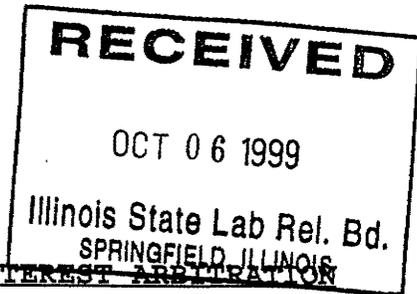


**ILRB
#196**

S-MA-94-86

BEFORE
JAMES R. COX
ARBITRATOR



PACE SOUTHWEST DIVISION

AND

AMALGAMATED TRANSIT UNION
LOCAL 1561

JANUARY 1, 1994-DECEMBER 31, 1996
COLLECTIVE BARGAINING AGREEMENT

DECISION AND AWARD

Following an impasse in Negotiations for their 1994-1997 Contract, the Parties invoked Interest Arbitration to resolve their differences. Attorney Richard M. Stanton acted as Union Arbitrator, Attorney Joseph J. Stevens as Pace Southwest Arbitrator and Impartial Arbitrator, James R. Cox, completed the panel as Chairman. The Arbitration Panel met in several Executive Sessions. They also conducted an Interest Arbitration Hearing in order that the Bargaining Unit would have an opportunity to clarify certain demands. Each Party submitted extensive factual evidence in support of their respective positions which has been carefully considered by the Impartial Arbitrator.

The Impartial Arbitrator's Award as amended is set forth hereinafter. The Parties will revise their Collective Bargaining Agreement accordingly.

A W A R D

1. ARTICLE 2 - SECTION A - EMPLOYEES BARGAINED FOR

Amend to change "90 working day" to "5 months". It is intended that the probationary period end on the calendar day that employment began 5 months earlier.

2. ARTICLE 5 - SECTION A - GRIEVANCE PROCEDURE

Amend as follows:

Step 1 - Change "15" to "10" in second paragraph.

Step 2 - Change "15" to "10" in the second paragraph.

Step 3 - Change "Department Manager" to "Deputy Executive Director, Operations".

3. ARTICLE 7 - INSURANCE

Amend as follows:

Delete the first paragraph of Article 7 and substitute the following:

"Pace agrees to provide and maintain for full-time employees and their dependents, a group insurance plan with benefits which are currently in effect at no cost to the employee unless otherwise stated in this Agreement, commencing the first day of the calendar month following the completion of the third calendar month in which the employee performs actual work, and the first day of the calendar month following the date part-time mainline operators complete twelve (12) consecutive months of service."

Effective the first full pay period on or after October 1, 1994, each employee eligible for single coverage shall have deducted in each payroll period \$7.50 from his/her payroll check; for an employee eligible for dependent (family) coverage, the amount deducted shall be \$15.00.

Pre-Tax Employee Contribution. Pace will establish a "premium conversion only" plan for employee contribution for the group Insurance Plan or any other health program contribution. Each employee eligible for coverage will elect annually to have his or her

contribution paid on a pre-tax basis, thereby reducing his or her federal and state taxes to the extent provided by the Internal Revenue Code.

Effective January 1, 1995, the Insurance Plan will have a \$200.00 individual deductible and a \$300.00 family deductible.

The language on Felonious Assault will be modified to provide that, effective January 1, 1995, Felonious Assault coverage will be increased to \$150,000.00 to be paid by Pace.

Life Insurance.

Effective January 1, 1995, increase the benefit from \$18,000 to \$20,000.

Effective January 1, 1996, increase the benefit from \$20,000 to \$22,000.

Weekly Indemnity.

Effective January 1, 1995, the weekly indemnity benefit shall be increased to \$210.00.

Effective January 1, 1996, the weekly indemnity benefit shall be increased to \$220.00.

4. ARTICLE 8 - PENSIONS

Amend the limits on maximum gross earnings to provide:

\$26,750.00 effective the first full pay period after January 1, 1995. Effective first full pay period after January 1, 1996, all limits on the maximum gross earnings will be removed.

The Fund has always paid the Bank Trustee's record keeping charges and, effective June 1, 1996, the Fund will be responsible for paying all Administrative costs, including legal and audit fees.

5. ARTICLE 10 - VACATIONS

Paragraph 1 and 2 remain without change.

Delete paragraph 3 and substitute: "Vacation year will be June 1 through May 31 of the following year. Each full-time employee in the service of Pace as of June 1 of any Vacation year (the period of June 1 of one year through May 31 of the following year) will be granted a "paid vacation" to be taken during said vacation year and completed prior to the first Sunday in June of the next vacation year. Vacations will be pro-rated for those employees who did not work all scheduled work days during the previous Vacation year. Vacation pay will be paid on the regular bi-weekly payday."

Last sentence, delete "or discharge" and insert "except that employees discharged for theft shall be ineligible to receive any accrued but unpaid vacation benefits".

Amend to add:

Effective with the vacation year of June 1, 1995 through May 31, 1996 and each vacation year thereafter, employees who are eligible to pick five (5) or more complete weeks of vacation, will be allowed to select one (1) week (five (5) days) of non-consecutive vacation days (vacation random days). Employees who are eligible for such days shall notify their superintendent in writing by the March 1 preceding the vacation year of their desire to participate in the Vacation Random Days (VRD's) Program. Such days will not be cumulative from year to year.

A) Pace will allow one (1) employee from the Transportation Section and one (1) employee from the Maintenance Section off on any given day for a VRD. Should there be no other employees off on birthday, anniversary or floating holiday on a given day, and providing manpower needs allow, one (1) additional Transportation Section employee may be off on a VRD. If there are no other Maintenance Section employees off on

birthday, anniversary or floating holiday, one (1) additional Maintenance Section employee from another shift may be off on a VRD.

- B) Available VRD's will be granted on a first come, first serve basis.
- C) Permission for other employees to be off on VRD's in addition to those set forth in (a) of this Section, may be granted by a Superintendent within the employee's specific work section dependent on manpower constraints and controls.
- D) VRD's must be requested no less than five (5) calendar days prior to the day selected.
- E) After an employee opts to participate in the VRD program, that employee is not allowed to withdraw from the program for that vacation plan year.
- F) Under no circumstances will the employee have a right to demand a VRD.
- G) Employees with remaining VRD(s) as of February 1, 1996, must select, in accordance with (B) above, by February 8, 1996 unless otherwise excused by Pace, day(s) to take said VRD(s) prior to the end of the vacation plan year. An employee who fails to select paid VRD(s) shall forfeit pay for any remaining VRD(s).

6. ARTICLE 11 - HOLIDAYS

SECTION A - HOLIDAY PAY

Amend Section A by deleting existing language and substituting the following terms:

"Holiday Pay: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Birthday and Anniversary of the effective date the employee was hired full-time for Pace, or the day(s) set aside for such holidays shall be "Paid Holidays". Each full-time employee will also receive one (1) floating holiday to be taken on a date mutually agreed between the employee and Pace. Any employee who does not work or is on vacation on any said holiday will receive wages for eight (8) hours for said holiday. Those full-time employees that qualify for holiday pay who work on any said holiday shall be paid at the rate of 1 and 1/2 times the employee's straight time hourly rate for all time worked on said holiday."

Martin Luther King, Jr. holiday will be honored by one (1) floating holiday to be taken by mutual agreement between employee and Pace. If Pace determines it is appropriate, the floating holiday may be replaced by observance of the Martin Luther King, Jr. National Holiday.

In order to qualify for holiday pay for all holidays including a floating holiday, an employee must complete all assignments from scheduled starting time to finish time on the last scheduled work day preceding the holiday and the first scheduled work day following the holiday and must have completed 120 working days as a full-time employee. In order to be eligible for holiday pay on their birthday and/or anniversary of full-time employment, an employee must have at least one year of continuous full-time service prior to the occurrence of his/her birthday."

7. ARTICLE 16 - JURY DUTY

Maintain current Contract language, except add: " The employee shall deliver the jury service notice to Pace within five (5) calendar days after receipt thereof in order to qualify for reimbursement."

8. ARTICLE 17

Amend to change "12 1/2%" to "18%". All prior Agreements relating to the number of Part Time employees shall no longer have any effect.

9. ARTICLE 18 - WORK DAY AND WORK WEEK

Amend to clarify: Change second sentence from "all employees" to "all full-time employees".

10. ARTICLE 19 - SENIORITY LIST
SECTION B

Delete and substitute: "For all purposes relating to seniority, only two (2) Sections of Pace shall be recognized; the Operations Section and Maintenance Section."

11. ARTICLE 19 - SECTION D

Delete and substitute: "Seniority, employment date and vacation lists shall be posted for two (2) sections - Operations and Maintenance."

12. Article 24, SECTION D

This Section shall be revised to provide that, effective January 1, 1995, all Mechanics will be eligible for a tool allowance of \$150.00. In recognition of arguments advanced during the Hearing by Mr. Reno Cruz, a one-time tool allowance supplement of \$100.00 shall be paid January 1, 1995 in addition to the aforementioned tool allowance.

13. ARTICLE 28 - TERM OF AGREEMENT

The first paragraph of this Article shall be amended to provide: "This Agreement shall be in force and effect on January 1, 1994 and shall continue in force and effect up to and including December 31, 1996."

The date "December 31, 1993" in Section A shall be changed to "December 31, 1996".

14. APPENDIX A -Delete and substitute the following:

WAGES AND CLASSIFICATIONS

CLASSIFICATIONS:

Effective First Full Pay Period On or After

1/1/94* 10/1/94* 1/1/96

OPERATORS:

Regular Bus Drivers/Operators	\$15.20	\$15.75	\$16.25
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All other classifications shall receive the same percentage increases in the top hourly rate of their classifications as the Operators.

New Classification: Remove Purchasing Clerk and Assistant Bookkeepers from Bargaining Unit in exchange for Building Maintenance Specialist. Present incumbents may remain in bargaining unit; however, if vacancy occurs in their job(s) and Pace elects to fill the vacancy, the replacement employee will not be in the Unit.

Progression for part-time operators will be based on 173.3 hours worked for a month's credit.

Training and Re-training, 50% of top Operator's pay. Employees will be paid on a bi-weekly basis on Friday. No. 1, No. 2, and No. 3 Mechanics may not be part-time.

Progression for applicable classifications hired on or after 1/1/88 and prior to 1/1/94 will be as follows:

Classification are Exterior Cleaners/Spotters, Interior Cleaners and Bus Drivers/Operators.

- 73% - First 12 months;
- 78% - Second 12 months;
- 83% - Third 12 months;
- 88% - Next 6 months;
- 93% - Next 6 months;
- 100% - Thereafter.

Progression for applicable classification hired on or after October 1, 1994.

Classifications are Exterior Cleaners/Spotters, Interior Cleaners and Bus Drivers/Operators.

- 70% - First 12 months;
- 75% - Second 12 months;
- 80% - Third 12 months;
- 85% - Next 6 months;
- 90% - Next 6 months;
- 100% - Thereafter.

*To be eligible to receive the wage increases on these dates, an employee must be employed on date of this Arbitration Award, except in the case of retirees.

As might be expected, during the Arbitration Board's deliberations, there were disputes between Board members concerning the merits of many of the proposals and the manner in which those proposals should be resolved. The signing of this Award, accordingly, does not reflect necessarily full assent to all terms of the Award by each of the Parties' Arbitrators.

There are three issues the Panel left unresolved as of the date of this Award. The Arbitrators, after much discussion, have concluded that their differences on these three issues may be best resolved through discussion by the Parties directly. The Arbitrators, however, will retain Jurisdiction to decide these issues in the event any remain unresolved sixty (60) days after the date of this Award.

The three issues referred back the Parties are:

- A) The transition of part-time employees to full-time.
- B) The Miss-Out Policy.
- C) Procedures regarding the Equal Distribution of Overtime in the Maintenance Section.

The Terms of this Award as amended shall be incorporated into the new Collective Bargaining Agreement.

Dated this 22nd day of September 1994.

James R. Cox, Arbitrator
Impartial Chairman

Richard M. Stanton, Esq.
Union Arbitrator

Joseph J. Stevens, Esq.
Employer Arbitrator