

THE MATTER OF THE INTEREST)	ARBITRATOR'S
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ARBITRATION BETWEEN)	INTEREST ARBITRATION
)	
CLARK COUNTY PUBLIC TRANSPORTATION)	AWARD
)	
BENEFIT AREA)	
)	
"C-TRAN" or "THE EMPLOYER")	
)	
AND)	
)	
AMALGAMATED TRANSIT UNION LOCAL 757))	
)	PERC Case No.
"LOCAL 757" OR "THE UNION")	24063-I-11-0570

HEARING: January 16 and 17, 2012
Vancouver, Washington

HEARING CLOSED: March 21, 2012

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Richard Hofland, Financial Consultant

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BACKGROUND

The Amalgamated Transit Union, Local 757 represent a bargaining unit composed of employees of a public passenger transportation system, subject to the provisions of RCW 41.56.492. The Clark County Public Transportation Benefit Area (hereafter "C-Tran" or "the Employer") and the Amalgamated Transit Union, Local 757 (hereafter "the Union") are in the process of negotiating a successor collective bargaining agreement. Unable to reach agreement on a number of issues and based on the mediator's recommendation, the parties submitted the unresolved issues to interest arbitration.

This interest arbitration case was conducted under the authority of RCW 41.56.030 and the other pertinent Washington State Statutes including RCW 41.56.492.

A copy of a letter dated June 24, 2011 was provided the Neutral Chairperson. It contained a list of issues certified for interest arbitration by State Mediator Karyl Elinski, in accordance with WAC 391-55-200(3)(b). Those issues, as certified, are:

- Article 15, Sections 1 and 5 - Rates of Pay Hourly Rates, Longevity Pay
- Article 16, Section 2 - Uniforms
- Article 17, Section 1, 2f and 2g - Posting of Fixed Route work
- Article 21, Section 2A, 2B, 3, 5, and 7 - Operations of Extra Board
- Article 22, paragraphs a, c, and h - Operation of Connector

- Article 41, paragraph c - Para Transit, part-time work assignments
- Article 45 (and Cover sheet) - Wages, retroactivity, step increases
- C-Van Schedule A and B - Wages, Vacation Accrual

WAC 391-55-220 provides that at "least fourteen days before the date of the hearing, each party shall submit to the members of the panel and to the other party written proposals on all of the issues it intends to submit to arbitration." The Panel timely received the written proposals from both Parties. The Union's proposals include:

1. Term of Agreement: Article 45
Beginning date: 9/1/2010
Ending date: 6/30/2012
2. Wages - Schedule A
Across the Board raises
2% increase 9/1/2010
2% increase 9/1/2011
3. Longevity Pay, Article 15.5
\$0.45/hr after reaching 20 years of providing service to C-TRAN customers while working for C-TRAN, Vancouver Transit, Laidlaw or Dave's Transportation.
4. Full-Time Fixed Route Extra Board Operators (Guarantee Hours, overtime, penalty) Article 21.2A
 1. Position established on a five day basis
 2. Guarantee of 8 hours work per day.
 3. Overtime after 8 hours worked in one day.
 4. Operators unavailable for service will penalized eight hours or run time, whichever is less.
5. Paratransit Extra Board Operators (Guarantee Hours, overtime, penalty) Article 21.2B
 - 1) Operators must be available five days per week.
 - 2) Minimum of 40 hours pay per week guaranteed.
 - 3) Operators available less than 40 hours will have guarantee pro-rated.
 - 4) Operators unavailable for service will be penalized eight hours or run time, whichever is less.

6. Paratransit & Part-time Operators Schedule A (Rate of Step Increases)
Make the Paratransit and Part-time operators' rate of step increase the same as the fixed route.
7. Full-time Paratransit Operators Schedule B (Vacation Accrual)
Make the Paratransit and Part-time operators' rate of vacation accrual the same as the fixed route.
8. Part Time Operators
Schedule BN (Vacation Accrual)
 1. Word change, no impact. For 1-3 years of service allow 6 days per year.
 2. Word change no impact. For 3+ years of service allow 12 days per year
 3. Remove minimum bid hour requirements.

The Employer's list of issues submitted to the Panel is reproduced as follows:

Issue 1 - Article 15, Sections 1 and 5: rate of Pay, Hourly Rates, Longevity Pay. There are actually two separate issues within this heading. The first is C-TRAN's proposal to change the mechanism used to round wage rates. C-TRAN withdraws its proposal on this issue. The second issue involves the Union's proposal to add longevity pay. C-TRAN opposes that proposal and asks the panel to maintain the status quo.

Issue 2 - Article 16, Section 2: Uniforms. C-TRAN withdraws its proposal on this issue.

Issue 3 -Article 17, Sections 1, 2f, and 2g: Posting of fixed Route Work. C-TRAN withdraws its proposal on this issue.

Issue 4 -Article 21, Sections 2A, 2B, 3, 5 and 7: Operations of Extra Board. C-TRAN proposes no change to this article and opposes the Union's proposal to implement overtime over eight hours and an eight-hour daily guarantee for Extra Board Operators.

Issue 5 - Article 22, paragraphs a, c and h: Operation of Connector. C-TRAN withdraws its proposal on this issue.

Issue 6 - Article 41, paragraph c" Paratransit part-time work assignments. C-TRAN withdraws its proposal on this issue.

Issue 7 - Article 45 and Cover Sheet: Term of Agreement. C-TRAN proposes a three year term, running from September 1, 2010 through August 31, 2013.

Issue 8 - Wage Schedule A: Wages, retroactivity, step progression. C-TRAN proposes no general wage increase for the first two years of the contract and a 0.5% increase, effective September 1, 2012. C-TRAN opposes the Union's proposal to increase wages retroactively in 2010 and 2011 (this applies to issue 9 as well).

Issue 9 - C-VAN Schedule A and B: Wages and Vacation Accrual. C-TRAN proposes the same adjustment to C-VAN wage table as set for under Issue 8 for Fixed Route Operators. C-TRAN opposes the Unions proposal to have Full-time Paratransit Operators accrue vacation the same as Full-time Coach Operators.

By letter dated January 13, 2012 the Employer notified the Panel that discussions between the Union and the Employer had led to some modifications with regard to the issues to be resolved in interest arbitration. The pertinent part of that letter reads as follows:

Based on discussions with Counsel for the Union, the parties have agreed on Issue 7, the term of the agreement. The Parties agree on a two-year term, running from September 1, 2010 through August 31, 2012 Accordingly, C-TRAN's proposal on Issue 8, the General Wage Adjustment, is also modified. C-TRAN proposes no general wage increase for the two years of the contract. All other C-TRAN proposals remain the same as contained in our January 2, 2012 letter.

As a result of these modifications, the Parties ultimately submitted six issues to the Panel. The Union requested a small

retroactive wage increase for each of the last two years (September 1, 2010 and September 1, 2011) and to make changes to five provisions in the existing collective bargaining agreement (CBA). The Employer argued to maintain the existing wage structure with no increase and to maintain existing language as per the five Union language change proposals.

A hearing was held before Neutral Chairperson Timothy D.W. Williams and the two Partisan Arbitrators over a period of two days in Vancouver Washington. RCW 41.56.450 provides that "a recording of the proceedings shall be taken." In compliance with the statute, an official transcript of the proceedings was taken, and a copy was provided to the Panel. At the close of the evidentiary hearing, the Parties were given the opportunity to do closing written arguments in the form of briefs. Both Parties chose to do so and the final posted copy was received by the Neutral Chairperson on the afternoon of March 21, 2012.

Prior to receiving the briefs, the Union Partisan Arbitrator notified the panel that the Union wished to submit an additional piece of evidence which was not available until after close of hearing. The Employer indicated that it had no objection to the admission of this document and it was accepted into evidence as Union Exhibit 3K.

In accordance with WAC 391-55-240, the Arbitrator declared the hearing closed on March 21, 2012.

PANEL'S AUTHORITY

The interest arbitration panel's authority to issue an award is generally derived from statute. RCW 41.56.492 provides in pertinent part:

(2) If an agreement has not been reached following a reasonable period of negotiations and mediation, and the mediator finds that the parties remain at impasse, either party may demand that the issues in disagreement be submitted to an arbitration panel for a binding and final determination. In making its determination, the arbitration panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430 and as additional standards or guidelines to aid it in reaching a decisions [decision], shall take into consideration the following factors:

- (a) The constitutional and statutory authority of the employer;
- (b) Stipulations of the parties;
- (c) Compensation package comparisons, economic indices, fiscal constraints, and similar factors determined by the arbitration panel to be pertinent to the case; and
- (d) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment.

The Panel is charged with the responsibility of carefully weighing the above factors when rendering its decision. The award is primarily the work of the Neutral Chairperson with input and comment by the Partisan Arbitrators. As he considered each issue in dispute, the Neutral Chairperson has faithfully applied the above criteria. Additionally, he has been careful to give special consideration to those criteria that were the focal points of the discussion between the two parties. Both Parties submitted extensive briefs which contain thorough and

thoughtful arguments. All of the material presented has been given appropriate consideration. The analysis does not respond to each of the points raised by the Parties. Rather, the Neutral Chairperson has chosen to focus the discussion on those factors that were paramount in reaching the final decision.

RCW 41.56.450 grants the Arbitrator 30 days from the conclusion of the hearing to make "written findings of fact and a written determination of the issues in dispute." The Neutral Chairperson requested and was granted an extension of time until May 7, 2012 to complete the award.

In summary, the final decision is provided issue by issue and is based on a thorough review of the documentary and testimonial evidence, a careful study of the closing arguments and the faithful application of the statutory criteria. The final award was discussed by the panel prior to the Neutral Chairperson drafting the analysis and specific terms of the award. Panel members agreed that the decision would be issued under the signature of the Neutral Chairperson.

The decision continues with an overview of the Parties positions followed by the award, issue by issue.

ANALYSIS and AWARD

Issue 1: Wages - Schedule A

Proposals:

This is the Union's only retroactive proposal and it is asking that the Panel award a 2% raise effective September 1, 2010 and an additional 2% September 1, 2011. The Employer argues against granting any across the board raise for the two year term of the CBA.

Discussion:

Following mediation and prior to the arbitration hearing, the Parties agreed on the term of the collective bargaining agreement (CBA) - a two year agreement ending August 31, 2012. Additionally, C-Tran informed the Panel that it was withdrawing its active proposals. As a result, six Union issues were presented to the Panel, all of which if adopted require increased expenditures by the Employer. Of the six, the most significant new expenditure is the proposal to retroactively increase wages 2% effective September 1, 2010 and an additional 2% September 1, 2011.

Not surprising, since all of the issues presented by the Union involve increased expenditures, a significant majority of the evidence and argument provided by the Parties focused on the ability or inability of the Employer to pay the increases. The Union's basic position is that C-Tran has more than enough ability to pay for what it considers very modest and well

justified proposals. The Employer's basic position is that in a time of great economic distress no increases are justified.

Ultimately the Panel is awarding a 2% pay increase effective July 1, 2012. Additionally, the overall award will provide some small gains for the operators as is set forth in the remainder of this document. The following summarizes the Panel's conclusions with regard to the critical factors that led to the terms of the award.

First, the Panel is mindful that the basic function of interest arbitration is to provide what should have been achieved at the bargaining table. It is by its nature a conservative process that only reluctantly expands on existing benefits and provisions. The Employer's bargaining position is that it is willing to maintain all existing benefits, contract provisions and wages at existing levels but that economic conditions do not warrant any gains for members of the bargaining unit. The question, therefore, for the Panel is whether conditions were such that the Union should have been able to negotiate some improvements in the status quo for the period of time from September 1, 2010 through August 31, 2012. That is the question that the Panel considered as it reviewed the Parties' evidence and arguments.

Second, there are a number of factors that the interest arbitration process looks at to determine whether a wage

increase is justified. One significant factor is any increase in cost of living data (CPI). The Employer sets forth at page 26 and 27 of its brief that wages for members of this bargaining unit over the last 10 years have more than kept up with increases in the CPI; both Fixed Route and Paratransit operators are on the plus side of increases in the cost of living. The Union does not dispute this basic fact. Obviously, therefore, any effort to negotiate a wage increase cannot be fueled by the CPI.

Third, both Parties present comparability data. The Panel carefully studied the arguments with regard to those jurisdictions that were considered similar. Ultimately the Panel found five comparables: Whatcom, Kitsap, Community Transit, Intercity and Ben-Franklin. There is substantial difficulty in pinpointing an actual position with regard to a list of comparables. There are always unanswered questions such as, is there an interest arbitration award pending, when did this comparable receive its last wage increase and is there a wage increase scheduled for the near future? The Panel's best assessment of the data indicates that the operators at C-Tran compare well with the above list and that the 2% increase effective July 1, 2012 maintains the positive relationship to the list of comparables.

Fourth, ability to pay is another key factor considered in the interest arbitration process. The primary discussion in the instant case focused on C-Tran's operating reserve. The Panel carefully considered all of the evidence related to the reserve and the Parties arguments regarding the use of the reserve to fund a wage increase both for 2010 and 2011. The Panel is also aware of the facts related to slashing the budget and cost reductions (U Br 43, E Br 16).

The Panel draws two conclusions from this data. One conclusion is that operating reserves created by cutting program, personnel and other important budget items should only be used to fund wage increases if there is clear evidence that the wages are deficient (wages not comparable, high employee turnover, etc.). The second conclusion is that the evidence clearly establishes that C-Tran's prudent handling of its finances and the sales tax increase that took effect April 1, 2012 ensures sufficient funds for the increases provided in this award.

In its brief the Union accuses C-Tran of "maintaining excess reserves at the expense of the workers" (U Br 32). The Panel does not find evidence in support of this charge. For one thing, the evidence as discussed above indicates that wages have more than kept up with cost of living increases and compare favorably with comparable jurisdictions. The Panel is also

convinced that maintaining higher than normal reserves during lean financial times is a virtue not a fault.

Fifth, the Parties are just beginning the process of negotiating a successor agreement to that created by this arbitration decision. Part of the panels reasoning with regard to the wage increase is that this award should properly position the Parties for their new negotiations. In other words, this award should not put members of the bargaining unit into a deficit relationship with regard to cost of living, comparability and other wage related factors. Were we to do so it would make the new negotiations that much more difficult. Having considered all of the statutory criteria and the evidence provided by the Parties, the Panel concludes that this award does not create a burdensome deficit wage or benefit position but rather properly positions the parties for their new round of negotiations.

Finally, the Panel is specifically aware of the Parties reliance in their arguments on other interest arbitration decisions (example: U Br 74, 75). Clearly, some of those awards have given wage increases significantly greater than the one provided in this award. The facts related to those increases, however, are not known to this Panel. Were there wage deficits that needed to be made up? Were there problems with turnover or other similar issues that justified a more aggressive posture

towards increases? The answers to these and other similar questions are not known to the Panel in the instant dispute. This decision, the Panel believes, reasonably reflects all of the factors and evidence presented in this proceeding. C-Tran has clearly weathered some difficult economic problems and the budget constraints reflective of those problems were sufficient to warrant a very conservative approach to wage and other financial increases.

Award:

The Panel awards an across the board wage increase of 2% effective July 1, 2012

Issue 2: Longevity Pay, Article 15.5

Proposals:

The Union asks the Panel to provide a new benefit in the form of longevity pay: "\$0.45/hour after reaching 20 years of providing service to C-TRAN customers while working for C-TRAN, Vancouver Transit, Laidlaw or Dave's Transportation." The Employer contends that budget constraints do not support a new financial benefit.

Discussion:

The Union points out that there are 36 drivers with 19 or more years of experience at C-Tran (U Br 76). Thus, all of these drivers would qualify within a one year period of time for the proposed longevity pay of \$0.45 per hour. While the panel

certainly lauds these drivers for their lengthy service, for two reasons it will not grant the Union's request.

First, the Panel notes that the Union supports its proposal by referencing "six other transit districts in Oregon and Washington" (U Br 77). The problem for the panel is that none of these districts are included in the list of accepted comparables (Intercity, Whatcom, Kitsap, Ben Franklin) as set forth in the discussion section of the issue on wages.

Second, as noted above, C-Tran's financial condition does not warrant taking on significant new expenditures. The panel is also mindful of the fact that the evidence with regard to bargaining history indicates that this proposal has not been thoroughly discussed. New proposals find acceptance often as a result of tradeoffs and tradeoffs can only occur at the bargaining table.

A new proposal, significant financial issues for the Employer, little at the table discussion of the matter, no similar benefit provided by comparable jurisdictions: all factors which lead the panel to deny the Union's request.

Award:

The Panel does not grant the Union's request for a new provision providing longevity pay.

Issue 3: Full-Time Fixed Route Extra Board Operators (Guarantee Hours, Overtime, Penalty) Article 21.2A

Proposals:

The Union proposes changing the work week for full-time fixed route Extra Board Operators from a guarantee of 40 hours to a guarantee of 5 days of 8 hours of work. This proposal would include the following:

1. Position established on a five day basis
2. Guarantee of 8 hours work per day.
3. Overtime after 8 hours worked in one day.
4. Operators unavailable for service will be penalized eight hours or run time, whichever is less.

Discussion:

Currently full-time fixed route Extra Board Operators are guaranteed a forty hour work week and are paid overtime for any hours worked beyond the forty. Under the Union's proposal, full-time fixed route Extra Board Operators would still be assured of at least 40 hours of work but on the basis of five days of work at 8 hours per day.

The Panel realizes, at the outset, that the only real change created by the Union's proposal is that while the work performed by the Extra Board Operators will not change, more of it will be paid at the overtime rate. Full-time fixed route Extra Board Operators fill in for the unexpected; they ensure that there is no disruption in service. As such, how they are used depends on the events of the day and the Employer has very little control over those events. Under the existing provision the Employer can work to address scheduling needs without paying the overtime premium until the employee reaches 40 hours within

the work week. Under the Union's proposal, there is no restriction on the Employer's ability to use full-time fixed route Extra Board Operators but the overtime premium will be paid on a daily basis. The parties do not dispute that, of necessity, this change will raise the cost of using full-time fixed route Extra Board Operators.

The Panel notes that provisions in a collective bargaining agreement often strike a balance between the interests of the employees and the needs of the employer. The current language guarantees full-time fixed route Extra Board Operators 40 hours of work in a week but grants the Employer maximum flexibility in using those hours; flexibility which is very much needed in addressing operational realities.

The Panel finds nothing in Union arguments sufficient to justify the increased costs generated by the proposed change and further concludes that the existing language strikes a much better balance between the interests of the two parties than does the proposed language. As such, the Panel will not grant the Union its requested change.

Award:

The award of the Panel is to maintain the existing provision regarding full-time fixed route Extra Board Operators.

Issue 4: Paratransit & Part-time Operators Schedule A (Rate of Step Increases)

Proposals:

Currently the Fixed Route Operators advance twice as fast on the salary schedule as the Paratransit Operators and the part-time Operators. The Union proposes to modify this provision so that the Paratransit and part-time Operators' rate of step increases is the same as the Fixed Route Operators'.

Discussion:

Under the terms of the existing CBA, a full-time fixed route operator reaches the top step of the salary schedule in 36 months; a full-time paratransit operator reaches it in 60 months. The only explanation for this discrepancy is that it is a vestigial remnant of a time when paratransit services were otherwise provided. C-Tran acknowledges this (E Br 41) and indicates that it has been working on achieving "better balance by negotiating higher wage increases for paratransit operators" (E Br 41).

From the Panel's perspective, working to create a shared wage rate is one important factor but parity will only occur when progression on the step is also achieved. The Panel's position has been that the overall interest award should not put a heavy financial burden on the Employer. This is an area that, in the Panel's view, justifies an increase in expenditures and the financial impact is minimized by implementing it effective July 1, 2012.

The Panel's award does not include any changes on step progression for part-time operators. The current system of using hours instead of months for part time coach operators makes good sense to the Panel as wage advancement is linked to actual driving experience. Those drivers that put in more hours advance faster, yet every driver advances equally as experience milestones are reached.

As to the part-time Paratransit operators, long-term the Parties should probably be considering making the change so that step progression is also a factor of hours of experience. This is a change, however, which should occur through negotiating as the phase-in needs discussion and acceptance.

Award:

The Panel grants the Union's proposal regarding Paratransit Operators but does not grant any change to the existing provision covering part time Operators. Specifically the Panel directs the Parties to insert the following language into the CBA at the appropriate place:

Effective July 1, 2012, a six month progression between step increases will apply to all full-time Paratransit Operators. Part-time Paratransit Operators moving to full-time status will receive their next step increase six (6) months from the effective date of their last step increase or date of promotion to full-time status, whichever comes sooner.

Issue 5: Full-time Paratransit Operators - Schedule B (Vacation Accrual)

Proposals:

Currently members of this bargaining unit accrue vacation time by the hour on a monthly basis. Full-time fixed route Operators accrue at a faster rate than the Paratransit Operators. The Union proposes to remove this discrepancy and make the Paratransit Operators' rate of vacation accrual the same as the fixed route. The Employer opposes this action primarily on a cost basis.

Discussion:

At page 41 of its brief, the Employer states that:

C-Tran acknowledges that paratransit wages and benefits have lagged somewhat behind those of fixed route operators,... The parties may make incremental steps to achieve greater parity between paratransit and fixed route operators in the future, now is certainly not the time to close the vacation gap.

The Panel carefully reviewed the Employer's arguments against the Union's proposed change. As noted above, the Employer recognizes a need to move towards parity but contends that the cost of the change places a barrier against any immediate effort to correct the inequity. The Panel will grant the Union's request on this proposal as there appears to be no operational reason why one group of full-time operators should receive less of a vacation benefit than the other group. Moreover, by making the change of the accrual rate July 1, 2012, the financial impact of the award will be gradually phased in over several years thus diminishing the short term financial impact of the change.

Award:

The Panel grants the Union its requested change and, effective July 1, 2012, full time Paratransit Operators will accrue vacation at the same rate as full time Coach Operators. The Parties should make the necessary changes to Schedule B in order to fully implement this change.

Issue 6: Part Time Operators' Vacation Use

Proposals:

The Union proposes two changes to the existing vacation provision for part-time Operators: increase the accrual rate and remove the minimum bid hour requirements. The specifics of the Union's proposal are as follows:

Part Time Operators

Schedule B (Vacation Accrual)

1. *Word change, no impact. For 1-3 years of service allow 6 days per year.*
2. *Word change no impact. For 3+ years of service allow 12 days per year*
3. *Remove minimum bid hour requirements.*

The Employer opposes these changes for both cost and operational reasons.

Discussion:

The Panel does not grant the Union's requested change for the part time operators vacation benefit. What primarily distinguishes the Union's two vacation proposals is that with full-time operators there was an inequity between paratransit and fixed route operators; while the part-time operator's vacation benefit is exactly the same for both fixed route and paratransit.

Ultimately the Panel did not find the Union's arguments for change persuasive. For one thing, it seems to the Panel that part-time operators do not need as much accumulated vacation time in order to take an extended vacation as they need only cover their part-time hours in a week to have a full week off with the same pay as if they were working. Also, the Panel found persuasive the Employer's arguments as to the importance of maintaining existing language requiring part-time operators with 3 years seniority to bid a minimum of 30 hours vacation each year (E Br 42).

Award:

The award of the Panel is to maintain the existing provision regarding vacation accrual and minimum bid hour requirements for part time Operators.

AWARD SUMMARY

Issue 1: Wages - Schedule A

The Panel awards an across the board wage increase of 2% effective July 1, 2012

Issue 2: Longevity Pay, Article 15.5

The Panel does not grant the Union's request for a new provision providing longevity pay.

Issue 3: Full-Time Fixed Route Extra Board Operators (Guarantee Hours, Overtime, Penalty) Article 21.2A

The award of the Panel is to maintain the existing provision on full-time fixed route Extra Board Operators.

Issue 4: Paratransit & Part-time Operators Schedule A (Rate of Step Increases)

The Panel grants the Union's proposal regarding Paratransit Operators but does not grant any change to the existing provision covering part time Operators. Specifically the Panel directs the Parties to insert the following language into the CBA at the appropriate place:

Effective July 1, 2012, a six month progression between step increases will apply to all full-time Paratransit Operators. Part-time Paratransit Operators moving to full-time status will receive their next step increase six (6) months from the effective date of their last step increase or date of promotion to full-time status, whichever comes sooner.

Issue 5: Full-time Paratransit Operators - Schedule B (Vacation Accrual)

The Panel grants the Union its requested change and, effective July 1, 2012, full time Paratransit Operators will accrue vacation at the same rate as full time Coach Operators. The Parties should make the necessary changes to Schedule B in order to fully implement this change.

Issue 6: Part Time Operators' Vacation Use

The award of the Panel is to maintain the existing provision regarding vacation accrual and minimum bid hour requirements for part time Operators.

This interest arbitration award is respectfully submitted on this the 7th day of May, 2012 by,



Timothy D. W. Williams
Neutral Chairperson