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IN THE MATTER OF FACT-FINDING  
BETWEEN

GREATER CLEVELAND REGIONAL )  
TRANSIT AUTHORITY )

CASE NO. 09-MED-05-0639

AND )

FINDINGS  
AND  
RECOMMENDATIONS

AMALGAMATED TRANSIT UNION )  
LOCAL 268 )

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

Brian J. Smith, Esq.  
Sarah Jun, Esq.  
William Nix, President ATU

FOR THE EMPLOYER

Stephen J. Sferra, Esq.  
Robert I. Koury, Esq.  
Joseph A. Calabrese, CEO

## SUBMISSION

This matter concerns fact-finding proceedings between the Greater Cleveland Regional Transit Authority (hereinafter referred to as RTA) and the Amalgamated Transit Union, Local 268 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were conducted on February 18 and 19, 2010 in Cleveland, Ohio.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit consists of all full-time and part-time Operators, Mechanics and Maintenance employees. There are approximately 1,900 employees in the bargaining unit.

This fact-finder in rendering the following recommendations on the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117.14(G)(6)(7). The parties requested that this fact-finder issue a summary report setting forth his recommendations based upon the discussions which took place during the fact-finding proceedings. Therefore after giving careful consideration to the parties' positions and evidence presented at hearing, this fact-finder hereby submits his recommendations in summary fashion on the issues which remain at impasse.

**1. WAGES**

Effective 2-1-11: 1.5% increase

Effective 8-1-11: 1.5% increase

**APPENDIX A. RATES OF PAY**

Section 1. The following wage increases shall be made during the term of this agreement:

<b>Effective 2/1/2011</b>	<b>1.5%</b>
<b>Effective 8/1/2011</b>	<b>1.5%</b>

Section 2. The wage adjustments shall be applicable to the hourly or weekly rates of pay being received at the effective date of each increase. The increases shall be applied to all classifications and employees included in the bargaining unit.

Section 3. All employees shall remain on the pay plan under which they were hired or currently work regardless of position or classification changes.

**APPENDIX B. WAGE RATES**

Section 1. The top wage rate for Bus and Rail Operators who collect fares shall be as follows:

2/1/2009	2/1/2011	8/1/2011
\$24.02	<b>\$24.38</b>	<b>\$24.75</b>

Bus and Rail Operators performing work not requiring fare collection shall receive 10 cents per hour less than the applicable Operator rates.

## 2. LONGEVITY

Longevity will be frozen and not paid for the calendar year 2010.

Longevity will be paid for 2011.

## 3. HEALTHCARE BENEFITS

Implement the following plan design changes effective June 1, 2010. Calendar year 2010 deductibles will be pro-rated at \$125 single/\$250 family.

Deductible:	Single-\$250	Family-\$500
Coinsurance:	90/10	
Out of Pocket Maximum:	Single-\$1,000	Family-\$2,000
Office Visit Co-pay:	\$10 (waived for annual physical)	
Emergency Room Co-pay:	\$100 (waived if admitted to hospital)	
Premium Contributions:	88/12	
Coverage of Unmarried Students:	Up to age 23	
Coverage of Disabled Dependents:	Indefinite if unable to work	

Recommended Contract Language for Section 3 as follows:

Amend Section 3 – Health Care Benefits.

~~A. The Authority will continue to provide a level of benefits comparable to those now in effect for the duration of this Agreement.~~

A. The health care plans include but are not limited to: hospital, medical, surgical, vision, dental and prescription drugs. Employees shall contribute by direct payroll deduction toward the monthly premium cost of the plan elected as set forth below.

**The following plan design will be effective June 1, 2010. Calendar year 2010 deductibles will be pro-rated at \$125 single/\$250 Family.**

**The Authority's medical plans include a \$250 deductible for a single plan and \$500 deductible for a family plan. Deductibles are paid yearly and separate from any coinsurance payments.**

**Medical plans (in network) also include a 90/10-coinsurance plan up to a maximum out of pocket per calendar year of \$1,000 for a single plan and \$2,000 for a family plan.**

**Employees will pay \$10 office visit co-pay. The office visit co-pay would be waived for an employee's annual physical.**

**Employees seeking emergency room treatment would pay \$100 co-pay. The \$100 co-pay will be waived if the employee is admitted to the hospital.**

**B. An employee eligible for health care coverage is defined as a full-time employee covered by these Conditions who has completed a probationary period of six months. Benefits under this provision shall become effective on the first day of the month following the completion of the probationary period. An eligible employee and that employee's dependent(s) shall not be covered under more than one plan of health care benefits offered by the Authority. Effective June 1, 2010 dependent children eligibility may continue past age 19 up to age 23 for an eligible dependent who is unmarried and is a full-time student. Eligibility may also continue past age 19 for an eligible dependent that is unmarried and primarily dependent upon the employee for support due to a physical or mental disability, which renders the dependent unable to work. This incapacity must have started before age 19 and must be medically certified by a physician.**

**C. Effective January 1, 2009, the required health care contribution for plans in effect will be 88% by the Authority and 12% by the employee.**

**D. Plan enrollments shall be on a calendar year basis.**

**E. The Authority will contribute \$65.00 per month towards the cost of single or family coverage for part-time employees unless they indicate in writing that they are not regularly available to work 30 hours per week. The employee can apply the \$65.00 towards any health care plan provided by the Authority and selected by the employee. The part-time employee and his/her dependents must meet all eligibility and other requirements as specified for all Authority employees covered under its plans in accordance to Article II, Section 20.**

**F. The Authority shall pay \$3.00 per month toward the premium paid by each pensioner for any medical plan under the group plan. Retirees who are entitled to receive this payment shall be paid in a lump sum the actuarial equivalent of the \$3.00 per month payment. If there is a dispute over the amount of the lump sum settlement, it shall be submitted to arbitration pursuant to Part I, Article 10, before the payment is made.**

#### **4. BENEFITS**

Life Insurance, Short Term Disability, Sick Benefits and Pensioners' Life Insurance - current language to be retained with no change.

#### **5. PART-TIME OPERATORS**

Amend Part II, Article 20, Section J to provide that part-time operators may pick full runs and weekend work as designated by management.

#### **6. OVERTIME**

Part II, Article 8: Delete Section 4 pertaining to overtime on day off.

Part III, Article 1: Delete Section 3 pertaining to overtime on day off.

#### **7. PULL-OUT TIME**

Increase to fifteen (15) minutes.

Recommended Contract Language as follows:

Part II, Article 7, Section 1- Pull-Out: Bus and rail operators shall be allowed fifteen (15) minutes for getting a vehicle out each time required to pull-out from a yard or garage.

#### **8. BREAKS**

Add new language to provide employee breaks be provided between the second and sixth hours of work.

Recommended new Contract Language as follows:

Section 2. Employees eligible for breaks shall receive such break time between the second and sixth hours of work.

**9. POSITIVE DISCIPLINE**

Add Memorandum of Understanding that current Positive Discipline Policy will not be changed through January 31, 2012.

**New Appendix F**

Memorandum of Understanding

Between the

Amalgamated Transit Union  
&

The Greater Cleveland Regional Transit Authority

**POSITIVE DISCIPLINE POLICY**

Effective upon execution, this memorandum of understanding will confirm the parties understanding regarding the implementation of the Authority's Positive Discipline Policy through January 31, 2012. The Greater Cleveland Regional Transit Authority and the Amalgamated Transit Union, having met and conferred, agree to the following conditions outlined herein. Except as outlined in this agreement, no other terms and conditions of the Positive Discipline Policy shall be effected.

The Authority agrees that the current language of the Positive Discipline Policy will not be changed through January 31, 2012. This MOU will sunset effective January 31, 2012. The Authority will then maintain its rights under the disclaimer provision of the Positive Discipline Policy.

The GCRTA and the ATU acknowledge that they have had ample opportunity to meet and confer regarding the implementation of the Positive Discipline Policy through January 31, 2012.

Executed in Cleveland, Cuyahoga County, Ohio, this \_\_\_\_\_ day of March 2011.

For the Amalgamated Transit Union

For the Greater Cleveland RTA

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\_\_\_\_\_

**10. DURATION**

The Contract shall remain in effect beginning August 1, 2009 through January 31, 2012.

**11. OTHER ISSUES**

This fact-finder does not recommend any other changes in Contract language as proposed by the parties. Current language is to be retained with respect to these other provisions.

**CONCLUSION**

This fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder incorporates and recommends that all tentative agreements previously reached by the parties be included in their new Collective Bargaining Agreement.

**MARCH 18, 2010**

  
\_\_\_\_\_  
**JAMES M. MANCINI, FACT-FINDER**



**JAMES M. MANCINI**  
**ATTORNEY AT LAW - ARBITRATOR**  
JEFFERSON CENTRE - SUITE 306  
5001 MAYFIELD ROAD  
LYNDHURST, OHIO 44124  
216 382-9150 Fax 216 382-9152 ManciniJM@aol.com

STATE EMPLOYMENT  
RELATIONS BOARD

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March 18, 2010

J. Russell Keith, Esq.  
Assistant Executive Director  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

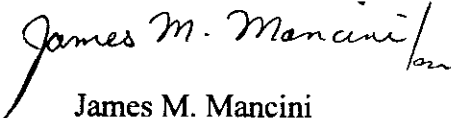
RE: Case No. 09-MED-05-0639  
Greater Cleveland Regional Transit Authority  
-and-  
Amalgamated Transit Union, Local 268

Dear Mr. Keith:

Enclosed herewith is a copy of my fact-finder's Report in the above referred to matter.

Thank you.

Very truly yours,

  
James M. Mancini

JMM:em  
Enclosure