

STATE-EMPLOYEE RELATIONS BOARD
Jan 13 10 06 AM '96

IN THE MATTER OF FACT-FINDING PROCEEDINGS
BETWEEN

UNITED ELECTRICAL, RADIO AND)
MACHINE WORKERS OF AMERICA)
LOCAL 791) CASE NO. 95-MED-10-0930
)
)
AND)
) FINDINGS AND RECOMMENDATIONS
)
THE OHIO TURNPIKE COMMISSION)

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

Al J. Smith, Jr.
Ruth Schaffner
David Alexander

FOR THE EMPLOYER

David Millstone
Michael Kelly

S U B M I S S I O N

This matter concerns fact-finding proceedings between the Ohio Turnpike Commission (hereinafter referred to as the Commission) and the United Electrical, Radio and Machine Workers of America, Local 719 (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 held on January 9, 1996.

These 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 but without success. The issues before this fact-finder for his consideration include the following: Wages; Vacation Schedule; Sickness and Accident; and Step Increases.

This fact-finder in rendering the following findings of fact and recommendations on issues at impasse, has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. WAGES

The Union proposes a general wage increase of 7 percent effective January 1, 1996; a 5 percent increase on January 1, 1997; and a 5 percent wage increase on January 1, 1998.

The Commission proposes increasing base wages by 3 percent when the new contract goes into effect with additional wage increases of 2 percent on January 1, 1997 and another 2 percent on January 1, 1998.

The Union contends that its wage proposal is more in line with recent wage increases granted to turnpike workers. Bargaining unit employees have received a 5 percent increase in each of the last six years, except for calendar year 1995 when they received no increase and in 1992 when they received a 3 percent increase. However, the Union points out that bargaining unit members have actually experienced only a modest improvement in real earnings when inflation is taken into consideration. Over the last four years, the Union estimates that average hourly earnings have increased only .7 percent in real terms when adjusted for the Consumer Price Index for Urban Consumers. The Union claims that its proposal of 7 percent, 5 percent, and 5 percent increases will restore the long term growth in real wages for employees.

The Union further maintains that labor productivity for this bargaining unit has improved significantly over recent years. Between the years 1986 and 1994, labor productivity rose 14.6 percent. However during the same period, real wages rose only 3.4 percent in 1986 dollars. In effect, the Union submits that the Commission has not compensated turnpike workers for productivity gains.

With respect to the comparability issue, the Union argues that the most relevant comparison should be made with non-bargaining unit employees. Since 1992, non-bargaining unit employees at the Turnpike have received raises of over 21.5 percent or 11 percent in real terms considering inflation. However, bargaining unit employees for the same time period only received increases of about 13.6 percent before inflation and just under 3.7 percent in real terms. According to the Union's calculation, bargaining unit employees have received less than one-half of the wage increases of other employees at the Turnpike.

The Union disputes the Commission's claim that a relevant comparison can be made with State of Ohio employees. The Union points out that the State of Ohio is subject to political and tax considerations that a revenue driven enterprise such as the Ohio Turnpike does not have to face. As a result,

turnpike workers' wages should not have to face the wage limits that affect many state workers. Likewise, the Union contends that there are important differences between turnpike workers in other states and those employed here. Turnpike operations in Pennsylvania and New Jersey, for example, are relatively larger than Ohio, whereas those in Indiana and West Virginia are relatively smaller. Thus wage comparisons with employees in other states should be viewed with caution.

The Union contends that the Commission has the ability to pay substantial wage increases for bargaining unit members. Turnpike revenues including both toll and non-toll revenues have increased approximately 62 percent from 1982 to 1994. According to the Union, the Commission has accumulated 106 million dollars in cash and investments as a result of the growth in revenue. Contrary to the Commission's claim that they have seen a deterioration in toll revenues, the Union points out that from 1991 through 1994 toll revenues actually rose 17.8 percent. Moreover with recent rate increases enacted by the Commission, there will be additional revenue available to support new capital investments as well as to insulate the Commission from inflation.

Finally, the Union emphasizes that bargaining unit

workers have been without a general wage increase since July, 1994. It was also pointed out that at the time of the last contract settlement, employees were not given a retroactive wage increase but rather a longevity increase which affected only employees with five years of service. Considering that the last wage increase received by the bargaining unit was eighteen months ago, as well as the fact that inflation has eaten away at constant wages, the Union maintains that its request for a 7 percent wage increase in the first year is more than justified.

The Commission contends that its wage proposal is based on national and statewide trends as well as comparable wage rates. The Commission submits that the Union's proposal is totally unreasonable considering that bargaining unit employees' hourly wages are already relatively high in their respective field. The Union 's wage proposal would be too costly under the circumstances presented.

The Commission cites other public sector wage settlements in support of its position. The average public sector settlement negotiated in 1995 according to SERB was 3.37 percent. The Ohio Department of Transportation (ODOT) recently received a first year wage increase of 3 percent and an average increase of 3.33 percent over the life of the contract.

The Commission also cites the average annual wage increase negotiated by two Northern Ohio Regional Transit Authorities which for 1995 was only 3.18 percent. The Commission notes that the Union's proposal is considerably higher than any of these other comparable wage increases granted by public entities.

The Commission disputes the Union's claim that it has the unlimited ability to raise rates whenever additional revenues are needed. When the recent rate increase was proposed by the Commission, it was met with a great deal of public and political reaction which caused a deferral of the toll rate increases. Moreover, the recent increases were implemented primarily to finance major renovation on the turnpike including expanding the road from two to three lanes.

The Commission further maintains that its wage proposal herein is consistent with wage increases granted to other bargaining unit employees employed at the Turnpike. It would be consistent with the settlements reached with the Radio Room employees as well as the part-time toll collectors both of whom are represented by the Union herein. The part-time toll collectors for example were given increases of 2.5 percent in 1994, 2.3 percent in 1995, and 2.1 percent in 1996.

The Commission also claims that its wage proposal will

keep the bargaining unit employees among the best paid turnpike employees in the surrounding area. Currently, the toll collectors' top pay ranks higher than the top wage for similarly situated employees working for Pennsylvania, West Virginia, Illinois, New York, and Maryland. Similarly, the top maintenance rates for bargaining unit members here exceed the top wage of similarly situated employees in neighboring West Virginia, Pennsylvania and Maryland.

Contrary to the Union's claim, the Commission contends that wages have kept pace with inflation. For the period beginning in 1992 through November, 1995, inflation rose at a modest 12.8 percent. However, bargaining unit members realized a 13.6 percent increase in base wages for this same time period. The Commission also notes that employees receive additional compensation from longevity pay. Moreover unlike other workers in the country, the bargaining unit here does not have to contribute towards monthly premium costs for their health insurance.

In summary, the Commission submits that its wage proposal is consistent with wage increase granted in the past to other bargaining units as well as to other comparable employees in the state and country. Moreover, the bargaining unit wages

are consistently higher than comparable employees at other turnpikes in states in the area. Considering that there has been a period of stable prices, the Union here has failed to establish any justification for the substantial wage increases which it is seeking.

ANALYSIS - After carefully reviewing the arguments and evidence submitted, this fact-finder would recommend that base wages be increased by 4 percent effective January 1, 1996; 3.5 percent effective January 1, 1997; and 3 percent on January 1, 1998. The recommended increases would be in line with the average statewide public sector settlements including those granted at ODOT and at Ohio Regional Transit Authorities. With the recommended increases, bargaining unit employees would retain their relatively high ranking among turnpike salaries in neighboring states. Moreover, the recommended wage increases would be consistent with those granted in the past to both this unit as well as other units at the Commission.

This fact-finder has determined that the recommended wage increases herein would be in line with the average statewide public sector wage settlements negotiated in 1995. According to SERB, the average public sector wage increase was 3.37 percent. A comparable state agency, the Ohio Department of Transportation,

recently granted its employees increases of 3 percent, 4 percent, and 3 percent for an average annual increase of 3.33 percent over the life of the contract. ODOT employees perform many of the same maintenance functions as bargaining unit employees here in operating the interstate highways in Ohio. Moreover, Ohio Regional Transit Authorities, which are likewise funded by fares and user fees, provided their employees with annual increases of 3.18 percent in 1995. Thus it is apparent that this fact-finder's wage increase recommendation which would average 3.5 percent over the life of the parties' contract would be in line with other comparable public sector wage settlements.

In making the recommendations herein, this fact-finder has taken into consideration the evidence showing that the Ohio turnpike workers are relatively high paid in comparison to similarly situated turnpike workers in other neighboring states. The top toll collector hourly rate currently is \$14.97 which translates to approximately a \$31,000 yearly salary. In comparison to the toll collector wage rates at other turnpikes, the bargaining unit wages here are among the highest paid. In the comparison cited, bargaining unit toll collectors are paid more than similarly situated employees working for the Pennsylvania, Illinois, New York, Maryland, and West Virginia turnpikes. Only

New Jersey turnpike toll collectors receive a higher wage than bargaining unit members here. Likewise, the evidence shows that the top maintenance rates for bargaining unit employees ranks near the top for turnpike workers in the area. The current hourly top maintenance rate is \$14.56 which amounts to an approximate \$30,000 yearly salary. This is more than the top maintenance rates found for turnpike workers in West Virginia, Pennsylvania and Maryland. Only the Illinois top maintenance rates exceeded those found here. It should be noted that the comparison cited used wage rates for these other turnpike workers which go into effect during 1996. Thus it is apparent that with the 4 percent increase which this fact-finder is recommending for the first year of the parties' agreement, the bargaining unit employees would continue to be among the best paid turnpike employees in the area. Considering that this fact-finder's recommended wage increase would allow the bargaining unit to retain its relatively high ranking among turnpike workers, this fact-finder finds no basis for recommending any greater wage increase such as that proposed by the Union.

This fact-finder further finds that the recommended increases herein are in line with wage increases granted to other Commission bargaining units as well as the most recent increases

provided to this particular unit. The evidence shows that part-time toll collectors, also represented by the Union herein, were granted increases of 2.5 percent for 1994; 2.3 percent for 1995; and 2.1 percent for 1996. Radio Room employees were provided with pay increases of 1.9 percent in 1994 and 2.28 percent in 1995. During the most recent contract between the parties, this particular unit was provided with wage increases which amounted to 13.6 percent over the three and one-half year length of the contract. This averaged approximately 3.9 percent over the life of the contract. As indicated, this fact-finder's recommended wage increase would provide for an average increase of 3.5 percent over the duration of the agreement. Thus it is clear that this fact-finder's wage recommendation is consistent with the most recent average annual increase provided to this particular bargaining unit. This fact-finder would like to further note that even if one looks at non-bargaining unit employees, the increase provided to them in 1995 was 4 percent. Likewise, this fact-finder is recommending in the first year of the parties' agreement here that there be a 4 percent wage increase.

The evidence further shows that at least for the past three and one-half years, bargaining unit wages have kept pace

with inflation. From the beginning of 1992 through 1995, the Consumer Price Index for urban consumers rose a modest 12.8 percent. During approximately the same period of time which covered the parties most recent contract, bargaining unit employees received a 13.6 percent increase in base wages. Thus contrary to the Union's contention, inflation has not eroded all of the wage gains achieved in the most recent contract. Moreover the 2 percent longevity increase which this bargaining unit received in January, 1992 must also be factored into the equation. Approximately 65 to 70 percent of the bargaining unit received this additional compensation during the last contract. Thus when all factors are considered, it cannot be said here that this bargaining unit would need significant pay increases as the Union proposes in order to keep pace with inflation which even for 1996 is expected to remain relatively low.

This fact-finder finds it appropriate to recommend wage increases greater than that proposed by the Commission for several reasons. First as previously indicated, evidence relating to comparable wages paid to other public sector employees supports such a recommendation. The Commission's wage proposal was not in line with the average public sector settlement negotiated in 1995. Moreover, this fact-finder has

determined that the Commission has the ability to fund the recommended wage increases for this bargaining unit. Based on the wage data submitted, the additional first year cost over and above the Commission's wage proposal would be approximately \$225,000. It was demonstrated that turnpike revenues have steadily increased during recent years. In 1994, total revenues increased by 12.4 percent to 112.1 million dollars. Because there was a recent toll increase implemented by the Commission, it is apparent that total revenues will continue to see growth in the foreseeable future. As a result, it must be found that the Commission has the ability to finance the recommended wage increases herein from available revenue resources.

RECOMMENDATION

It is the recommendation of this fact-finder that base wages for the bargaining unit be increased as set forth below:

WAGES

Effective January 1, 1996 - 4 percent (4%)
Effective January 1, 1997 - 3.5 percent (3½%)
Effective January 1, 1998 - 3 percent (3%)

2. VACATIONS

The Union proposes that the number of vacations allowed at each maintenance section installation between April 1st and October 31st for roadway personnel be increased to five employees. The current provision sets a maximum of three section roadway employees from any maintenance section installation who can take vacation at the same time between April 1st and October 31st. The Commission proposes an increase to a maximum of four maintenance workers who can take vacation at any one time at each installation.

The Union contends that its proposal to allow vacation for five maintenance workers at each section is justified for several reasons. First, the Union argues that there are enough people at each location to carry-out the necessary work load during the lighter summer season even if five maintenance workers were on vacation. In addition, each maintenance section takes on six to eight temporary workers during the lighter summer season which would free regular employees for vacation during that time. Finally, it was pointed out that maintenance workers work long twelve hour shifts during the winter months on the turnpike with only two workers in each maintenance section being allowed to take vacation at once. Certainly, this justifies a more flexible

schedule during the rest of the year.

The Commission contends that the Union's proposal would adversely impact operations by providing for a 66 percent increase in the number of employees out on vacation. It was pointed out that section roadway personnel perform important functions such as responding to accidents to clear debris and to assist in providing traffic control around work sites. The Commission disputes the Union's claim that temporary summer help could be used to perform essential maintenance and safety operations at the turnpike. The Commission further claims that there have been chronic attendance problems at various installations which constrain vacation flexibility. Finally, the Commission points out that other comparable public employers such as ODOT retain considerably more discretion in scheduling vacations. The Commission submits that its proposed 33 percent increase in the number of maintenance employees who can take vacation at any one time at the various installations is more reasonable.

ANALYSIS - This fact-finder would recommend that the maximum number of roadway employees from any maintenance section installation who can take vacation between April 1st and October 31st be increased to four employees. This would represent a reasonable 33 percent increase in the number of employees

simultaneously on vacation at each maintenance section installation. The greater increase proposed by the Union in the number of employees on vacation could possibly have an adverse impact on turnpike operations. Section roadway personnel perform important functions of responding to accidents to clear debris and to coordinate traffic control around work sites on the turnpike. The Commission has indicated that a major third lane project will be undertaken during the next five years along the turnpike. As a result, it is absolutely essential to retain the necessary personnel for operating the turnpike during its peak summer season. Thus in order to avoid any possible adverse impact on turnpike operations, this fact-finder finds that the Commission's proposal regarding vacations is the more reasonable of the two offered.

Moreover, the evidence does not support the Union's contention that temporary summer help consisting of student workers could be used to alleviate any work load problems caused by greater vacation use by maintenance employees. As the evidence shows, student workers are limited to what they can do because they do not have commercial drivers' licenses and are prohibited from operating vehicles essential to section maintenance operations. Moreover, the students are untrained to perform

work with the high speed traffic on the turnpike and as a result it would be unsafe to use them in the same manner as regular section roadway personnel.

The evidence also does not support the Union's contention that there are more than a sufficient number of employees at each location to carry-on the required work at all times during the summer season. The Commission produced evidence indicating that there has been attendance problems at various installations which have limited the number of personnel available to perform required maintenance work. There was also an indication that last summer at the Castilia location, all of the personnel available were used to provide traffic control for construction at the toll plaza. If a major accident had occurred at the Castalia section during the resurfacing project, a major safety and operational problem could have developed. Thus the evidence shows that in order to maintain the safe operation of the turnpike at all times including the summer months, it would be more reasonable to increase the number of maintenance workers who can be on vacation to a maximum of four rather than five as the Union proposes.

RECOMMENDATION

It is the recommendation of this fact-finder that the

Vacation Provision be modified to provide that a maximum of four section roadway employees from any installation be allowed to take their vacation at the same time between April 1st and October 31st as more fully set forth below:

VACATIONS

8.8(a) Between November 1 and March 31, not more than two (2) employees from any maintenance section installation may take vacation at the same time, unless the department head permits more; except custodians and mechanics shall have their own vacation schedule. Between April 1 and October 31, a maximum of four (4) section roadway employees from any maintenance section installation may take their vacation at the same time provided that no more than two employees from the crew responsible for overtime are scheduled on vacation at the same time. No more than one building checkman/roadway can be scheduled on vacation from an installation at any time. The custodians and mechanics at each section installation may have no more than one (1) person in each work unit on vacation leave at any time during the year. Division personnel shall be limited to one employee on vacation at a time per work unit per division, except that in any division sufficient skilled tradesman shall be available to perform the necessary functions of the craft.

3. SICKNESS AND ACCIDENT

The Commission proposed increasing the number of days an employee must be absent to qualify for the Sickness and Accident benefit from the current five days to twenty-five days. The Union has proposed that a worker be allowed to become eligible for sickness and accident insurance after he has been out for ten days.

The Commission contends that Sickness and Accident benefit eligibility must be adjusted in order to address attendance problems. The Sickness and Accident benefit is intended to supplement the fifteen days per year sick leave which is provided to employees. However according to the Commission, because of the short five day eligibility period, bargaining unit members have abused the Sickness and Accident benefit which is designed to cover long term illnesses.

The Commission points to statistics which indicate that since the Sickness and Accident Benefit Provision went into effect in 1992, bargaining unit absenteeism has risen sharply. During 1993 for example, absenteeism was 69 percent higher than prior to the Sickness and Accident Benefit Provision being implemented. It was also pointed out that 22 percent of all sickness and accident claims were very short absences for ten

days or less. By extending the eligibility period to twenty-five days, the Commission hopes to reduce the number of claims by 57 percent. The Commission claims that it was no coincidence that attendance fell sharply immediately after the Sickness and Accident benefit went into effect in 1992.

The Union counters that its proposal for a ten day period is much more reasonable than the Commission's for several reasons. First, the Union points out that in 1992, the Commission gave the short five day waiting period for sickness and accident insurance in exchange for the Union giving up its right to accumulate sick leave credits without limit. The Union also points out that it takes some sick leave days to bring the Sickness and Accident benefit, which is the equivalent of two-thirds of an employee's pay, up to the equivalent of full pay. Moreover with a twenty-five day waiting period as proposed by the Commission, it would take a new full-time worker over sixteen months to accumulate enough sick leave to make up for lost pay.

The Union also disputes the Commission's claim that employees have abused the Sickness and Accident benefit. The Union argues that it is unreasonable to require employees to use over an entire year's accumulation of sick leave while waiting to

become eligible for Sickness and Accident benefits. It notes that changing the five day ineligible period to ten days as it proposes is a 100 percent increase. Anything greater as the Commission proposes would be inappropriate.

ANALYSIS - This fact-finder would recommend that there be an increase in the number of days an employee must be absent to qualify for the Sickness and Accident benefit from the current five days to twenty days. The evidence before this fact-finder clearly shows that the current five day waiting period for eligibility for the benefit is much too short. As even the parties themselves recognized at one point during negotiations, a twenty day sickness and accident eligibility period is appropriate and fair.

The parties agreed that the Sickness and Accident benefit was designed primarily to cover long term illnesses, up to twenty-six weeks during a twelve month period. However due to the short five day waiting period, over the life of the past agreement, 22 percent of all sickness and accident claims were for very short absences of ten days or less. Another 38 percent were for absences of only fifteen days or less. Thus it appears as the Commission contends that bargaining unit members have used the Sickness and Accident benefit for short

term rather than long term illnesses. In effect, the Sickness and Accident benefit may be contributing to an attendance problem which has developed as claimed by the Commission. The evidence shows that by extending the eligibility period to twenty days, the Commission may see a reduction in the number of claims by about 49 percent. The extension to twenty days will in effect cause the employees to use accumulated sick leave to cover short term illnesses rather than attempting to use the Sickness and Accident benefit which was designed to cover long term illnesses.

This fact-finder would further like to note that the Commission does not have a restrictive sick leave policy here. Bargaining unit employees can accrue fifteen sick days per year and are allowed to accumulate 150 days. Thus the Sickness and Accident benefit was clearly intended here to supplement the fifteen days per year sick leave which employees are entitled. As noted by the Commission, many public employees do not have this kind of benefit or have it in a diminished form. Two other neighboring turnpikes were cited by the Commission for comparison purposes. In Illinois, turnpike employees do not have any extended sick leave coverage. At the New York turnpike, there are numerous restrictions on the Sickness benefit including that it only covers 50 percent of an employee's regular wages. The

New York turnpike employees must first exhaust all accumulated sick leave prior to being eligible for its Sickness and Accident benefit. Therefore considering all of the factors involved, it would appear to this fact-finder that a twenty day sickness and accident eligibility period for the bargaining unit here is reasonable.

RECOMMENDATION

It is the recommendation of this fact-finder that the Sickness Leave Provision be modified to increase the number of days an employee must be absent to qualify for the Sickness and Accident benefit from the current five days to twenty days as more fully set forth on Attachment A.

Amend Section 7.1 as follows:

7.1 An employee accumulates sick leave as follows: each full-time employee of the Commission, whether salaried or hourly rated, shall be entitled to an initial sick leave credit of five (5) workdays to be charged against sick leave subsequently earned and, shall be entitled to sick leave at the rate of one (1) workday for each 138 2/3 hours of duty while in continuous service. In applying this rule, the employee shall be credited with eight duty hours for each day of paid leave on which the employee would have worked except for such leave. Unused sick leave shall be cumulative from the day of first employment by the Turnpike Commission.

In addition, the Commission shall provide a sickness and accident insurance plan for employees which shall pay 66 2/3% of employee's regular hourly rate after twenty (20) work days of continuous absence up to a maximum of \$500 per week for twenty-six (26) weeks. Employees may use sick leave for the twenty (20) days of absence or for any absence shorter than twenty (20) workdays. An employee shall have the option of using one-third of day of accumulated sick leave while the employee is using the sickness and accident benefit. The employee will not be subject to a second twenty (20) day waiting period if the absence is the result of the same injury or illness and occurs within a twelve (12) month period of the first day of sickness and accident benefits. However, the maximum benefit an employee will receive in any twelve (12) month period will be twenty-six (26) weeks.

Any sick leave earned during the calendar year, but unused by December 31 may either be accumulated to a total of one hundred fifty (150) days or cashed in at 50% of the employee's regular hourly rate. When sick leave is used, it will be charged against the employee's accumulation on the basis of last earned, first used. Nothing in this provision will be considered to eliminate sick leave earned prior to May 13, 1992 except as used by the employee. The one hundred fifty days accumulation provided for in this section will be in addition to any accumulation earned prior to May 13, 1992 and unused thereafter.

For an employee who has had at least five (5) years of employment with the Commission, at the end of any calendar year, the employee may elect to cash in any portion of the unused sick leave accumulated since May 13, 1992. In addition, such employee may cash in unused sick leave accumulated prior to May 13, 1992 up to a maximum of 10% of the total unused accumulated sick leave available at May 13, 1992. The rate at which such sick leave may be cashed is 50% of the employee's regular hourly rate.

4. STEP INCREASES

The Union proposes that there be an automatic step progression based solely on longevity, one step increase at the end of one year's service until the last step is reached. The Commission proposes retaining the current provision which provides that step increases are not automatic but based upon longevity and merit.

The Union contends that an automatic five year progression to the final step is reasonable. It should not take any more than five years to reach the final step in job classifications at the Ohio Turnpike. The current provision which is based in part on merit, actually results in arbitrary judgment and favoritism by supervisors at the Turnpike. Providing that step increases are to be based solely on longevity, would eliminate a major source of favoritism and raise morale at the Turnpike. The Union points out that the Commission has ample means of dismissing employees for good cause long before they progress through the steps.

The Commission argues that promotions to the top step should be based not only on the time spent in grade but also on the quality of the employee's performance. It would be unreasonable according to the Commission to advance employees

who have suffered suspensions and numerous reprimands. Contrary to the Union's claim, the evidence does not show that step increases have been arbitrarily denied by management. The Commission cited examples of toll collectors and maintenance employees who have been denied step increases because of their poor performance including excessive absenteeism. Finally, the Commission argues that the Union's proposal would substantially reduce the ability to correct employee behavior. The current provision provides the means for positive reinforcement and acts as an incentive for appropriate conduct.

ANALYSIS - This fact-finder finds from the evidence before him that there was no justification established for making any changes in the current Step Increase Provision. The current provision which awards step increases based on longevity and merit appears to be reasonable under the circumstances. The parties' contract provides for a longevity bonus for employees who have worked more than five years and who have proven their worth at the Commission. It would seem to be appropriate considering this longevity provision to deny step increases to those employees who have failed to perform their job in a satisfactory manner due for example to an absenteeism problem.

Moreover, the evidence did not show that employees

have been denied step increases due to arbitrary judgment and favoritism by supervisors at the Turnpike. During the term of the current contract, there were approximately 511 step increases granted. During that same time period, only 27 employees had increases delayed. Based on testimony at the hearing, it appears that the step delays were due to such things as poor quality ratings and excessive absenteeism. In that the evidence did not show that the Commission has arbitrarily denied step increases for the bargaining unit in the past, this fact-finder must find that there was no basis established for the Union's proposal to provide for automatic step progression.

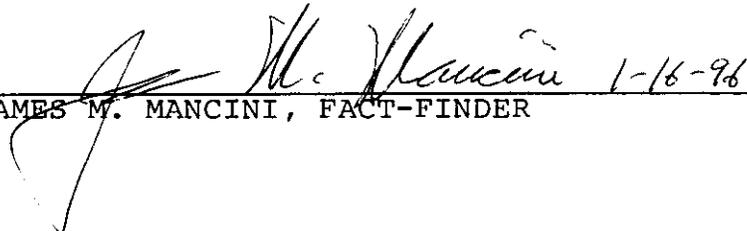
RECOMMENDATION

It is the recommendation of this fact-finder that the current Step Increase Provision which provides for step progression to the top step based upon longevity and merit should be retained without any modification.

STEP INCREASES - Current provision with no change.

C O N C L U S I O N

In 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 recommends that all tentative agreements previously reached by the parties should also be incorporated into their new Collective Bargaining Agreement.


JAMES M. MANCINI, FACT-FINDER 1-16-96