



# AMALGAMATED TRANSIT UNION

## Division 757

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# TRACKING FASTER

## ATTENTION TRIMET-ATU 757 MEMBERS

I read Neil McFarlane's communication to TriMet members titled "Connecting the Dots." In his communication, McFarlane preached the age-old party line that separate pots of money can only be used for certain things.

For example, McFarlane claims he has enough money to pay for the Portland-Milwaukie Light Rail Line, he just doesn't have enough to pay wages and benefits to operate the service, unless of course, employees are willing to take less. Beginning to sound like what's going on in Wisconsin and Ohio?

Ask yourself. If TriMet bought busses, signed a contract and then stopped paying the agreed upon terms claiming they had less money than they had budgeted for, what do you think the bus manufacturer would do? What if TriMet contracted with a company to build light rail and the contractor halted the construction claiming they bid the job too low, what do you think TriMet would do?

The contract dispute between TriMet and the Union is no different! TriMet signed a contract with its unionized employees. Contract disputes for transit workers in Oregon are covered by state law which provides a legal and mandatory process those parties to a contract are bound to comply with. TriMet refused to comply with that process, and unilaterally and unlawfully imposed changes to the party's contract. What did the Union do? It filed an unfair labor practice complaint with the Oregon Employment Relations Board.

Remember, Neil McFarlane told union officials in a face-to-face meeting that had the Union not exercised its legal right to file an unfair labor practice complaint, he (McFarlane) would not have implemented the contract change. So, instead, McFarlane violated the law and is now asking employees to accept it.

Just like TriMet and its contractors would not accept a breach of contract, neither should the employees accept a breach of their labor contract. This so-called "bridge agreement" that McFarlane wants employees to accept represents a double-edged sword. He wants employees to accept huge concessions now to obtain an agreement, and then immediately submit the contract to an arbitrator from whom they will seek more concessions. Does that seem like a good thing for the employees?

TriMet needs to rescind its unlawful implementation, and return to the bargaining table in an attempt to resolve the dispute. If an agreement can't be reached, the dispute then moves forward to arbitration as required by law: The arbitrator will then decide on the terms of a new agreement. That is what the law requires. The Union has always agreed to follow and abide by the legal process. Now, it is time for TriMet to do the same!

And for anyone who believes Neil McFarlane when he tells you that the money TriMet saves from making you pay more for health insurance and take less in wages will not help fund light rail, maybe you don't remember or weren't here in 1985 when union employees took a five percent wage rollback to pay for the Westside light rail. And by the way, when the unionized workers suffered that five percent wage rollback in 1985, management received a ten percent wage increase several months later.

Fraternally,

Jonathan J. Hunt  
President - Business Representative