

CIP SUB-COMMITTEE (RE: MTA)

February 22, 1999

7:00 PM

Chairman Pariseau called the meeting to order.

The Clerk called the roll.

Present: Aldermen Pariseau, Clancy, Girard, H. Tawney (for M. Hobson)

Absent: M. Hobson

Messrs: J. Mahoney, C. Sartell, R. Trisciani, D. Clay, J. Webster,
B. Cantwell, M. McCarthy, R. Wiczorek

Deputy Clerk Kang stated this Committee is a sub-Committee of the Community Improvement Program. The Chairman of the Committee is Alderman Robert Pariseau to my left. He is the Alderman from Ward 9. To his right is Alderman Clancy who represents Ward 5 and to his right you have Alderman Richard Girard, Alderman At-Large. To Mr. Girard's right is Howard Tawney, the Deputy Human Resources Director who is here on behalf of Mark Hobson who was unable to attend the meeting this evening. To Mr. Tawney's right is Maureen McCarthy, a consultant with the Human Resources Department. This Committee meeting this evening is a public meeting. It is not to be considered a public hearing. If there are questions that occur or that any of you should have during the course of the meeting this evening, all questions are to be directed to the Chair, Alderman Pariseau. We would like to keep this in an orderly fashion and I believe that it shall proceed as such. The majority of you, I believe, were given a handout prepared by Alderman Pariseau which is an outline as to how he intends to proceed with this meeting. I believe he will read this statement into the record and he shall take it from here.

Chairman Pariseau read the following into the record:

The Aldermanic members of this committee established and convene this committee as a result of overwhelming labor/management discord evident at the Manchester Transit Authority (MTA). While the committee will attempt to objectively and impartially discover and facilitate a resolution to the cause(s) of the difficulties, the committee's limitations must be noted and observed.

This document seeks not only to define those limitations, but also to define the process by which its proceedings will take place.

This special committee was formed by the Aldermanic committee on Community Improvement following a referral by the Board of Mayor and Aldermen. Appointed by Chairman Reiniger, it consists of Ward 9 alderman Robert Pariseau (chairman), at-large alderman Richard Girard, and Ward 5 alderman James Clancy. It is to report its findings and recommendations to the committee on Community Improvement.

Neither the special committee nor the Board of Mayor and Aldermen (BMA) have any binding jurisdiction in this matter. The MTA is its own corporate entity, separate from the city of Manchester and, therefore, not subject to the governing authority of the BMA. Neither the committee nor the BMA may compel the MTA, its employees, or unions to participate in these hearings, take any corrective action, or enforce any agreement developed through this process.

It should be noted that any city officials or personnel subject to the governing authority of the BMA shall cooperate with the requests and directives of the special committee as it investigates this matter.

Given the legal restrictions, the committee may request all parties to participate in the process. It may request information from all parties. It may issue findings regarding the situation. And, it may develop, adopt, and forward for approval to the BMA recommendations which it believes will resolve the various issues which are the cause of discontent.

Given the evident distress and intense feelings held by both sides in this matter, the committee wishes to conduct an orderly and fair process. We do not believe that the general, random, and disorderly airing of grievances by either management or labor will serve the investigative process constructively. While we also wish to conduct these hearings expeditiously, we want to insure that each grievance is properly heard.

Members of the committee, and the BMA generally, are awash in written materials provided over time by both sides. Because the volume of materials is so great, and because so much of it is personal in nature, the committee will begin the hearings with presentations by both ATU Local 717 and MTA management.

Beginning with representatives of ATU Local 717, the committee will entertain twenty to thirty minutes of testimony from both labor and management regarding the current situation. Following the conclusion of each presentation, the committee may ask questions to the presenters for whatever period of time its members may require.

Because members of the committee have received a substantial volume of written material, they may also question the material's authors regarding any material they have been forwarded. However, no individual driver or other MTA employee may present information outside of that offered by ATU Local 717 officials and MTA management.

No further business, other than making arrangements for the subsequent meetings of the committee will be entertained at this meeting.

Various members of the special committee and of the BMA have been contacted by members of the MTA Commission. Because the commission is the policy making board governing the operations of the MTA, the committee wishes to interview each commissioner regarding this matter. The committee desired to meet with each commissioner individually and privately for a period of time not to exceed twenty minutes. Because the topic of these discussions will likely involve personnel whose reputations may be put at public risk, these interviews will be conducted in non public session.

Should the committee determine that further investigation is necessary after the presentations by ATU Local 717 and MTA management and the meetings with MTA commissioners, it shall give notice to all parties and advise of its future proceedings.

However, should the committee determine that it has ample evidence, it shall produce findings which shall be distributed to all parties. The committee shall also develop and distribute to all parties corrective recommendations. It is the committee's intent to use these findings and recommendations to open a dialogue between labor and management and facilitate a mutually agreed to arrangement regarding this matter.

Once all parties are agreed to corrective actions, the committee shall forward its findings and recommendations to the Committee on Community Improvement.

Should negotiations fail to yield a mutually agreed to arrangement, the committee shall revise its findings and recommendations if it deems it necessary and forward same to the committee on Community Improvement.

The committee wishes to acknowledge that it is aware that formal grievance procedures have been initiated by ATU Local 717 against the MTA management. This process and resultant findings are in no way intended to affect or influence these proceedings in any way.

As discussed, the committee has no authority to compel compliance with the processes set forth for these proceedings. Therefore, any party to this discussion as outlined may decline to participate. However, it should be noted that the committee will proceed with any party that so wishes to participate in this process as outlined. The committee wishes to advise that its findings and recommendations will be based on whatever information is received via these proceedings and from written material provided prior to its first meeting on February 22, 1999.

The committee respectfully requests that all parties cooperate to the best possible extent with this investigation.

For the Committee,

s/Alderman Pariseau

Chairman Pariseau addressed Item 3 & 4 of the agenda:

Communication from Alderman Shea requesting the Board look at a reorganization or solution to the severe morale problems at the MTA.

Communications from MTA employees and management relative to recent incidents and poor relations between management and employees.

On motion of Alderman Clancy, duly seconded by Alderman Girard, it was voted to move these items for discussion and commence with the meeting.

Chairman Pariseau called for representatives from ATU Local 717 to make their presentation.

Mr. Mahoney stated I am John Mahoney, President of Local 717. I have a prepared statement which I will read. Gentlemen, at the December 15 meeting of

2/22/99 CIP Sub-Committee (Re: MTA)

5

the CIP Committee, then Union President, Don Gosselin, stated it is a morale

problem. A majority of employees have lost a lot of faith in the internal affairs of the MTA. That statement accurately summarized the frustrations felt by many drivers regarding the current management philosophy at the Manchester Transit Authority. The perception of that philosophy being that it is harsh and unrelenting, arrogant and unresponsive. That perception prompted the coalescence of drivers which you saw at last month's Ash Street meeting. Their concerns prompted the formulation of this sub-Committee. Since that December 15 meeting, from numerous discussions initiated by Mr. Clay and Mr. Webster, they have conveyed that they intent to make a concerted effort to address the driver's concerns. The Union would certainly welcome such an overture by management, provided that that overture is genuine and not merely an empty gesture designed to temporarily placate the drivers and thus bring about the nullification of the purpose for this sub-Committee. Thank you. That was a statement that I prepared a month ago in anticipation of this meeting being held on January 25. Since that time, Mr. Clay, Mr. Webster and myself have had numerous meetings and nothing has been addressed. For further information, I would like to turn this over to our Union Vice President, Charlotte Sartell.

Ms. Sartell stated I live at 3 Rotterdam Drive in Litchfield, NH and I am the Vice President of the Union, as well as an employee of course of the MTA. I have been with the MTA for 10+ years of which almost three have been as a transit operator. I have been a dispatcher, safety instructor. I have done school bus driving for the majority of the time that I was there. I have seen different things from different angles and management. I filled in, in the office, when needed and I have watched this place go from a high morale to a low morale. I have seen people who have enjoyed their jobs, loved to come to work and have fun and do their jobs well into now no longer having that same sparkle they used to have. We are now being...it is the beating of the employees. Nothing is correct. We can't do it right is how the drivers and the members have felt. I have gotten complaints both as an employee and as a Vice President as to what the main problem is and it is that no one seems to be listening to ideas or any of the things that they have offered to make it a better place. We are not moving forward. We are either standing still or we are going down. We want to go forward. We can't go forward with this kind of morale and intimidation. I personally, speaking from a personal stance, I have written numerous letters to the Board of Aldermen because I had gone through the chain of command and was ignored. On July 12 I wrote a letter of a sexual statement that was made to one of the Union representatives about women and men and nothing to date has been...actually no one has addressed it as far as acknowledgment or otherwise. On August 4, I showed up on your agenda because of that letter and once I showed up on August 5 I was followed. On August 6 I was brought into John Webster's office and I was told that it wasn't for discipline action. It then started to turn into it. I requested Union representation and I was

2/22/99 CIP Sub-Committee (Re: MTA)

7

refused. I know have filed an unfair labor practice against them because

I was refused my rights. They were taken out of my hand and thrown out the door. This is the type of stuff we have been dealing with. Myself, as well as others. I have watched the people go from loving their jobs and wanting to do a good job to I do what I can do to get by because that is what they want from me. Mr. Webster, when he was Secretary Treasurer, he was telling us how he was going to bring management down and the MTA would come down. Now that he is on management, he tells us that he is a Union buster and he used to tell us that he makes the rules and now he breaks them or he broke them and now he makes them. Isn't that ironic? But the one thing I have to thank Mr. Webster for is he always wanted us to be united as a Union and right now, as I sit before you, we are stronger than we have ever been and for that I thank him. Thank you.

Ms. Trisciani stated I have worked for the Transit Authority for 20 years. Seven years as a school bus operator and thirteen years as a full-time transit operator. I am now Secretary Treasurer of Local 717 which was John Webster's position before he joined the management team. I served on the negotiations committee and several other committees, including the grievance committee. Contractual problems we have, however, they are handled through the grievance procedures and that is not the reason why the drivers are here. The drivers are here mainly because they are tired and frustrated with the way they are treated by administration. Low morale is attributed to intimidation, harassment, and the term "beating of the employees" has been used in the statements of "do it and grieve it later", "I am the boss, that's why", "I have the power and means", "maybe it is time to look for another job", telling drivers that the Union is lying and it is the Union's fault are words that echo the MTA very often. Drivers are afraid of retaliation. Retaliation has been shown to one of our members from the last CIP meeting just for speaking up. There were remarks made to her the following day, why should I do you a favor after what you said at the CIP meeting. People are afraid of retaliation. Drivers are spied on. Drivers are followed. Drivers that have been with the MTA for 15, 20 and 20+ years are frustrated and rightfully so. I strongly support the opening remarks of our President, Jack Mahoney and Vice President Sartell and my hope is that this Committee will help make things happen. We need a change. Thank you.

Alderman Clancy stated thank you to everybody for showing up tonight. We are going to try to have a nice meeting here tonight so everyone can go home and say we had a good meeting. Let me ask Ms. Sartell a couple of questions. Have you ever sat down with Mr. Webster or Mr. Clay and had a one-on-one relationship with them as far as ironing out what the problems are down at the MTA?

Ms. Sartell replied I had tried to, on the day that I spoke of that I had the problem with Mr. Webster and was being reprimanded, I had on a number of occasions to

2/22/99 CIP Sub-Committee (Re: MTA)

9

see Mr. Clay and was refused. I was told no which is why I went to

the Board of Aldermen. I tried the chain of command and it didn't work. The only time that Mr. Clay and myself have spoken about it is since I have been Vice President and it was during a board meeting. He was directing it towards our Treasurer and I initiated the conversation. That is the only time that the August 4 incident has actually been taken up. I have, on a number of occasions, sat down with Mr. Webster and I did mention to Mr. Clay different ideas about what employees have said to me and it was being taken under advisement, but nothing has been...like I said my July 12 letter has still to this day never been responded to and that was a sexual remark made. I had done another letter on October 30 which I think was on the agenda of the last meeting and that still hasn't been addressed. The only time that Mr. Clay has addressed me knowing that I was requesting and he did admit that he was asked by the dispatcher to see me. He told me that he was busy and that he was in a meeting, but he never made an attempt after that when I requested it at other times. When he spoke to me that day and I mentioned it to him and that was in the end of January, he had said that he didn't know what was going on. I have made him well aware. I have written every letter that has gone to John Webster or to the Aldermen has also gone to Mr. Clay and I have copies of everything for anyone who wishes to see it. I have made him full aware of what is going on and he has never approached me. I brought it up and told him...he has been now served with, as far as I know, or he has a copy of the unfair labor practice. That still hasn't been addressed.

Alderman Clancy asked, Ms. Trisciani, have you brought your problems to the management's attention at the MTA.

Ms. Trisciani answered yes, many times. Management is aware that there is a morale problem. After the last CIP meeting, I spoke with Don Clay even that night and a few days later I said we have got to get together and work these out. He said yes I agree we have got to do it and I have spoken to John Webster and yes we are going to do it. Every time we try to set-up a date they either have a full plate that week, which was told to us, or there is one reason or another. We have documentation of at least three or four times that we have tried to set-up a meeting with them.

Alderman Clancy asked so you have never had a meeting one-on-one with Mr. Clay or Mr. Webster.

Ms. Trisciani answered yes I actually have with John, but John's biggest fault from the beginning which I have told him myself and I expressed by feelings to Don Clay is it is hard to talk with John Webster because he doesn't listen.

Alderman Clancy stated we are not going to get into personalities now.

Ms. Trisciani replied right. I apologize. Yes, I have sat down with him.

Alderman Clancy asked, Mr. Mahoney, have you had any one-on-one conversations with the MTA Chairman or Manager.

Mr. Mahoney answered as I have said, I have had numerous conversations with them.

Alderman Clancy asked when was the last one you had.

Mr. Mahoney answered last week.

Alderman Clancy asked was anything resolved.

Mr. Mahoney answered no. We apparently hold opposing philosophies.

Alderman Clancy asked what was the next step. Before you left, what did they tell you?

Mr. Mahoney answered basically that their interpretation of sections of the contract and mine are worlds apart.

Alderman Clancy stated you do have a contract down there and you have to abide by that, right.

Mr. Mahoney replied yes.

Alderman Clancy stated I am not here sticking up for the contract, I am just here listening to your complaints. Thank you.

Alderman Girard stated before I ask my questions, I would like to say to the people presenting on behalf of the Union that I have tried very hard to get an understanding of what has happened at the MTA over the past several months by reading your correspondence, but I am going to ask some questions that are more along the line of procedure and process because, frankly, I sense an awful lot of personality issues here that I don't think it would be appropriate to get into or to try and fair it out in this forum but it almost seems like all heck has broken loose at the MTA. My questions are going to be more toward trying to figure out how things are supposed to work in the sort of sterile environment of labor and management. For example, there are several references to your contract and provisions in the bargaining unit and correspondence and I have not seen your contract and even if I had read it, I am not sure I would understand how it works.

Let me start with you, Mr. Mahoney. The contract contains, my guess is that your contract contains a formal grievance procedure.

Mr. Mahoney replied that is correct.

Alderman Girard stated it would appear by several of the letters here, that there have been transit operators who have tried to get their issues addressed outside of that procedure. Would that be a fair assessment on my part?

Mr. Mahoney asked are you referring to the letters that have come to this Board.

Alderman Girard answered yes I am, including letters from Ms. Sartell, Mrs. Gazda, Mr. Stephen, and Mrs. Sheehan. I wonder here whether or not the drivers are sending these letters to we, the members of the Board of Aldermen, out of sheer frustration or whether or not they have tried to work through the grievance process. I am trying to get a handle on the process that exists and whether or not it is being used.

Mr. Mahoney stated the process that exists is being used, Alderman Girard, however, you nailed it when you said that you are receiving these letters out of frustration.

Alderman Girard replied so these drivers that have sent letters to the Board of Aldermen out of frustration have initiated formal grievance procedures then on these counts and these disputes. Some of the letters, frankly, are not so much critical of particular actions as they are of the general wisdom of the management I suppose would be the best way to put it.

Mr. Mahoney responded that would be a good way to put it.

Alderman Girard stated so those are not things that are going to follow through a grievance procedure, I would guess.

Mr. Mahoney replied not all of them, no.

Alderman Girard asked since the new management has taken over at the MTA and my definition would be the change over in the general manager's position as new management, have you seen an increase in the number of grievances filed against the management and, if so, to what degree.

Mr. Mahoney answered I believe that last year we filed 42 grievances.

2/22/99 CIP Sub-Committee (Re: MTA)

13

Alderman Girard asked since Mr. Clay's appointment.

Mr. Mahoney answered I am not sure when Mr. Clay took over. I think it was some time last summer. I don't know how many of those were prior. I think he took over in June when Ron Roy retired.

Alderman Girard asked well since you don't have the exact figures, can you give us a general sense of whether or not there has been an increase in the grievances filed since the new management took over.

Mr. Mahoney answered yes.

Alderman Girard asked could you, perhaps, explain to members of the Committee the steps that the Union has tried to take either via formal grievance procedures or otherwise to try to reconcile the issues here.

Mr. Mahoney answered yes. As I said in the opening statement, I have had numerous discussions with both John and Don and they seemed receptive to, certainly they seemed receptive towards improving morale and resolving some of the issues but as I further said, these have just been discussions. Nothing has happened.

Alderman Girard stated the reason I ask that question is because, again, a lot of this seems to me and please correct me if I am wrong, but are these areas where you have disagreements areas that will ultimately be settled via the grievance process. For a moment, and I realize it is difficult to do this, but for a moment can we put personality and attitude and demeanor aside and say in the grievance procedure where you folks are having your differences will the determination of the procedure answer the questions as to who is correct in their interpretation of the contract?

Mr. Mahoney replied well it will always be...when we reach a point where we can no longer agree as to the meaning of any provision of the contract, if we feel it is serious enough or if management feels it is serious enough, it would then go to an arbitrator and an arbitrator would decide.

Alderman Girard stated I have just one more question and thank you for indulging my questions. In one of the letters and I believe it was from Mr. Stephen where he was cited for a miss, as a result of a car accident he had on the way to work and in other letters there have been accusations that the management has said it has no discretion in determining whether or not a miss is appropriate. That the contract requires, under any circumstance, that the miss be noted. Would you address that point? It seems to me, anyway, to be a bit severe.

Mr. Mahoney replied yes, that is one of the biggest problems we have. They interpret the contract to mean that a miss is given to anybody who shows up late to work for any reason. Now, I think it is pretty severe and pretty ridiculous that Mr. Stephen was charged for a miss when he was involved in a traffic accident. I can't think of another employer who would sanction an employee for being late because he was involved in an accident.

Alderman Girard asked is that miss, Sir, the subject or is it the type of item that would be subject to a formal grievance against the management or is there no remedy for that under your bargaining contract.

Mr. Mahoney answered as I have said to the general manager many times, they can unilaterally not enforce that. They could use reason and say that is understandable.

Alderman Girard replied okay I will accept that but to my question, is this the type of item that the Union has recourse, through the grievance procedure, to address. I realize it may not be the best way to handle it, but is it the type of thing that is there that can be addressed?

Mr. Mahoney responded we can file a grievance for just about anything.

Alderman Pariseau asked Mr. Tawney if he had any questions.

Mr. Tawney asked, Mr. Mahoney, did you file a grievance on Mr. Stephen.

Mr. Mahoney answered yes.

Mr. Tawney asked has that gone to arbitration yet.

Mr. Mahoney answered not yet. That was recent. We have time-frames regarding those things.

Mr. Tawney asked have many items gone to arbitration recently, this last year.

Mr. Mahoney answered I think that we have three pending.

Mr. Tawney asked have any been concluded.

Mr. Mahoney answered no.

2/22/99 CIP Sub-Committee (Re: MTA)

16

Mr. Tawney asked have you filed an unfair labor practice regarding the Wiengarden incident.

Mr. Mahoney answered yes we have.

Mr. Tawney asked has that been heard.

Mr. Mahoney answered we haven't received notice from the PLRB yet.

Mr. Tawney asked when did that take place.

Mr. Mahoney answered on August 6.

Mr. Tawney asked when did you file.

Mr. Mahoney answered we filed last month. The reason it was late was when we originally filed it, it was sent back because we weren't specific enough in quoting the RSA involved.

Mr. Tawney asked have they agreed to hear it.

Mr. Mahoney answered they haven't yet.

Alderman Girard stated you said you had three cases in arbitration now.

Mr. Mahoney replied yes.

Alderman Girard asked that is three cases that have made it to arbitration out of how many files. How many grievances filed?

Mr. Mahoney asked so far this year.

Alderman Girard asked is that the 42 number you gave me earlier.

Mr. Mahoney answered that was in 1998. This year so far there have been seven grievances I believe.

Alderman Girard asked so there have been seven grievances filed since the beginning of the year and three of them have made it to arbitration.

Mr. Mahoney replied no. Those arbitration cases, I think, were from 1998. It takes awhile to be notified by the Triple A.

Alderman Girard stated so we shouldn't assume, then, that the other 39 grievances that were filed have been resolved because only 3 have made it to arbitration. I am just trying to get a handle on what percentage of the claims have been settled.

Mr. Mahoney replied sometimes grievances are resolved. Most of the time they are resolved without having to go to arbitration.

Alderman Girard asked of the 42 that you filed in 1998, how many have been resolved. All but these three?

Mr. Mahoney answered I think that there are a couple outstanding. I am not really sure.

Chairman Pariseau called for management to make their presentation now.

Mr. Clay stated I am the General Manager of the Transit Authority. I reside in Manchester. I apologize for my coughing. I am trying to get over a cold and it is not going very well for the last three weeks. I do reside in the City. I have been employed with the Manchester Transit Authority for the past 11 1/2 years. I have been the General Manager since June 20, 1998. Previous to that, I was in the maintenance garage for 11 years. I have been in the bus transportation business now for 32 years working in both the private and public sector. We do service the City of Manchester with its transit. We service the School Department with their school transportation. We have approximately 85 school buses. We have 16 transit buses. We have four paratransit vehicles that we use. We have about 130 total employees, both management and Union employees. It is a good operation. It is one that I think that the management, as well as the employees, should be proud of. I know that I am proud of it. I am proud of our employees. I think, for the most part, they do a fantastic job. They are out there doing it in all the weather you can think of and they are out there in the cold and the wet and the snow and the ice. They do a good job. I think management does a good job as well. We do have some differences that most definitely need to be aired and need to be taken care of. We are certainly willing to come to the table outside of the bargaining agreement and try to resolve the issues that are before us. We have taken some steps towards trying to come to terms and grips with what is going on. I have had some excellent help and talks with the City's Human Resources Department. We have contacted a human resources consultant ourselves and have been discussing with that individual the possibilities of how we can go about getting our own HR person in house to help us with some of the problems we are having. Someone that the Union members and management or non-affiliated members could go to and have discussions with to air their problems and help us to make sure that we are dealing in a fair manner with all of our employees. I think that if we can just get to the table and talk with the Union representatives that we most assuredly can come to terms. Do we need some help in this? Maybe we do. I think Maureen has some...we talked with her and I think good positive solutions will come out this. Bill Cantwell, on my left, is our Superintendent of Administration. On my

2/22/99 CIP Sub-Committee (Re: MTA)

20

right, John Webster is Superintendent of Transportation. John has been with us
for

some 20 years, coming over a little over a year ago to the management side and Bill has been with us almost the same length of time. He came from the outside private sector. We are all getting our feet wet very quickly here. I think that we can come to terms with this. The sooner, the better. Thank you.

Chairman Pariseau asked, Mr. Webster, are you going to have anything to say or is that management's presentation.

Mr. Webster replied I am available to answer any questions. As it was said, I have been at the MTA for over 20 years. I was a Union representative, the Secretary-Treasurer. I understand some of things that are happening there. Again, I try very hard to follow the contract. That is what I am good at. In many cases I helped write the language and I understand the intent of the contract. Again, I think some of these things are purely contractual. Regarding the number of grievances, 42 grievances were indeed filed in 1998. All but a few of them remain unresolved and have gone to arbitration. They have been mutually settled and I think that speaks for itself. The company did not file any of those 42 grievances so the numbers, again, I will leave that to what the numbers mean but they were mutually settled. Some through the recent conclusion of contract negotiations. The language was changed and made the grievances moot in that respect. My door is always open. I am there on a daily basis and the door is always open for anyone who wants to come in. We have had many meetings with the new board. Individually, I have spoken to every one of the new officers on the board. We had a marathon session one day that started around 10AM and ended after 3:30PM. Don Clay, the General Manager, sat in on some of that. I stayed there with at least two or three other members of the office during that time. We have had some discussions and again, we look to try to resolve them but the contract is the contract.

Chairman Pariseau asked, Mr. Cantwell, do you have any direct contact with the drivers and/or Union personnel.

Mr. Cantwell answered basically I am the accounting person. My general manager wanted me to work a little bit on the human resources or his intention was since I was new to the company I had no bias toward one employee and I had no bias with management and I have met several times with Union members but that would be internal investigations. I am not involved in any of the discipline or grievances.

Alderman Pariseau asked, Mr. Webster, and I don't want this taken out of whatever but it seems that the problems that we have heard about come back to you. I mean like you are a real...I can't say the word, but a real hard nosed individual. I remember years ago as a member of the Board of Aldermen reading the minutes of the MTA and at some minutes that you were at, you were almost thrown out of them. I just can't believe this is the same John Webster. My question to you refers to that Mr. Stephen incident where he was involved in an accident and you wrote him up. I mean isn't there any relay in this disciplinary action?

Mr. Webster answered the language that was added to the contract that was signed in October was the first time that I can remember that in the collective bargaining agreement discipline for an offense such as a miss is clearly spelled out. That policy was agreed to on December 19, 1997, instituted on January 1, 1998 and for 10 months when we were in negotiations, these type of issues were not brought to the table or discussed. After the contract was signed...his grievance, by the way, was the first grievance in regards to a miss for an accident.

Chairman Pariseau stated but it didn't involve a school bus or a bus.

Mr. Webster replied I understand that. The contractual language says that if you are late seven minutes, it will not, I guess what I fear as a manger is that my judgment will be supplanted by an arbitrator's judgment if the Union doesn't agree with my judgment. So far, we have had 42 occasions where they have said they didn't like the judgment. Again, I said that the contract is very plain on what that issue is. It is contractual in nature. If they want my judgment, then it shouldn't be overruled by an arbitrator. There are some...I told the Union and I think the General Manager has said the same thing...waive the arbitration, take it on a case by case as far as my judgment with an escape clause to go back to the seven minutes if you feel that my judgment is in question. I would like to say that if I set a practice and ignore the contractual language, then that opens the door for an arbitration case each and every time a judgment is taken into consideration.

Chairman Pariseau stated would it, and I don't know if this question is appropriate or not, but would it be your opinion that management in the past has been kind of lax relative to the labor contract and now that you have been in on this for a number of years you are like tightening the screws in too quick a fashion, maybe.

Mr. Webster replied I guess when I was a Union officer I was very good at what I did. I was a Union activist without a doubt. I think I understand the contract, I understand the written word, I understand the intent of it. I feel that I am just as good sitting on the management side of it. The contract, in very many respects, is

2/22/99 CIP Sub-Committee (Re: MTA)

23

not a gray document. It is spelled out. The parties negotiate freely. They sign the

contract and then each party, while that agreement is there, should live up to that agreement. As far as past management, I will leave that and let the record speak for itself, but yes I understand what the document reads.

Chairman Pariseau stated, Mr. Clay, I guess I would like to know how you communicate with the commissioners relative to policy being set over there at the MTA. Is all of this stuff brought up to the commissioners and acted upon prior to the employees having to submit letters to the Board of Mayor and Aldermen? I mean it, I don't know, I don't know if the commissioners are getting the information or if they are not and I would say that they aren't or weren't so they probably haven't acted as forcefully as they should have. Not only towards management, but the Union as well. What is your relationship with the commission? Do we need it?

Mr. Clay replied I think we do need the commission. As far as the policies are concerned, it is the commission that sets policies. They know all of the policies that are down there because they vote on them. The contract, itself, goes to the commission board. It is explained what is in it and what it is about. They ask questions about it and they vote on whether we have a contract or not. As far as these letters are concerned, they got letters that I didn't get. The Board of Mayor and Aldermen got letters that I didn't get. So, on at least some of those letters they knew what was going on before I did. Mr. Boisvert brought the letters to me and asked what is going on. We sat down and talked about it. A lot of this stuff is contractual. Yes, it was very lax for a long time. It started to come together a year and a half or so ago with Mr. Roy. The time clock agreement, itself, was put into effect and the time clock was put in by Mr. Roy. So things have been trying to get tightened up for some time. We are not going to discuss them here, but if you could look at the grievances, they speak for themselves. Some of the things that go on, you can't let go on and the commissioners said they can't go on and to stop them and we are stopping them. I don't mean to be harsh. I don't mean to be over zealous. I mean to get back to the basics. The customer is right. The customer is number one. The customer has to be treated fairly.

Chairman Pariseau stated that is who we are all here to serve, the customer, but you did say in your statement that you are in the process of getting your feet wet. We are trying to help you and I don't know what the solution is yet.

Alderman Clancy stated, Mr. Clay, I received many calls from a lot of my constituents about the school bus routes this year. Now there was some kind of discrepancy. The buses weren't going the right way or on the rights streets. What was the problem there?

Mr. Clay replied I don't know the specifics of what you are talking about. We had a heck of a start on the first day of school.

Alderman Clancy stated my idea was to give up...I don't know how many school bus drivers you have but what you probably should have done was had the school bus drivers go out the day before and do a dry run and maybe pay them so at least they knew where they were going. I think that would have been a good idea. That way, the bus drivers would have an idea where the streets are and what the route is. Just to go out with a bus in the morning and say were are going up to Caron Street, well how many people here would know where Caron Street is?

Mr. Clay replied I believe that is offered to the operators. They have maps all over the place and the routes are basic. You start here and you turn left and you turn right, you turn left and turn right and go down the streets. These routes are all put together.

Chairman Pariseau asked, Mr. Webster, are school bus drivers part of the Union.

Mr. Webster answered yes they are.

Chairman Pariseau asked were a majority of the 42 complaints last year related to regular bus drivers or school bus drivers.

Mr. Webster answered both. I don't know what the majority are. I would have to go through them.

Alderman Clancy asked, Mr. Webster, you said that you worked there for 20+ years, right. How long in this capacity?

Mr. Webster answered since October of 1997.

Alderman Clancy asked were any of you three gentlemen left over from the Roy administration or are you all new to the field that you are in now.

Mr. Clancy answered we were all here with Ron.

Alderman Clancy stated you were all with Ron, but not in your current capacity. In other words, Ron Roy was the General Manager. Mr. Cantwell, were you brought in by him.

Mr. Cantwell replied yes.

2/22/99 CIP Sub-Committee (Re: MTA)

26

Alderman Clancy asked what was your job.

Mr. Cantwell answered I was the Superintendent of Administration. I was the accounting department.

Alderman Clancy asked are you a new person hired in that job or not. Whose place did you take?

Mr. Cantwell answered Ron held both positions and during 1994 the MTA released personnel and Ron held the Superintendent of Administration and General Manager's position. When he was getting ready to retire, he needed to find someone who could take over the accounting department and that is what I did.

Alderman Clancy asked how do they fund your job in the budget if you are new.

Mr. Cantwell answered basically the way it worked out payroll wise is that my salary is made up of what Don made as Superintendent of Maintenance now that he has the General Manager's salary. It is actually a cost savings.

Mr. Clay stated Ron was the General Manager and accountant. He (Mr. Cantwell) is now the accountant and I am the General Manager and in charge of the garage. So I do a dual role like Ron did only I am doing it with maintenance.

Alderman Clancy asked and, John, you are in charge of the bus drivers.

Mr. Webster answered yes and I would just like to add that many of the issues that I have attended many seminars and everything on the Union side are appropriate here. I think the public and private issues pretty much co-mingle. The seminars put on by Sheehan, Phinney Bass & Green and the PLRB are all issues on what you see. The only thing that changed was the perspective of seeing it from management.

Alderman Clancy asked have any of your gentlemen sat down with these bus drivers one-on-one to try and iron out these grievances.

Mr. Webster answered yes. One of the first things I did when I came in, in 1997, was to hold a couple of employee meetings. As a matter of fact, we had put out that there would be an employee meeting to air grievances or take suggestions or comments on Friday. Seven showed up and I came in here on Sunday and 1PM and one employee showed up. I think, again, the agenda of some people is significant to that. We take suggestions and comments from any employee who wants to make them. Few employees participate in that for their own reasons. Sometimes people offer suggestions and we implement them. Sometimes we are

not able to. I thank them for when they do it but again the ability to take a

suggestion and actually implement it, there is a lot of things that affect that and why it happens. Sometimes we are not always able to do it.

Alderman Clancy stated you know what gets me, when I received that letter from Mr. Stephen and how he was treated when he was late for work because of an accident. A little common sense goes a long way really.

Mr. Webster replied I understand, Alderman, but again it is a contractual issue.

Alderman Clancy stated I am not going to harp on this but when a guy gets in an accident and calls you up and says he is going to be late, why write the guy up. How would you like it if that happened to you? If the shoe was on the other foot?

Mr. Webster replied I lost a holiday pay because I was 10 minutes late.

Alderman Clancy responded don't take it out on him.

Mr. Webster replied I understand, Alderman.

Alderman Clancy asked, Mr. Clay, when the commissioners meet do you tell the commissioners exactly what is going on down there or do you keep some of these grievances to yourself.

Mr. Clay answered grievances don't usually go out to the commissioners on a monthly basis. If they progress to the point where they are going to go to an arbitration, then they get involved.

Alderman Clancy asked why don't you tell them at the beginning that you have so many cases of grievances and warn them up before you go to arbitration. Let them know what the story is down there. They are commissioners and you are the head man down there. You don't say here we are going to go to arbitration and then have them say what is that all about and you say don't you know or did I forget to tell you. You don't say those things. Call them up and tell them before hand I got this case here from John Doe and he didn't like the way the bus was going or something like that. I think that would go a long way.

Mr. Clay answered we talk about them when they get to a certain point in the grievance procedure. If they put a grievance in and we can take care of it right away, it is going, it is over.

2/22/99 CIP Sub-Committee (Re: MTA)

30

Alderman Clancy responded I just heard from Mr. Mahoney that the guess regarding Mr. Stephens was from last August and you are starting to arbitrate it now.

Mr. Clay asked which one. No, Mr. Stephens was a week ago.

Alderman Clancy asked which case was from last August that is going to arbitration.

Mr. Clay answered that was the Wiengarden issue.

Alderman Clancy stated that was six months ago.

Mr. Clay replied but that is up to them whether they are going to take it to the PLRB. I don't know how far it came through.

Mr. Webster stated it happened in August and was never filed with the PLRB until two weeks ago. They chose when to file it. They could have filed in August. They chose to wait until two weeks ago to file it just before the deadline expired.

Chairman Pariseau asked if these grievances are brought to the attention of the commissioners, wouldn't it possibly eliminate all of this process of the crap that you guys are putting up with. I mean they could, as policy makers, if they are made aware of a grievance for whatever I think to have common sense and the decency to look at it and make a decision whether it is in agreement with yours or not. Let them make the decision and you wouldn't have half of these problems, guaranteed.

Mr. Clay stated I can bring every single issue to the commission. If that is what the commission wants, I will certainly do that.

Alderman Clancy replied I think that would go a long way.

Chairman Pariseau stated well it is a two-way street, or a three-way street in this case.

Mr. Clay replied I don't have a problem with that. If that is what the commission wants, that is what we will give them.

Alderman Clancy asked, Mr. Clay, are you going to sit down with the Union officials from the MTA and try to resolve some of the differences you have had down there since you have been the General Manager.

Mr. Clay answered I most certainly will.

Alderman Clancy asked I would like to know what the hold up has been.

Mr. Clay answered last month we had a good long session with many of the Union officials. Every time that they would like to sit down is not always appropriate. We have so many buses, so many routes and so many drivers and to take and get a whole bunch of drivers off at a time is almost impossible. I am willing to meet with them before, during or after work hours or whenever is appropriate. We can't get five or six people off during normal business hours or we won't be running buses.

Alderman Clancy stated I understand that but you also run classes down there don't you at certain times of the year.

Mr. Clay replied yes, we do.

Alderman Clancy stated well that would be the appropriate time to do that, maybe at the same time.

Mr. Clay replied it will and those classes are coming up and I do intend to be there.

Alderman Clancy stated that would be a good time to get some of your management people together with the employees and explain what you would like to have them do.

Mr. Clay replied like John said we will try to get some informational meetings for those people and we will be there at all of the meetings.

Chairman Pariseau stated better yet, Don, you could have a dinner meeting at say 8PM at the Chateau or whatever.

Mr. Clay replied that one I definitely will bring to the commissioners. It is a two-way street and yes, we can both meet and come to terms.

Alderman Girard stated as with my questions to the Union, I am not so much interested in specifics as I am in the process and frankly I would hope that the commission wouldn't need to be told by the Board of Aldermen or any member of it how to govern its affairs but that having been said, there are a couple of incidents that strike me and, Mr. Webster, I don't mean to come back to this well trod issue at this point but the contract, does it provide you with the ability to exercise judgment in cases like Mr. Stephens or does it not provide you. It is a two part question. I am just interested in the technical interpretation of the contract right now.

Mr. Webster replied the technical interpretation is no. The technical interpretation says that the definition of a miss is someone that doesn't report on time and who is seven minutes late. I was involved in the negotiation of that time clock agreement that started back in December of 1997. It started out with a six minute late would be chargeable as a miss. The reasons why were not discussed. It was changed because of some inherent software problems to seven minutes. Someone who is seven minutes late for work, no matter what the reason, it was agreed to that they would be charged with a miss and on the fourth miss it would be a suspension. Now that is in the collective bargaining agreement right here exactly the way I said it. That is black and white just as it is for hourly wages, black and white. Not almost the rate of pay, but exactly the rate of pay.

Alderman Girard asked so it is not that you are afraid of setting precedent that an arbitrator would later come back and haunt the MTA management with it, it is your interpretation of the contract that you are not allowed discretion on issues such as misses.

MR. Webster answered if I supersede the written contractual agreement which says seven minutes and create a practice on my judgment of whether or not that applies, then I would be setting a precedent and that judgment would be subject to an arbitrator's judgment.

Alderman Girard stated, Mr. Mahoney, however seems to think that the bargaining agreement gives you the latitude to unilaterally exercise judgment in cases like Mr. Stephens'.

Mr. Webster replied it does not.

Alderman Girard asked would it be possible, Mr. Chairman, to ask that a copy of the contract be sent to the Board so we could take a look at it. It is difficult for me, as an individual who is being ask to look at these things to hear...I think it would be helpful to me anyway if I got a chance to look at the contract so that I could understand the language that is there.

Chairman Pariseau answered I don't want it to turn out to be management versus Union contract. You know what I mean? I don't think it is our concern to delve into the Union contract or is it?

Alderman Girard replied I am not necessarily looking to delve into it, Mr. Chairman, but in cases where we have so many different interpretations I know it would be helpful to me if I at least had the opportunity to read the contract. Could I get a copy of that? I have a couple of other questions. There was a letter that

2/22/99 CIP Sub-Committee (Re: MTA)

34

complained about a management change to the day off policy and how employees

could take time off whether it was splitting up their vacations, making arrangements or trading days with other drivers, Mrs. Shanahan's letter. Again, I don't want to tell you how to manage you department, but could you tell us so that we could get a window on your thought process and how you go about making these decisions and why it is that you decided to make a change in that policy and how it is you went about doing that?

Mr. Clay stated as far as the breaking up of a weeks vacation, that was done at the bargaining table. The maintenance department, they bargained for what they wanted. It was something that we could live with. The drivers, on the other hand, did not want to bargain for anything but what they had in that sidebar agreement which stated that when this became...it did not make good business sense to keep it like that, that with a written notice it would be dissolved. That was taken and done through the bargaining process.

Alderman Girard stated so you are saying that the policy was changed as a result of negotiations with the Union.

Mr. Clay replied that is right. We tried to negotiate something other than what they had on the sidebar and they would not agree to it. Therefore, we took that away.

Alderman Girard stated I am not used to the term sidebar.

Mr. Clay replied sidebar is after the contract is done, you may have a sidebar agreement where you bring up some item that is not in the contract or even something that is in the contract and negotiate a side agreement outside of the contract.

Alderman Girard asked and the Union officials negotiated this agreement or this sidebar with the management and signed off on it.

Mr. Clay answered yes quite a few years ago with the transportation department. I was not involved in the early parts.

Alderman Girard asked when was this sidebar agreement agreed to.

Mr. Clay answered it was done on an annual basis. It was brought back to the table around the time that the vacation picks were done and it was looked at annually.

2/22/99 CIP Sub-Committee (Re: MTA)

36

Alderman Girard asked so in other words this agreement has existed for a period of years and it is now that the management has chosen to enforce it.

Mr. Clay answered that is correct.

Alderman Girard stated I guess we are back to my original question. Why is it that you have chosen to change this policy now and how did you go about making that decision?

Mr. Clay replied okay the way it was worded was that once the driver puts his name in the book, it is carved in stone. It is not, can I have the day off. The first name in the book, he goes. He has got the vacation day whether we are short drivers or not, if that is how it was in the book, he got it. We wanted it to be more like what the maintenance department bargained for which was if you take and have these break-ups as you would a perfect attendance or a personal day is at the discretion of management to the point where we can run all of our runs today then we had little problem with it, but it was first in the book it is mine, you have to give it to me and I don't care how many people are out today, I have the day off.

Alderman Girard stated, Mr. Clay, I am trying hard in my questioning to avoid questioning your judgment. I did not do that with the Union people and I don't believe I am here to argue with you about how you manage your affairs but in this case, I understand that the agreement had existed for a period of years and I understand that it had not been enforced, but in taking a look at this policy it seems to me that if...the change in this policy and I will ask Mr. Mahoney later why the Union would agree to such a thing and what it did to safeguard its members, but it seems to me that in a situation where if you are swapping days you are not losing drivers and if the drivers are required to give X number of days in notice ahead of time whether it is a day off in the middle of the week or a week off, it doesn't seem to me that something like that is going to impede your ability to run the Authority. Now, I don't do your job so I don't really know but again back to the questions how did you decide to implement this policy. Did you just send a letter out to everybody every day saying we have to do it this way and this way only now? Did anybody get a heads up?

Mr. Clay replied, Alderman Girard, you have got two different issues. You have two different sidebar agreements. One of them is the swap that you are talking about for days off and the other is for the break up of a weeks vacation. The break up of a weeks vacation was done at the bargaining table before I took over as General Manager.

Alderman Girard asked was that a sidebar or was it part of the contract.

Mr. Clay answered it was a sidebar agreement. The swaps was also a sidebar agreement with the drivers area. We had a grievance that came across out of the

maintenance department. That grievance came up when I allowed one of my employees in the garage to take and swap his day off. It was his request. It was for his betterment, not mine. He took the day off and everything was great until I got a grievance on it.

Alderman Girard replied so you are saying the change in the management's decision to implement this policy was as a result of a grievance filed by its exercise.

Mr. Clay responded that is correct and what I wanted to do was say okay but they wouldn't want the garage to have anything other than what they had. The garage doesn't live by the same needs and doesn't live by the same rules and doesn't have the same problems that the drivers have.

Alderman Girard asked are the garage employees members of the same Union.

Mr. Clay answered that is affirmative, yes they are but this sidebar agreement was not with the maintenance department. It was strictly the full-time drivers only. The part-time drivers did not have this. Maintenance did not have any written word, although maintenance had always been allowed to swap outside using the discretion of myself and the garage to allow them to take days off and swap their days off.

Alderman Girard stated pardon me for interrupting, but the sidebar agreements then do not cover all employees, they just cover specific groups within the department.

Mr. Clay replied that is correct.

Alderman Girard asked so the sidebar agreement governing...had you ever exercised or had you ever enforced that sidebar agreement on the drivers prior to the grievance, disallowed day trading or disallowed vacation break ups. Had the Authority ever disallowed that prior to this grievance?

Mr. Clay answered not to my knowledge.

Alderman Girard asked so somebody in the maintenance department, who is not covered by this sidebar is allowed to trade a day and you get a grievance from a driver.

Mr. Clay answered I don't remember where it came from. It came from the Union President at the time and said that although there is nothing in the contract, we are only going to allow them to live by our agreement, as far as the drivers are concerned, and I said well they are not drivers why are you doing this. Lets get them out here so we can get them something as well then. They should have the same opportunity. The Union said they can only have the opportunities that we have. Their needs aren't the same. The sidebar agreement had an escape clause in it. As soon as that was executed, a letter was out there saying please come back to the table, lets negotiate something that is fair to the drivers, to the mechanics and to management. Lets get something for everybody and that was way back in August and so far they haven't come to the table to try to do anything and we have asked them on numerous occasions to come back and renegotiate this if this is a problem for them. They have not come in yet. I talked with John Mahoney when he was getting ready to come over as the new President. I will be in to talk he said. We will get that thing resolved. I said good. I haven't heard anything yet on it.

Alderman Girard stated, Mr. Chairman, I know that you would like me to wrap things up but can I follow this with another question because I am genuinely confused here. I will be brief. Mr. Clay, if the management had never enforced the sidebar agreement which would prohibit the drivers from being able to trade days and break up their vacations, why would any member of the Union grieve your allowing somebody in the maintenance department to do that?

Mr. Clay replied I don't know why they grieved.

Alderman Girard stated okay, but your reaction to that was to enforce the sidebar.

Mr. Clay replied no, it was to do away with the sidebar and let them come back and negotiate something for everybody.

Alderman Girard asked can you unilaterally do away with a sidebar agreement.

Mr. Clay answered yes, they had a clause in it and all we had to do was give a 15 day notice and it was gone from either side.

Alderman Girard asked so you unilaterally did away with the sidebar.

Mr. Clay answered that is right.

Alderman Girard asked to try to force them to come back to the table.

2/22/99 CIP Sub-Committee (Re: MTA)

40

Mr. Clay answered to try to get them back so that everybody got a fair shot at it.

Alderman Clancy asked, Mr. Clay, how many routes do you have now compared to when Mr. Roy was there. How many bus routes do you have?

Mr. Clay answered we still have the same number.

Alderman Clancy asked how many is that.

Mr. Clay answered 13 routes.

Alderman Clancy asked do you intend to sit down with the Union members and have an amicable meeting with them one of these days or what.

Mr. Clay answered yes I do.

Alderman Clancy asked when.

Mr. Clay answered as soon as we can. I will talk with John tomorrow and see if we can set up some meetings.

Alderman Clancy stated well do that and give me a call and I will be glad to go down to the meeting myself.

Mr. Clay stated I just want to say that, as far as I heard something earlier about a retaliation. We have never retaliated against anybody who came forth with anything they wanted to say or do. We have not retaliated and I do not retaliate against anybody. I don't hold grudges. We move on. I am serious and I believe that from my heart.

Alderman Clancy stated I do hear stories out there that you are checking on these guys out here on their bus routes and stuff like that going around corners. That is children's games. We are all grown-ups. Lets try to do the best job we can for the City. I know the City subsidizes the bus company \$900,000. That is all of our taxpayers money so lets do the best job we can.

Mr. Clay replied I agree.

Chairman Pariseau stated I got a deal. Can we schedule, while we are meeting with the commissioners, can we schedule the first meeting between management and Union this evening and get a rep from management and a rep from the Union to the table and our representative, Maureen, will be representing us but we would like to expedite the process? I don't want this going on for another two or three weeks or a month or whatever. If we can get things close to being resolved this

evening whether we are here until 10:30PM or 11:30PM, I don't care if that is what it will take, lets put the whole darn thing to bed tonight if we can. So if we can get representatives from management, representatives from Union with our representative, Maureen and we will take on the commissioners.

Ms. McCarthy stated just by way of background, I was asked to go over to the MTA to meet with both labor and management basically on a fact finding mission to see what the situation was. I spent a few hours on Thursday meeting with Mr. Clay, Mr. Webster and Mr. Cantwell and then I spent the better part of Friday meeting with several employees, actually maybe 17 or 18 employees who came by and spoke with me. I did hear from a couple of drivers who wanted to make it clear that they were happy with the situation at the MTA and they did not feel there was an employee issue or a morale issue and they wanted me to please reiterate that and I am. However, they were in the minority. There were 15 people that I spoke with who reiterated the message that the morale issue is very serious. I think that everyone is very aware of the tone and the problems at the MTA right now. I think that the good news is that both sides spoke of several things that they were in agreement on. The bottom line for management and for labor, as both said to me, was that they would like to provide good customer service. That is a good thing. They also said that they would be willing to come to the table and we heard that tonight from Mr. Mahoney and from Mr. Clay that they would be willing to come to the table to discuss these issues, to try and resolve them. That is a very good thing. The other issue that both sides stated was that they would like to be treated with respect and these are the types of issues that are involved in employee relations. These are non-contractual issues. The contract is obviously sort of an ambiguous entity hanging over the work place because they govern their daily work by the terms of the contract, but we are not talking about the provisions of the contract in these various issues that I heard about on Friday. People were really talking about the way in which they are treated as individuals, as employees, as managers and what I was most struck by was the need to just open the lines of communication regarding this. I was also, as I said, struck by the commonality that both sides had as to the desire to get this resolved and the desire to provide good customer service. So I think that is a very good aspect. I did suggest that we try and at least schedule this meeting. Everyone is sort of talking about sure we would like to get together, lets just do it, the Nike principal. Lets get this meeting scheduled. We can start the meeting tonight and if we need to carry it into another time we can open our calendars and set the time so that this process is, in fact, rolling and not just be talked about. I think that both sides need to be willing to and seem to be willing to and as I said have stated their commitment to want to resolve this so this is it. Let's do it.

Alderman Girard stated, Mr. Mahoney, Mr. Clay has just said that the vacation policies were changed following a grievance filed by the Union because day trades were allowed for a maintenance employee. I am trying to figure out, since that policy seemed to apply to everybody with the sidebar whether they were covered by the sidebar or not, why the Union would file a grievance on something like that. I guess I don't understand why that would happen.

Mr. Mahoney replied I think there is a little confusion. We seem to be talking about two separate things here. There were two policies, two sidebar agreements. One regarding vacation days being broken up and the other was regarding employees being allowed to swap or trade days off during the week which, as Don said, applied strictly to transit. The grievance that was filed in maintenance had nothing to do with the way the swap worked in transit. Their doing away with the sidebar swap in transit, I reiterate, had nothing to do with what was going on in maintenance. They did away with it unilaterally for no reason that we can see.

Alderman Clancy moved to enter into non-public session under RSA 91A:3II(C). Alderman Girard duly seconded the motion. A roll call vote was taken. Aldermen Clancy, Girard, Pariseau and Mr. Tawney voted yea. The motion carried.

On motion of Alderman Girard, duly seconded by Alderman Clancy, it was voted to return to public session.

Chairman Pariseau stated that no votes were taken in executive session. At the discretion of the Chair, I will allow five individuals to speak on behalf of labor and five individuals to speak on behalf of management no longer than two minutes. We are not going to get into personality clashes or anything and your comments shouldn't be repetitive. No name calling. I believe that I got a request from Louis Stephen and maybe he should lead it off. Remember when you come up here we need your name and address and you have two minutes.

Mr. Stephen, 495 Westwood Drive, Manchester, NH stated I am a member of the Manchester Transit Authority and I have been employed since 1980. Distinguished members of the Board, the Manchester Transit Authority Commissioners, your Honor, my brothers and sisters of the Union, citizens of Manchester, it is in my best interest to speak tonight, however, I overwhelmingly received your support, your confidence and the confidence at heart that this management will sit down and dispute and try to settle their differences to the best of their ability. I hope this happens. I hope we can say tomorrow, next year, the year after that the integrity of the Manchester Transit Authority is still at hand. We can work from the heart and be proud to serve and I want to thank everybody

2/22/99 CIP Sub-Committee (Re: MTA)

44

for their support. I hold nothing personal and I hope, John, that you don't either. I still love you. You are my brother. Take it easy.

Ms. Vasner stated I have been employed here since 1977. Twenty of those years have been spent on a full-time job. I heard the phrase tonight retaliation. Let me tell you about a little retaliation I received. After our last meeting, I had asked Mr. Webster if possibly I could be off an hour and a half earlier. His reply was I don't know if I can do this for you, Ruth, you work for such bad management, something that I had said to the Union Leader. Also, last January, not this past January but the January before I was involved in an accident where a car went under my bus. Luckily, no one was hurt but myself. I was out of work. I went to a doctor. I brought a notice back saying that I was out sick due to this bus accident and told that this note was not good enough. I was hurt on company property. I would think at this time that that note would have been sufficient enough when, indeed, Joe Annis, who was Street Superintendent at the time, sent me home because I could not straighten up and I thank you for your time.

Ms. Fatado stated I have worked for Manchester Transit Authority for eight years. I left last year. I left due to management problems. I did not leave to go to a full-time job like you hear them say we lose our drivers to full-time jobs. I left and went to another bus company. I enjoy driving the bus. I enjoy the children and I think if you talk to any of the schools that I have dealt with and one of them that I dealt with quite a bit was Highland and Mrs. Duffy at Highland personally used to call me at home and ask me advice on school bus situations. I left driving from Manchester. I did not leave driving a school bus. I continue to drive a school bus. I enjoy the kids and if it wasn't for management problems at MTA, I would still be at MTA but the problems at MTA have got to go away or they are going to lose more drivers. You should look into how many drivers they go through a year. Throughout the whole school bus industry you will lose school bus drivers, but a lot of them, if you talk to them, are leaving to go to full-time jobs or whatever. If you talk to MTA drivers, they are leaving because of the management. They are losing people and they are losing money because it costs a lot of money to train people. Last year, when I was working, I was asked to be a trainer. I trained for a short amount of time. I was told that I was no longer needed as a trainer. I was not told why I was no longer needed as a trainer but I do know that it costs a lot of money to train a driver. If they treated their employees the way they should be treated, they wouldn't lose their drivers and it wouldn't cost so much to train new drivers. Thank you.

Mr. Steele stated I have been with the MTA since 1994. I just wanted to make a statement that I show up for work every day. I do not call in sick. I was out one time when my house was broken into and I missed a bonus pay because I could not have the afternoon off because of my wife being nervous because of the break-in, but disregarding that, I like my job. I like what I am doing. Granted on the clock, I have missed punching the clock but I have been in that building not

2/22/99 CIP Sub-Committee (Re: MTA)

46

punching in but inside the building and most of my brothers and sisters have seen me there.

The dispatcher has seen me there. We used to have the law that if the dispatcher sees you there, it wipes it out, but management took that away so now if you do get your miss for seven minutes whether you are in the building or not or you have been seen, it stays a miss. I have already had a one day suspension. You know a lot of drivers would probably say well the heck with that, I am going to take a day or two off. I don't work that way. I show up every day and I am proud of my job. Thank you.

Ms. Sheehan, 32 Goffe Street, Manchester, NH stated I have been with the company for about seven years. I had written a letter and since that time there have been some other issues with me. I have left the company because I could not get half days. The problem with that was I had requested half days and was denied. In the contract it says something about the top 10% of seniority can get half days. I am in the top 10% of the seniority, but I was turned down because they said this was grandfathered until September which it does not say in the contract. Since I left the job, which I was very sad to do, I found out that other people have been given half days that are way lower on the seniority list than me. They were offered the half days. First they were told well they couldn't have half days so they took the morning and afternoon run and then they were told after that well you don't have to do both, you can only do one. I confronted Mr. Webster before I left, I asked him for a leave of absence. Anything I could do. I was desperate to keep my job. He said no. What he said to me was we are short afternoon drivers. If you want mornings off, we could talk about it but since you want afternoons off, you can't have it. He led me to believe that he had the power to give me the half days if I wanted mornings off and to work afternoons but not the other way around. So I left and it is very unfortunate. Thank you for listening.

Chairman Pariseau asked does anyone care to speak on behalf of management. Does anyone else from labor want to continue? There was an individual who is a customer that we service, we being the City. I don't know if that gentleman is still here, but he wanted the opportunity to say a few words.

Mr. Conley, 502 Chestnut Street, Manchester, NH stated I have been a passenger on the MTA for over 20 years on and off. I have one thing to say to John. Because of John, I bought a motorcycle. On the bus, it is hard for these drivers. Most of these drivers are almost like family to us passengers. I am here representing four ladies from the Burns Tower who can't be here tonight because cabs are expensive and it is getting towards the end of the month, but they want it to be known that they are in support of the labor faction. I support them too.

Mr. Webster stated I would just like to maybe address some of these concerns here. As to the reason why there is a big turnover at the MTA with school bus

drivers, that hasn't really changed very much from the days when I was the

Secretary Treasurer. The number one reason is people taking full-time jobs. The school bus operators are part-time positions. They come in and many times we feel like we are the training facility. People tell you they want to drive a school bus, they stay and they leave and they go work for UPS or American Express because it costs a couple of thousand dollars to get a commercial drivers license certificate if you go through the normal training classes that are out there. Tractor trailer training school that used to be located at the airport is one of them. I take people at their word as to why they leave. The number two reason is people move away. They move out of the area for whatever reasons and they continue to drive a school bus. We have had some people who have moved from Manchester and now drive for Concord. We have people who have moved from Manchester that now drive for Nashua. The school bus industry, nation-wide, has a shortage of drivers. There is very rigorous training that is required and the standards that you have to pass like an FBI records check and finger printing that keeps a lot of undesirable people away from the children and the contact with the children. Some of the issues that have been put forward regarding leave of absences and things like that, those are contractual. The contractual agreement says that a leave of absence can't be any more than 30 days in a 90 day period. Someone who wants a six month leave of absence, unless I open the door to that, again you are setting precedents and we have to try to follow the contract. Some of these employees that have left have come here and said things on the PCR thing, the personnel things says that we would rehire them. As a matter of fact, one of them I said why didn't you come back and drive for us. They don't want to come back and drive. Their reasons are their own. We try to do things the right way. It is very difficult and the perspective that I had as a Union officer representing labor trying to come across and now represent management has not been without difficulties, but I think a lot of it was the perceptions and some of the things that I thought I knew as labor and some of the things I was very confident with as labor have now been modified by the actual realism of having to manage a company. Again, I am more than willing to try to work with the Union leadership and the employees to try to resolve some of these things, but my firm belief is many of these things are firmly routed in contractual provisions.

Ms. McCarthy stated I just wanted to report that Mr. Clay, Mr. Mahoney and I met during the break and we have set the structure for these meetings. Both sides have agreed to start this process. Our first meeting will be Wednesday of this week and both sides look forward to working together to resolve it.

Ms. Trisciani stated I want to get my point across on so many things. A miss. Everybody keeps talking about a miss. We are not here for contractual problems as I said in my statement before. We are handling that but everybody seems to be focusing on that and I just want to let you know that that is not the major problem.

2/22/99 CIP Sub-Committee (Re: MTA)

50

That is not why people are here. People are here because of the morale down at

MTA. Just to make clear the record, traditionally, a miss down at MTA was when you did not show up to work or you showed up too late to pull out your schedule. That, traditionally, was a miss. The time clock came into play and something had to be done because there were no ground rules. Management wanted one minute late and we got them to seven minutes and then it would be a miss. Not foreseeing what they would do as far as not using reason. I mean there are logical reasons, emergencies or whatever that cause a person to be late and they have always had that latitude to be able to do that and that is unreasonable. Getting back to morale, I just want you to know that other things have happened down there. I mean things to the extreme. We get paid to wear uniforms. They pay for our uniforms and we have to wear a tie. This is just one example. Naturally, we have to wear a tie while we are driving to look professional. Now management is insisting that even though you are in the lobby on company time, true, they are paying for us but we have what we call report people who sit there for 40 minutes or whatever and now they want the tie up to here whether you are sitting there waiting for a job, waiting to go out. If you punched in your time card, you keep your tie up. That, to me, is unreasonable and that is causing a morale problem. Another morale problem is the fact that if you want to park your vehicle in front of the front door to unload it or to put something in your locker, you are told you cannot do that and why, because we said so, I am the boss. That is a morale problem. Another morale problem is concerning misses and forgetting to punch. A person, this is one example, a person is talking to the dispatcher, a member of management. That person forgets to punch. That is a very common thing with me. I have senior moments which we kid about and I forget to punch and it is just human nature to forget. It is brought to management's attention, oh I forgot, I was here, I was talking to the dispatcher, the dispatcher was asked were you talking to that driver, yes I was, did you initiate the conversation, no I did not, sorry you are getting written up. That is unreasonable. That is a morale problem. I just want to emphasize that it is not the contract and Alderman Girard you brought up so many issues and it is so confusing. As you look at our contract book, you will have a hard time interpreting it because it is very confusing, but that is not the reason why all of these people are here. It is the morale. I just want to get that point across.

Alderman Girard replied I have no doubt about that and I hope you can appreciate the position that we are sitting in here when we have people arguing contractual issues in front of us and we have never seen the document. My questions were more designed to understand process and to understand where the friction may be than to say that it is contractual. That was the purpose of my questioning.

Ms. Trisciani responded I have been there 20 years. I have seen a lot. I have been on and off the Union board. John Webster was a very strong Union person who worked hard. We wished him, or I did and many did, wished him well. He could have us eating out of his hands and I hate to single him out because it is not just him. As he said, he is only the messenger. He gets his orders from someone and I think the commissioners should insist on having more feedback from management because I really feel that if they were aware of things that were happening down there, things would be different. I would like to see and I don't know, Maureen, if this was even mentioned but I would like to see members of the commission at our meeting with management to resolve some of these morale problems. Not the contractual problems, the morale problems because I don't think that they are aware of a lot of things that are happening down there. Things that are going to be happening in the City with the civic center, with the airport, you are going to want transportation and you are going to want drivers that are loyal and drivers that are dependable. We have all been there 15+ years. Not all of us, but I am sure you would like to see us continue. I still have 11 more years to drive. I know I have a lot of gray hair but I am still far from being ready to retire and I like my job. I like my job a lot. I have made a lot of friends out of passengers and I am proud to be a City driver and I don't know what else to say other than morale is bad and I hope that this meeting will at least get you people, not you people, but get the committee to at least talk to the commissioners, talk to management, talk to the staff and trickle down to something that the drivers will be happy with.

Ms. Pelletier, Allenstown, NH stated back to morale, last September, I drive a small bus. I am a special needs driver. I was pulled in John Webster's office because apparently a citizen saw me go through a stop sign. I had another bus driver coming the opposite way. I stopped to let the big bus go by and made by corner. Obviously I needed to stop to let the other bus go by. This was on Wilson Street where it is both sides parking. For me, where is the loyalty. Instead of taking my word for it, he wrote me up for it. It is in my file. I had been with the company for four years. I had a pretty clean slate and to me somebody should have stuck up for me from the company and said we will investigate it and left it at that. Instead, I filed a grievance with the Union and of course I lost, but that is another story. This is morale. I love my children that I take care of every day. I have had the same kids for three years now but I am ready to quit. I am ready to quit because the morale is so low. I used to go in and like what I did. I used to go in and I love my job. I love what I do. If I could go in to work, leave and drive and not deal with anything else I would. I got written up because I forgot to punch in three times. A day off. The dispatcher saw me. In fact I believe that twice I was talking to her. I get one more forgetting to punch in and I get a week off with no pay. I am a single parent. It is morale. We want to come to work and do our job but if there is all this other red tape, it is not worth it. I live in Allenstown. It

is a drive for me. That is part of the morale and there are more stories, small

stories like this where we feel they should have stuck up for us. When you have another driver saying yes she stopped, take the other driver's word and let it go at that. That is all I have to say.

Mayor Wieczorek stated I wanted to express my thanks really to all of you who have indicated your interest in being here to try to resolve a situation that is obviously not too pleasant, but I also want to compliment the Committee that is here, the Chairman, Alderman Pariseau and Aldermen Clancy and Girard who are serving on the Committee and Howard Tawney and Maureen McCarthy from Human Resources. We also have two Aldermen who are sitting here because they are interested in being here, Aldermen Shea and Pinard. I think the situation is going to be resolved and it is just a question of making sure that everybody is going to be working together and that you develop some mutual respect because nobody is probably going to get everything that they would like and I know that there are things that you like in life that you don't get because it isn't possible to have everything. I think that, perhaps, things could be done and worked out that would create the kind of an atmosphere that would be good and create some good working conditions. I have enormous confidence in Maureen and in Howard. They are professionals in their field and they have the skills to deal with situations such as we have here. I expect that the final Committee report will be when we get the information from Maureen that things are well, that everybody is happy and that all of you who live in what is still the number one City that we will try to act like it is the number one City. As someone alluded to, there are a lot of very good things that are happening in our community and we want to make sure that you are going to be an important part of what is happening here and enjoy the fruits of your labors and the City gets the benefit of all that you have to offer. I am confident that it won't be long before we get this situation resolved to everybody's satisfaction.

Chairman Pariseau stated the Committee will take everything we have heard tonight under advisement and schedule a non-public session meeting of the Committee for next week and hopefully after that meeting we will have issued our recommendations to management and to labor to help resolve the issue. I want to again say thanks. Hang in there, both sides, and treat everybody with respect.

There being no further business to come before the Committee, on motion of Alderman Clancy, duly seconded by Alderman Girard, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee