

President's/BA Report— Isaac O. Tate

As the end of the year approaches and Fall sets in, we approach the upcoming election season for both State and Federal offices and here locally for your incoming Union leadership for ATU Local 758 for the term of January 1, 2023 thru December 31, 2026.

Being that this is my last term I have been asked by members who “I” think would be the best candidate for certain leadership positions. My response(s) are as follows.

- My recommendation would be to make an informed decision. Make a decision based on the experience of a candidate. Why? **The employer counterpart(s) will be experienced and they will “chew you up and spit you out” if you are not.**
- Make a decision based on the length of service to both the Union and agency and the positive changes the candidate(s) have helped bring about in the workplace on behalf of the Union and the membership. **Not on themselves.**
- Make a decision based on whether they have been Union supporters or detractors. “A lion does not change its stripes”. **How many Union meetings attended in the last 10 years?**
- Many of the top Union leadership positions require the knowledge of Union Advocacy, Federal and State laws, Labor laws, Arbitration and Grievance handling practices, Art of negotiations (different styles) and Contract Interpretation, Contract Costing, knowledgeable of Labor and Industries (State or Self-insured Employers), Office of Safety and Health regulations and ADA rules and regulations, to name but a few. **Does the candidate(s) have those skills?**
- Decisions “should not be based on whether you like the candidate or not”, but what can the candidate do to protect my livelihood, well-being and safety of my family.
- What has the candidate done to improve my job or protect me in the workplace?
- Decisions should be made based on the rationale of the candidate running for the position and **what they have done in the past with the Union to improve the position(s) they seek?**
- Is the candidate “in it for themselves” on a self-serving journey, or for others as well?
- Union activism is important. Have they participated or attended Union meetings “pre-COVID” (2020), how many, volunteered for Union events, or when needed felt it was someone else’s job to do. Have they visited the ATU International website to educate themselves in Union training? (Open to anyone, Union receives notice of participation).

- Has the candidate been classification centric, or a "representative of all work groups or **has shown the propensity or willingness to do so?**
- Why? Because the position will demand said individual(s) are committed to helping members in other classifications other than their own?
- Is the candidate knowledgeable about the diverse contracts that ATU Local 758 administers: Pierce Transit, Light Rail-Sound Transit? City of Longview (RiverCities Transit), Paratransit Services private company (RiverCities Lift). There are 15-20 year members at these sites as well, that support this Union.
- **Does a candidate(s) know the difference** between the National Labor Relations Board (NLRB-private) or Public Employees Relations Commission (PERC-Public) and how they relate to contract administration and interpretation? Unfair Labor Practice (ULP)s? **The Employer does.**
- Does a/the candidate tout unfounded rumors and mis-truths in delivering their message "before" the elections and if so, is it a glimpse of things to come if they should win? Do you challenge those statements seeking proof and clarification that the candidate is forthcoming in providing the proof and the truth?
- These are the things I look for in a leader. Elected positions are not a joke. The structure of the Union leadership is much the same as the leadership of Pierce Transit. These are not PT committee positions, they are Union leadership positions. If you have not been involved, you do not belong at the highest level of Union leadership with "0" experience.
- **"Being loud and telling lies does not make an individual right"**

Clarification of Mis-Statements to the Uninformed - Isaac O Tate

There appears to be an abundance of **"mis-statements"** floated by various candidates towards me **however obviously unbeknown to these individuals, I am not running .**

- It is said that I am providing answers to Officer forum attendees that can somehow help someone out. **What question could I ask that in the position you are running for you don't know?**
- It is said that that the commitment that I made to hold Union meetings and contract votes in the IBEW Union Hall negatively affects some candidates. This commitment was made "after the contract vote and was **documented in both the Union newsletter and on our ATU Local 758 website.** Why, it is 10–15 minutes away if that, and it is a Union Hall, and we're a Union. **Most PT members have not attended Union "Office" meetings in years and have no idea of the location anyway.**

Couple that with over **"400"** positive Covid cases that have occurred in Pierce Transit that need not be in the Union office. Incidentally if a vote was held at Pierce Transit, our **Bus Shop and ST members** would have to drive to the PT bus lot. Have you discounted these members? Are you somehow better than they?

- The Union Office moved in 2012 to this location, prior to, it was located on 108th & Gravelly. Guess where all the meetings were held? **IBEW Union Hall for thirty-two (32) years .**

There are things I look forward to like one of the **President/Business Agent candidates** who is going to **get 8% COLA wage increases**. At least that what he said at the last contract/Union meeting as he was **"yelling and flapping his arms"**. Wonder how he is going to do it. **If he shows he'll tell us..... I guess.**

- **I also look forward to** how "one" of the President/Business Agent candidates **who has accused this administration of spending money on the Vice President position** whereas smaller **Locals have 2-3 fulltime Officers** is going to handle **four (4) different contracts at four (4) Different agencies, two (2) of those agencies 3 hour round-trips** away not including Labor/Mgmt. meetings/discussions, mid-contract negotiations and agreements, contract negotiations, composing and reviewing memorandums of agreement, memorandum of understandings and side letters of agreement, agreements, grievance writings and presentations **"by himself"** and chair Executive Board meetings and Union meetings at the same locations as well.

- **I also understand** that one of the candidates is renting a "16" passenger van to shuttle members the 10-15 minutes it takes to get to the Union Hall to vote. I hope said candidate **uses the same initiative by renting a van and driving those same members down to our Longview Paratransit property** if we, **ATU Local 758**, has to form picket lines or initiate strike actions on behalf of our members many with more service to this Local that at the PT property.

- **I can't wait to hear the responses from the candidates for these and other positions. My understanding is that there is a big "vote them out" movement afoot. Let's see what kind of candidates this "movement" produces on *October 10, 2022*. See you there!**

Washington State Department of Transportation (WSDOT)

You as members of Amalgamated Transit Union Local 758 are the proud recipients of the honor of a 2022 Wall of Fame Honoree. The WSDOT Wall of Fame is an annual event that recognizes exemplary employees for their dedication, innovation, customer service, and professionalism. Congratulations to you as members in recognition

Contract Negotiations

(RiverCities Lift - Paratransit)

RiverCities Lift (Paratransit Services-Bremerton) Longview, WA. continue to slog along. There is only one ATU proposal on the table.....wages. We have presented Paratransit-Services with our last, best and final offer and intent to seek mediation. We are now headed to mediation. However, again they have responded with there being “value” in continuing discussions. While we were seeking a 3 year contract, they were adamantly opposed so we agreed to a one (1) year agreement. That agreement would have expired December 31, 2022. At the same time successor negotiations for 2023 forward would also begin. These negotiations will be the first order of business for the new administration followed by the Sound Transit contract that expires in September 2023. The next, the PT contract which will expire in December of 2023.

Sound Transit – Indigenous Peoples’ Day

(Link Light Rail Operators)

Negotiations never stop. Monday ATU Local 758 agreed with Sound Transit to establish “Indigenous Day” as a paid holiday for the Link Light Rail Vehicle Operators. Indigenous Day occurs on the 2nd Monday of October. Kudos to Sound Transit in honoring and recognizing the many great people that have made this country what it is, a melting pot of achievement and advancements for all people.

Retention Rewards

Discussions on behalf of the membership never stop.

In discussions with ATU Local 758, Pierce Transit with the Union’s concurrence has made a decision to bring the intent of distributing retention awards to our longer term members that have committed to and continue to commit to ongoing/continuing employment with the agency. There is no secret that we have all seen the labor market undergo drastic changes and the challenge of recruiting and retaining members/employees in multiple essential agency job classifications. That said, it is the intent of the Pierce Transit Executive staff to make a presentation to the PT Board of Commissioners at the upcoming October 10th Board meeting. Your Union has stressed the importance and value of long term members/employees and appreciates the Employers acknowledgment of such. CEO Griffus and Executive staff have been instrumental in making said decision and ATU Local 758 is much appreciative of their efforts.

Amalgamated Transit Union and General Laws Amendments

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The delegates in attendance at the 60th Convention of the Amalgamated Transit Union, conducted September 19 -23, 2022, in Las Vegas, Nevada, adopted the following changes to our Constitution and General Laws. All amendments are adopted, effective January 1, 2023, unless otherwise indicated. Each amendment is preceded by a bolded summary of the amendment.

The International Office is in the process of revising our Constitution and General Laws to incorporate the changes adopted by the 60th Convention and also to make such rearrangements, renumbering of sections and corrections of typographical, grammatical and punctuation errors or omissions, as necessary, to the provisions of our Laws in accordance with the authority granted the International Secretary-Treasurer by Section 9, International Secretary-Treasurer, of our Constitution. Revised versions of the Constitution booklets will be posted on the ATU website, and otherwise made available to local unions electronically and by hard copy in booklet form.

Section 6.13, Delegate Expenses, was amended to increase the International Union's financial assistance to local unions, joint bargaining councils and the Canadian Council (ATU Canada) who send delegates to the International Convention. As amended, Section 6.13, Delegate Expenses, would read as follows:

6.13 Delegate Expenses. The IU shall pay one thousand and five hundred dollars (~~\$1,000.00~~) (\$1,500.00) to each LU, JBC, and CC towards the mileage and legitimate expenses of a LU, JBC and CC's first delegate and an additional seven hundred and fifty-one thousand and five hundred dollars (~~\$750.00~~) (\$1,500.00) to a LU, JBC and CC sending two (2) or more delegates. The IU shall pay an additional one thousand and five hundred dollars (~~\$1,000.00~~) (\$1,500.00) to each LU with three hundred (300) or fewer members towards delegate expenses. All other mileage and legitimate expenses for delegates shall be borne by the LU, JBC and CC they represent.

Section 8, International President, was amended to provide successive salary increases to the International President. .As amended, Section 8, International President, would read, in pertinent part, as follows:

The IP shall receive successive six percent (6%) increases in salary on October 1, 2022; October 1, 2023; and October 1, 2024.

Section 9, International Secretary-Treasurer ,was amended to provide successive salary increases to the International Secretary-Treasurer. As amended, Section 9, International Secretary-Treasurer, would read, in pertinent part, as follows:

The IST shall receive successive six percent (6%) increases in salary on October 1, 2022; October 1, 2023; and October 1, 2024.

Section 10, International Executive Vice President, was amended to provide successive salary increases to the International Executive Vice President. As amended, Section 10, International Executive Vice President, would read, in pertinent part, as follows:

The IEVP shall receive successive six percent (6%) increases in salary on October 1, 2022; October 1, 2023; and October 1, 2024.

Section 11.1, Duties; Wages; Reports, was amended to provide successive salary increases to the International Vice Presidents. As amended, Section 11.1, Duties; Wages; Reports, would read, in pertinent part, as follows:

The IVPs shall receive successive six percent (6%) increases in salary on October 1, 2022; October 1, 2023; and October 1, 2024.

Section 19.3, Strike Benefits, to increase the minimum strike and lockout benefits and to eliminate the two-week period before strike or lockout benefits begin.

As amended, Section 19.3, Strike Benefits, would read as follows:

19.3 Strike Benefits. Where there is a strike of the members of the Union which has been approved by the GEB in compliance with the laws of this Union, or where there is a lockout, the GEB will determine the amount of money that will be contributed to aid in prosecuting the strike or defending the lockout. The facts in connection with the strike or lockout and the financial conditions of the members affected shall be reported to the IP by the representative who may be in charge of the situation, and the IP shall submit the same to the GEB. If there is no international representative present, the president and executive board of the LU, through its RS, shall give full information of the situation, and the GEB shall at once determine the amount which will be contributed weekly to the cause of the strike or lockout. Strike or lockout benefits, if authorized by the GEB, shall be paid to all active members and non-member feepayers participating in the strike or lockout who otherwise meet the requirements of Sections 19.8 and 19.9; provided that those who hold only casual employment in the occupation or who concurrently hold other permanent employment in another job or occupation shall not be eligible to receive such benefits. The distribution of the funds to the members and non-member feepayers on strike or those locked out shall be arranged by the local executive board and the officer representing the IU if there is one in charge of the situation. Minimum strike benefits of ~~two~~ four hundred dollars (\$400.00) per week shall be paid to each member or non-member feepayer each week ~~after the second (2nd) consecutive week~~ of the strike or lockout, except that if the strike or lockout lasts less than seven days, the benefit will be prorated such that the benefit will be one-seventh (1/7) of \$400.00 per day or fraction of a day for which the strike or lockout continues. If there is litigation or other strike expenses affecting the workers on strike or locked out, such facts shall be submitted in writing to the IP and by the IP to the GEB, and only such expenses as are approved by the GEB shall be allowed.

The GEB, before endorsing such strike, or at the outset of a lockout, shall advise the local officers and executive board of the LU affected as nearly as possible as to the length of time financial assistance can be expected and keep in touch with the LU and the progress of the strike, and if, in the opinion of the GEB benefits should stop at any time, the GEB shall have the authority to stop them, but must notify the LU or its executive board at least one (1) week before stopping the benefits.

Section 20.3, Strike Sanction, to remove the requirement that a local union or joint bargaining council make an offer of arbitration before the General Executive Board considers granting a local union or joint bargaining council strike sanction. As amended, Section 20.2, Strike Sanction, would read as follows:

20.2 Strike Sanction. .If by compliance with Section 20.1 the committee has been unable to secure a settlement of the matters in dispute satisfactory to the LU or JBC, and the LU or JBC believes that the matters in dispute are of such importance that a strike should be ordered, the LU or JBC shall give timely notice to the IP of intention to strike and advise with the IP before taking any such vote. Failure to give timely notice to the IP shall be a factor to be considered by the GEB in determining whether to grant strike sanction

If, after consultation with the IP, it is determined that a strike vote shall be taken, the question of a strike shall be submitted to a secret-ballot vote of the membership of the LU or JBC. If necessary to reach the membership of the LU or JBC, the ballot shall be taken by referendum, ballots being prepared and so distributed to give every member an opportunity to vote. A decision to strike requires a two-thirds vote of the membership voting on the question. If two-thirds of the membership voting upon the question decide in favor of suspending work, and if an international officer is not present at the time of the taking of the vote, the LU or JBC shall at once notify the IP. If an international officer has been assigned to assist the LU or JBC, the international officer shall proceed in the same fashion as hereinafter set forth for governing situations in which no international officer has yet been assigned up to this stage of the matter. The IP, if no international officer has previously been assigned to the matter, shall, upon receipt of the notice of the results of the strike vote, proceed to the scene of dispute in person or by deputy, and in conjunction with the committee of the LU or JBC, shall make a thorough investigation and attempt to settle the matter in dispute. In case of failure thus to secure a settlement, the IP or the IP's deputy shall may then, in conjunction with the local committee, prepare propositions of arbitration defining the points in dispute and the basis upon which they shall be arbitrated. If the company refuses to accept arbitration as if tendered, the IP or the IP's deputy shall then communicate with to the membership of the GEB any such refusal in writing or by telegram and obtain the consent of a majority of the GEB before endorsing the strike. Any offer of arbitration shall be a factor to be considered by the GEB in determining whether to grant strike sanction. No strike sanction will be granted in the event the strike is deemed by the Board to be in clear violation of any applicable law or contract. Before any strike authorized by the membership may be ordered, the membership shall be given an opportunity to vote upon the company's last proposal for settlement of the dispute. If, during the dispute, a two-thirds strike vote has previously been taken, any subsequent rejection of proposals does not require an additional two-thirds vote to authorize a strike.

Section 28, Official Publication, ,was amended to eliminate the requirement that In Transit be printed and that a physical copy be sent to every member and non-member feepayer. Doing so would allow the ATU to transition to an electronic publication if it were advisable in order to better reach members and provide information on a more timely basis. As amended, Section 28, Official Publication, would read as follows:

SEC. 28 OFFICIAL PUBLICATIONS: There shall be published at the international office of the IU an official organ, to be known as In Transit. The editor and manager shall have charge of its publication. The IP shall have general supervision subject to the approval of the GEB. ~~The journal shall be furnished to all members of the Union and all non-member feepayers without charge and it shall be furnished to other subscribers at an appropriate uniform rate as determined by the IP.~~ Space shall be reserved for the publication of assessment notices and other general union business. There shall not be endorsed or published by any LU any papers or journals using the official title and announcing themselves as official organs of the ATU without first having secured the sanction and endorsement of the GEB.

Section 29.4, Qualifications for Benefit, was amended to provide the International Secretary-Treasurer discretion to provide a funeral or dismemberment benefit to an ATU member who was not properly enrolled with the International Union under certain circumstances.

As amended, Section 29.4, Qualifications for Benefit, would read as follows:

29.4 Qualifications for Benefit. Members of this Union, after one (1) year of continuous membership in the Union, and non-member feepayers of this Union, after one (1) year of continuous payment of required fees, shall be entitled to one (1) of the following: either a funeral or dismemberment benefit, provided they have complied with the laws of the Union and are in good standing and that the LU by which they are represented is in good financial standing and has complied with the laws and rules laid down in the Constitution and General Laws.

To be in good standing in order to receive the funeral or dismemberment benefit of this Union, a member or non-member feepayer must be enrolled in the international office of the Union. Members and non-member feepayers must also have all dues, fines and assessments, or otherwise required fees, levied in compliance with the laws of the Union paid on or before the fifteenth (15th) of each month, and the LU by which they are represented must be in good standing with the IU having all per capita tax and assessments paid, as required by this Constitution. Notwithstanding the above, the IST shall have the discretion to provide a funeral or dismemberment benefit to an individual who was not enrolled with the IU due to a good-faith error or omission of an LU.

Section 29.10, Amount of Benefit, was amended to double the funeral and dismemberment benefit. As amended, Section 29.10, Amount of Benefit, would read as follows:

29.10 Amount of Benefit. The amount of funeral or dismemberment benefit to which the IU is responsible for payment in case of death or dismemberment of a member or non-member feepayer during the second (2nd) year of continuous membership or thereafter shall be ~~one~~ two thousand dollars (\$~~1,000.00~~) (\$2,000.00), effective October 1, 2022.11.

To amend the Constitution and General Laws to use gender-neutral language throughout.

Violence prevention course available for Union members

As a transit rider and union member, I too share your concern for the increase violence and drug activity on buses. I have both read about, and been witness to, assaults on drivers and other passengers. Needless to say, it must stop. All of it.

In the interim, both drivers and passengers need the odds adjusted dramatically in their favor in such situations, with an emphasis on prevention.

Consider: Two separate court decisions, one state and one federal, ruled that police have no legal obligation to protect anyone (including you).

Consider: Police response time for a "priority 911 call" nationally is 7 to 10 minutes. In Seattle, it's currently ONE HOUR.

Consider: that driver's personal safety is ultimately that driver's personal responsibility, even with support from the union, the employer, law enforcement, private security, and the community.

I offer a basic course on self-defense teaches the most effective strikes, kicks, ground fighting, and so much more. Short, to-the-point, easy-to-learn, and effective.

I also offer an online course and a full instructor certification program.

Sensei Gregory C. Lewis' Modern Karate <senseilewis206@gmail.com>
 Instructor bio: <https://karatemeanseptyhand.com/f/sensei-lewis-martial-arts-resume>

ATU Local 758 offered the following for informational purposes only, not an endorsement..

ATU Local 758's Holiday Parties

Saturday, December 10, 2022 6:00pm - 11:00pm

Clover Park Tech College (Rotunda)

4500 Steilacoom Blvd. Lakewood WA 98499

Join Us for a Fun Time!!!

♪ Great Food, Drinks, Music, Dancing, & Door Prizes (BYOB) -mixers provided ♪

BRING A DISH TO SHARE

-If you plan on drinking please arrange for a designated driver.

Adults only! See you there!

Questions or if you are willing to help set-up and clean-up

-all help is greatly appreciate- Call Vicky Simpson (253) 820-2299

Join us for this year's Retiree Holiday Luncheon

Saturday, December 10, 2022

12 Noon- 3PM

La Quinta

1425 E. 27th St.

Tacoma, WA 98421

Cost \$30 (includes tax & tip)

Please RSVP to Lynne Proctor 253-304-4182

if you would like to attend.



Amalgamated Transit Union, Local 758

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6923 Lakewood DR W B1 Tacoma, WA 98467-3221

(253)474-3123 atu758.org

Weingarten rights

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

Isaac Tate, President B.A: pres758@atu758.org (253)329-1655

Terry Leazer V. Pres A.B.A: vpres758@atu758.org (253) 686-1435

Vonda Marshall, Fin-Sec/Trea: 758finsec@atu758.org (253)474-3123

Vonda Marshall, Rec. Sec.: recsec758@atu758.org (253)376-8854

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