs. The afternoon the governor issued the pandemic proclamation a letter was sent to Pierce Transit Executive staff by your Union of an expectation that PPEs be available by the next morning for anyone reporting for work, they were. The latest safety issues of which a majority of you are not aware is after the San Jose mass shooting, your Union forwarded a communique to the Safety Officer in regards to access to the Operators lobby by an "armed" irate or disgruntled employee, or member of the public. A similar incident in the Operator lobby could possibly lead to injuries or worse. The result is the installation of a panic button which would disable the door badge scanners and installation of cameras monitoring both entrances to the Operator's lobby. You probably didn't know that the buses did not have their numbers on the top until (I) at the time being the Union Vice President and chair of the Pierce Transit Safety committee, on behalf of the membership brought it to the attention of management that an Operator had been assaulted on her way to TCC transit center and no one knew where she was. What was known, she didn't turn up at TCC by her departure time. About the same time (not at PT), an individual had hijacked a bus. Without bus numbers no one could tell from the air which bus was which. Numbers are there now, you're safer for it, and your Union did it.

Be well, Isaac.



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This statement could save your job! "If this discussion could in any way lead to my being disciplined or terminated I respectfully request that my shop steward be present at the meeting. Without Union representation present, I choose not to respond to any questions or statements."

UNION MEMBERSHIP MEETING NOTICE

Local 758 Union meetings will be held based on availability of IBEW Hall.

EMAIL ADDRESSES AND CONTACT NUMBERS

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