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STATE EMPLOYMENT
RELATIONS DIVISION

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FACT-FINDING BETWEEN

AMALGAMATED TRANSIT UNION,)
LOCAL 627)
and) **SERB CASE NO.**
SOUTHWEST OHIO REGIONAL) **96-MED-10-0881**
TRANSIT AUTHORITY/Metro)

Decision Issuing May 2, 1997

I. Hearing

The undersigned fact-finder, Cynthia Stanley, conducted a fact-finding between the Amalgamated Transit Union, Local 627 ("ATU") and Southwest Ohio Regional Transit Authority/Metro ("SORTA") on April 26, 1997, commencing at 8 a.m. at the Garfield Suites Hotel, Cincinnati, Ohio.

SORTA was represented by Harold S. Freeman and Charles M. Roesch of Dinsmore & Shohl. Joseph J. Pass of Jubelirer, Pass & Intrieri, represented ATU. Also participating were: SORTA General Manager Paul Jablonski, Attorney Tom Hock, Consultant Charles A. King, AGM Administrator Barry Frank, AGM OPS Michael L. Brown, Director of Human Resources Vaughn B. Davis, and Human Resources/Labor Relations Analyst Tim Werdmann; for ATU, Local 627 President Ed Fischer, International Vice President Luther Hall, Vice President Mitchell Hampton, Financial Secretary/Treasurer Sharon B. Anderson, and Union Stewards Malcolm Timmons, Ed McIntyre, and Steve Gibson.

The parties' pre-fact-finding submissions were received prior to hearing, and were reviewed and considered in this process. The fact-finder wishes to thank the representatives for their organized and comprehensive presentations in hearing.

The bargaining unit consists of bus operators, mechanics, clerks and related employees of SORTA. There are currently 756 bargaining unit members.

II. Mediation

The parties were ready to proceed to hearing.

III. Criteria

The fact-finder has given consideration to the criteria set forth in SERB Rule 4117-9-05(J).

IV. Issues and Recommendations

Each party's fact-finding proposal as presented at hearing is incorporated herein by reference. The fact-finder will not attempt to detail all of the evidence heard at hearing. The parties stipulated prior to hearing that the Family and Medical Leave Act policy is already resolved and that all portions of the January 8, 1994-January 7, 1997 collective bargaining agreement (hereinafter "contract") not specifically amended or deleted by this fact-finding report should remain unchanged through the term of the agreement. The parties stipulated to the outstanding issues prior to hearing. Those issues, the parties' positions, and the fact-finder's recommendations are summarized below:

a. Wage rates for all employees

The union's position on wages at fact-finding was 3-3-3%, that is, a 3% increase in each of three contract years. SORTA offered 2.5%-2.5%-2.75%, or 7.75% over three years, plus a lump sum payment of \$165 for each full-time employee and \$82.50 for each part-time employee. The lump sum payment language was delivered to the union and the fact-finder during hearing. Both parties presented extensive evidence in the nature of comparables to support their positions.

SORTA's Board of Trustees has authorized a 5.78% offer, consistent with its three-year financial projection. Cost savings in other areas will be necessary to raise another 1.97%, to finance the 7.75% offer. As one place to raise part of that money, SORTA proposed an increase in the number of years in the progression rate for new hires to eight years, in Section 5(k). ATU opposed having any progression at all.

The fact-finder reviewed the substantial data provided by the parties. She recommends the SORTA wage offer be accepted. The lump sum payment will be welcome to the employees, and is only a one-time cost for the company. The fact-finder rejects the SORTA proposal of the eighth year of progression for new hires as too long. Lastly, neither party raised convincing arguments concerning cost-of-living (COLA). The fact-finder recommends that while current (COLA) language remain, it be deemed ineffective for the term of this agreement. The October wage increase, for each of the three years of this Agreement, should be considered as a cost-of living (COLA) increase.

Fact-finder recommendation: Section 5, Wage Rate, delete the language prior to Section 5(a) and replace it with the following:

"Each active full-time employee will receive a lump sum payment of \$165.00. Each part-time employee will receive a lump sum payment of \$82.50. An employee must be active full time or part-time as of the date of execution of this agreement to receive payment. Payment will be made within fourteen calendar days of the execution of the contract* (1997).

The basic wage rates of employees covered by this Agreement from 12:01 A.M., [date of execution*] through midnight January 31, 2000, shall be as follows:

Section 5(a), Transportation Department, p. 8, delete the current language, i.e., the wage scale and replace it with the following:

	<u>01/06/97</u>	[pay period closest to date of execution*]	<u>07/13/97</u>	COLA <u>10/05/97</u>
Top Operator	\$15.92	\$16.11	\$16.20	\$16.32
Trans. Janitor	\$14.21	\$14.37	\$14.45	\$14.56
		<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
Top Operator		\$16.51	\$16.60	\$16.72
Trans. Janitor		\$14.73	\$14.81	\$14.92
		<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
Top Operator		\$16.93	\$17.03	\$17.16
Trans. Janitor		\$15.11	\$15.20	\$15.32

Section 5(b), Mechanical Department, A & B Rates, p. 9, delete the wage scale and replace with the following:

	<u>01/06/97</u>	[pay period closest to date of execution*]	<u>07/13/97</u>	COLA <u>10/05/97</u>
A	\$16.77	\$16.97	\$17.06	\$17.19
B	\$16.31	\$16.50	\$16.59	\$16.71
		<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
A		\$17.39	\$17.48	\$17.61
B		\$16.90	\$16.99	\$17.11
		<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
A		\$17.83	\$17.94	\$18.08
B		\$17.33	\$17.43	\$17.56

Section 5(c), Mechanical Department, C D E and UM Rates Protected Rates, p. 9, delete wage schedule only and replace with the following:

	<u>01/06/97</u>	[pay period closest to date of execution*]	<u>07/13/97</u>	COLA <u>10/05/97</u>
C	\$14.55	\$14.72	\$14.80	\$14.91
D	\$14.06	\$14.22	\$14.30	\$14.41

E	\$13.69	\$13.85	\$13.93	\$14.03
UM	\$12.97	\$13.12	\$13.19	\$13.29
		<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
C		\$15.08	\$15.16	\$15.27
D		\$14.58	\$14.66	\$14.77
E		\$14.19	\$14.27	\$14.37
UM		\$13.44	\$13.51	\$13.61
		<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
C		\$15.46	\$15.55	\$15.67
D		\$14.96	\$15.05	\$15.16
E		\$14.55	\$14.64	\$14.75
UM		\$13.78	\$13.86	\$13.97

Painter class E, plus 5 cents

Section 5(d), Mechanical Department Employees Hired After February 1, 1988, p. 10, delete the wage scale only and replace with the following:

	<u>01/06/97</u>	[pay period closest to date of execution*]	<u>07/13/97</u>	COLA <u>10/05/97</u>
C	\$13.35	\$13.50	\$13.58	\$13.68
D	\$12.80	\$12.95	\$13.02	\$13.12
E	\$12.25	\$12.39	\$12.46	\$12.55
UM	\$11.19	\$11.32	\$11.38	\$11.46
		<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
C		\$13.84	\$13.92	\$14.02
D		\$13.27	\$13.34	\$13.44
E		\$12.70	\$12.77	\$12.86
UM		\$11.59	\$11.65	\$11.73
		<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
C		\$14.20	\$14.28	\$14.39
D		\$13.61	\$13.69	\$13.79
E		\$13.02	\$13.10	\$13.20
UM		\$11.88	\$11.95	\$12.04

Section 5(e), Building Maintenance Department, A & B Rates, p. 10, delete wage scale only and replace with the following:

	<u>01/06/97</u>	[pay period closest to date of execution*]	<u>07/13/97</u>	COLA <u>10/05/97</u>
A	\$16.77	\$16.97	\$17.06	\$17.19
B	\$16.31	\$16.50	\$16.59	\$16.71

	<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
A	\$17.39	\$17.48	\$17.61
B	\$16.90	\$16.99	\$17.11
	<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
A	\$17.83	\$17.94	\$18.08
B	\$17.33	\$17.43	\$17.56

Section 5(f), Building Maintenance C and E Protected rates, pp. 10 & 11, delete wage scale only and replace with the following:

	<u>01/06/97</u>	[pay period closest to date of execution*] <u>07/13/97</u>	COLA <u>10/05/97</u>
C	\$14.55	\$14.72	\$14.91
E	\$13.69	\$13.85	\$14.03
	<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
C	\$15.08	\$15.16	\$15.27
E	\$14.19	\$14.27	\$14.37
	<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
C	\$15.46	\$15.55	\$15.67
E	\$14.55	\$14.64	\$14.75

Section 5(g), Building Maintenance Employees Hired After February 1, 1998, p. 11, delete the wage scale only and replace with the following:

	<u>01/06/97</u>	[pay period closest to date of execution*] <u>07/13/97</u>	COLA <u>10/05/97</u>
C	\$13.35	\$13.50	\$13.68
E	\$12.25	\$12.39	\$12.55
Janitor	\$11.19	\$11.32	\$11.46
	<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
C	\$13.84	\$13.92	\$14.02
E	\$12.70	\$12.77	\$12.86
Janitor	\$11.59	\$11.65	\$11.73
	<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
C	\$14.20	\$14.28	\$14.39
E	\$13.02	\$13.10	\$13.20
Janitor	\$11.88	\$11.95	\$12.04

Section 5(h), Division Clerks and Board Clerks, p. 11, delete the wage scale and replace with the following:

	<u>01/06/97</u>	[pay period closest to date of execution*] <u>07/13/97</u>	COLA <u>10/05/97</u>
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Div.	\$2926.74	\$2961.66	\$2978.21	\$3000.26
Board	\$2947.41	\$2982.58	\$2999.24	\$3021.45
		<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
Div.		\$3035.19	\$3051.73	\$3073.78
Board		\$3056.62	\$3073.28	\$3095.49
		<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
Div.		\$3112.38	\$3130.76	\$3154.66
Board		\$3134.36	\$3152.87	\$3176.94

Section 5(i), Fare Box Pullers, p. 13, delete the wage scale and replace with the following:

		[pay period closest to date of execution*]	COLA	
	<u>01/06/97</u>	<u>07/13/97</u>	<u>10/05/97</u>	
F.B. Pullers	\$13.72	\$13.88	\$13.96	\$14.06
		<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
F.B. Pullers		\$14.22	\$14.30	\$14.40
		<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
F.B. Pullers		\$14.58	\$14.67	\$14.78

Section 5(j), Traffic Checkers, p. 14, delete the wage scale and replace with the following:

		[pay period closest to date of execution*]	COLA	
	<u>01/06/97</u>	<u>07/13/97</u>	<u>10/05/97</u>	
Traf. Checker	\$14.48	\$14.65	\$14.73	\$14.84
		<u>01/11/98</u>	<u>07/12/98</u>	<u>10/04/98</u>
Traf. Checker		\$15.01	\$15.09	\$15.20
		<u>01/10/99</u>	<u>07/11/99</u>	<u>10/03/99</u>
Traf. Checker		\$15.39	\$15.48	\$15.60

Section 5(k), Cost of Living, p. 16, delete the last two paragraphs of Section 5(k) and replace with the following:

"All employees newly hired on or after [date of execution*] as operators will be paid under the following progression based on the top rate for their classification during the first eighty-four (84) months of employment.

First twelve (12) months.....	50%
Second twelve (12) months.....	52%
Third twelve (12) months.....	56%

Fourth twelve (12) months.....	60%
Fifth twelve (12) months.....	64%
Sixth twelve (12) months.....	70 %
Seventh twelve (12) months.....	76%
Thereafter.....	100%

Progression percentage rate changes shall become effective on the first day of the payroll week following the progression percentage effective date."

b. Additional payment for Division Clerks and Board Clerks working hours on what is normally a non-working day

ATU proposes that Division and Board Clerks receive additional compensation for the work they perform. ATU specifically requested time and a half for all hours worked in excess of the normally scheduled work week. Currently no overtime is paid and the Union's position is that this violates the Fair Labor Standards Act. SORTA offered new language (see below) to provide lump sum payments.

It is clear that something must be done to recompense the clerks for their time. The language and rates proposed at hearing by SORTA are an acceptable way to accomplish this.

Fact-finder recommendation: Section 5(h), Division Clerks and Board Clerks, p. 12, add the following language to the first paragraph on page 12, after the second sentence in the paragraph. The remainder of the original language contained in the paragraph shall follow the language being added:

"Whenever a Division Clerk is required to work at least eight (8) hours on a day that is normally a non-work day for such an employee then such Division Clerk shall receive a lump sum additional payment for that day of \$137.00 (\$141.00 effective the second year of this Agreement; and \$145.00 effective the third year of this Agreement). Whenever a Board Clerk is required to work at least eight (8) hours on a day that is normally a non-work day for such an employee then the Board Clerk shall receive a lump sum additional payment for that day of \$138.00 (\$142.00 effective the second year of this Agreement; and \$146.00 effective the third year of this Agreement)."

c. Progression rates for maintenance new hires

ATU requests that the progression rate for new hires be deleted. SORTA proposed a three year progression for newly hired employees in the classes of C, D, E, UM or Janitor that would provide 70% in the first year, 80% in the second year and 90% in the third

year. SORTA points out that this progression is intended to help finance the general increase and does not impact current employees.

The fact-finder recognizes that funds to finance the general increase must be found somewhere. This proposal provides an avenue without requiring the current employees to finance their own pay increase.

Fact-finder recommendation: Section 5(l), Maintenance New Hire Progression, p. 16, add the following language after the first paragraph as follows:

"All employees newly hired on or after [date of execution*] into the bargaining unit Mechanical Department as C, D, E, UM, or Janitor will be paid under the following progression scale for the jobs they hold or pick based on the following percentage of the top wage rates listed in Section 5(d) and 5(g):

1st 12 months:	70%
2nd 12 months:	80%
3rd 12 months:	90%
Thereafter:	100%"

d. Hospital care and surgical benefits

SORTA proposed providing health care through HMP 027 or Community Choice from Anthem Blue Cross Blue Shield. These plans were chosen by a joint committee after a process in which options were reviewed. SORTA has a three year agreement with Anthem and will pay the cost of single or family premiums for employees. If rates are changed from those currently agreed to by Anthem, employees pay 50% of any rate increase. ATU's position is that the current health and surgical benefits should continue but with SORTA paying the entire cost.

The fact-finder recommends the plans chosen by the joint committee specifically because the committee studied the possibilities and recommended those they felt were best for all the members.

Fact-finder recommendation: Section 11(a), Hospital Care and Surgical Benefit Insurance, pp. 29, 30, & 31, the fact-finder recommends the following changes:

Second sentence of second paragraph, delete "HMP or ChoiceCare Select" and replace with "HMP 027 or Community Choice from Anthem Blue Cross Blue Shield"

Third sentence of second paragraph, delete.

Third paragraph, delete and replace with the following:

"The employees will have no monthly premium co-payments, and the Authority's maximum premium rates shall not exceed the following beginning June 1, 1997:

<u>Plan</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
HMP 027			
Single	\$152.46	\$152.46	\$152.46
Family	\$425.68	\$425.68	\$425.68
Community Choice			
Single	\$159.84	\$159.84	\$159.84
Family	\$446.29	\$446.29	\$446.29

Section 11(g), Hospital Care and Surgical Benefit Insurance, p. 34, in the first sentence, delete "Health Maintenance Plan 044 sponsored by the Community Mutual Insurance Company, and Choice Care Select and Choice Care PCAS", and replace with "Health Maintenance Plan 027 and Community Choice from Anthem Blue Cross Blue Shield".

e. Dental benefits

ATU proposes the current dental plan, but with the entire premium paid by SORTA. SORTA has offered the choice of CIGNA (DMO) or Dental Care Plus for dental coverage. For CIGNA, SORTA will pay for the full cost for full time employees for 1997 and 1998; however, should 1999 premiums exceed a 6% increase over the 1998 premium, the employee pays the additional premium cost. For Dental Care Plus there are premium co-pays as follows:

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Single	\$0.20	\$0.20	\$0.86
Family	\$4.71	\$4.71	\$6.78

The fact-finder recommends the SORTA offer be accepted. As in the case of health benefits, this fully-paid plan (for two years at minimum) is a rarity and should be valued.

Fact-finder recommendation: Section 12(a) & (e), Dental, p.35, delete (a) and (e) and replace with the following:

"(a) The Authority is to bear and pay the cost and expense of dental coverage for each active employee covered by this Agreement, including the President and Secretary-Treasurer of the Union, who has been in the employ of the Authority for three (3) months while continuing in the service of the Authority. Such benefits shall provide either single or family coverage depending on the employee's status.

If both husband and wife are employees, either one family plan or individual plans must be chosen.

The rates set forth below are subject to contingencies placed upon the plans by the dental insurance providers. Assuming the conditions negotiated with the insurers are met, employees' monthly premium co-payments for dental insurance will be as follows beginning June 1, 1997:

<u>Plan/Year</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
Cigna DMO			
Single	-0-	-0-	+
Family	-0-	-0-	+
Dental Care Plus			
Single	\$0.20	\$0.20	\$0.86
Family	\$4.71	\$4.71	\$6.78

+ In the plan year 1999, the Authority will bear the first six (6) percent of any increase in monthly premiums above the rates for plan years 1997 and 1998. Should the monthly premium increase by greater than the six (6) percent, the employee shall pay 100% of the remaining premium cost."

(e) During the term of this Agreement, the Authority will offer Cigna DMO and Dental Care Plus for eligible employees."

f. Pension for non-PERS employees

ATU urges a 10% increase in current pension benefits for retirees. During the last contract the benefits increased 5% per year. SORTA proposed 5% per year, effective 6/1/97, 3/1/98, and 3/1/99. The fact-finder agrees that increases above cost of living are needed. Continuing 5% increases will accomplish this while maintaining the focus on financing the general pay increase.

Fact-finder recommendation: Section 13(b), Pensions, p. 36, delete the section and replace with:

"(b) Retirees who are on the pension rolls and who do not qualify for retirement allowance from PERS of Ohio, will receive an increase of five (5%) percent effective each year beginning June 1, 1997; March 1, 1998; and March 1, 1999."

g. System seniority (filling positions)

The Union is looking for at least one system pick per year. Currently, it is every even numbered year. In addition, ATU requests that the storekeeper be moved to an A rate (currently B rate). SORTA resists the movement to an A rate, pointing out that the duties of the storekeeper are not on a level of difficulty with the other employees who are on the A level. SORTA agrees to one system pick per year, as long as SORTA appoints the storekeeper position.

The fact-finder agrees that an annual system pick is needed. She also accepts the argument that the company needs to choose the storekeeper, and that storekeeper should remain at B rate for now.

Fact-finder recommendation: Section 22(b)(1), Mechanical Departments, page 48, delete the first sentence of the second paragraph of (b)(1) and replace with the following:

"There will be one general pick each year immediately prior to that year's vacation pick."

Section 22(b)(7), Storekeeper, p. 49 & 50, delete and replace with the following:

"Effective with the 1997 general pick in Maintenance all Storekeeper positions shall become appointed positions. The Authority will select and assign the employees. Appointed employees will continue to accrue overall seniority for the purpose of vacation eligibility and selection, job selection within the Inventory and Stores department, or in the event of lay-off.

Bargaining unit employees who have a minimum of one (1) year experience within the Inventory and Stores department prior to their appointment shall be paid as a B rate.

Employees without experience in the Inventory and Stores department will go through a D-C-B progression of six (6) months at D rate, six (6) months at C rate, and B rate thereafter. A qualified employee may move from one rate to another earlier than the maximum time at the discretion of the supervisor."

h. Uniform allowance

The union requests the uniform replacement allowance be increased from 60% (current) to 80%. SORTA offers to increase the allowance to 61% in 1997 (date of execution*), 62% in 1998 (February 1), and 63% in 1999 (February 1).

Fact-finder recommendation: Section 23(a), Uniforms, p. 51, delete the fourth sentence of paragraph (a) and replace it with the following:

"Effective [date of execution*] the Authority will pay sixty-one (61%), February 1,

1998 sixty-two (62%) percent, and February 1, 1999 sixty-three (63%) of the cost of replacing uniform elements to maintain a neat and well groomed appearance."

i. Tool allowance

The union requests that mechanics receive a tool allowance increase from \$250 in 1996 (current) to \$300 for 1997, \$400 for 1998, and \$500 for 1999. SORTA proposes \$260 for 1997, \$270 for 1998, \$280 for 1999 (all effective on August 1). Clearly, an increase is needed.

Fact-finder recommendation: Section 23(c), Tool Allowance, p. 51, delete the payment schedule for tool allowance only and replace with the following:

August 1, 1997:	\$260.00
August 1, 1998:	\$270.00
August 1, 1999:	\$280.00

j. Part-time operators

ATU requests that part-time operators be removed from the contract. SORTA proposed that part-time operators be permitted to run street reliefs and that they be permitted to work up to 28 hours per week, up from the current 25 hour limit. The fact-finder finds that part-time operators must be used more extensively; however, the SORTA 28-hour/street relief proposal is rejected in lieu of SORTA's alternatively proposed options for part-time operator utilization.

Fact-finder recommendation: Section 24(g), Part-Time Operators, p. 54, add the following as item number (5) under Section 24(g):

"Part-time operators shall be used to replace operators who have laid off with permission or are exercising a vacation day at a time. In addition, part-time operators may be used prior to any full-time operator being forced to work any open assignment, consistent with the Board rules. Any such assignment(s) as contained within Section 24(g)(5) shall not count towards their twenty-five hour weekly maximum."

k. Term of agreement

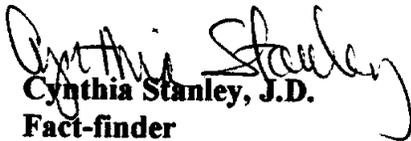
ATU proposed a three year term. SORTA is also looking for a three year, but with a January 31, 2000 expiration to relieve the pressure of trying to agree and ratify so soon after the holidays to meet the current January 7 expiration language.

Fact-finder recommendation: Section 32(a), Terms of Agreement, p. 58, change the paragraph to read:

"(a) This Agreement and the provisions thereof shall take the place of all prior contracts and continue in force and bind the respective parties hereunto from 12:01 A.M., [date of execution*], to midnight, January 31, 2000, and from year-to-year thereafter, unless changed by the parties."

***Upon acceptance or non-rejection by both parties of the fact-finder's award, the contract shall be executed within five (5) days of such acceptance or non-rejection.**

Recommended this 2nd day of May, 1997.


Cynthia Stanley, J.D.
Fact-finder

Certificate of Service

The undersigned hereby certifies that a true copy of the "Fact-Finder's Report and Recommendations" was served on:

Ed Fischer
President ATU Local 627
505 Kenton Avenue
Melbourne, KY 41059

Paul Jablonski
SORTA General Manager
1014 Vine Street, Suite 2000
Cincinnati, OH 45202-1122

by Federal Express for delivery this 2nd day of May, 1997.

Cynthia Stanley
Fact-finder