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FOR IMMEDIATE RELEASE

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CHITTENDEN COUNTY TRANSPORTATION AUTHORITY SETS THE RECORD STRAIGHT

April 1, 2011 – Chittenden County Transportation Authority (CCTA) held a press conference this afternoon at the CCTA office located at 15 Industrial Parkway, Burlington, VT. The reason for the press conference was to offer clarification of recent press reports. CCTA wants to make sure that the public has a complete and accurate record with respect to its negotiations with Teamsters Local 597 and the current state of negotiations.

It is critically important to understand that Teamsters Local 597 is certified by the Vermont Labor Relations Board as the exclusive representative of CCTA drivers. This means that all negotiations, impasse procedures and other communications between CCTA and the Union has to occur through the duly constituted representatives of the Teamsters. Mr. Duane Messier is the Business Agent for the Teamsters and the individual we are legally obligated to deal with in connection with these matters. At all pertinent times we have done so. Attempting to deal with anyone other than the appropriate Teamsters official would represent an unfair labor practice by CCTA which it has carefully attempted to avoid.

It was represented by some members of the Teamsters in an article appearing in today's Burlington Free Press that the current status of negotiations is that the Teamsters are voting on a "unilateral last offer" offer from CCTA. This is factually incorrect. In point of fact, the proposed settlement agreement now being presented to CCTA drivers was offered to CCTA by the Union, and such offer was tentatively accepted. The acceptance of this offer resulted in the drafting of a "Second Tentative Agreement" by CCTA lead negotiator at the request of Mr. Messier. Mr. Messier approved it and then he distributed it for voting purposes to the CCTA drivers.

The precise chronology of CCTA negotiations with Teamsters Local 597 is attached in its entirety. If any questions arise, please do not hesitate to contact CCTA.





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Chronology of CCTA Negotiations with Teamsters Local 597

Negotiations between the parties commenced in March 2010. The negotiating teams for the parties met regularly for eight months.

On October 21, 2010 the negotiating committees entered into a Tentative Agreement, which was then subject to ratification votes by the Union membership and CCTA Board of Commissioners.

This Tentative Agreement was subsequently presented to the Union membership, which voted against ratification by a vote of 36-1.

As a result of the rejection by the drivers, the parties agreed to enter into mediation under the auspices of Ira Lobel, Esq., a professional neutral who was mutually selected by the parties.

A mediation session was held on December 20, 2010. It did not result in an agreement.

A Fact Finding session was then held on February 15, 2011, also before Mr. Lobel. Both CCTA and the Union presented evidence in favor of their respective positions at this session.

On Monday, March 14, 2011 CCTA received the delivery of Mr. Lobel's Fact Finder's Report and Recommendations. Copies of this report are available upon request, and is posted on the CCTA website. Mr. Lobel largely made recommendations along the lines of the initial Tentative Agreement, but with certain alterations as well.

Also on March 14, 2011 CCTA Chief Negotiator Joseph McNeil called Mr. Messier for the purpose of scheduling a negotiation session to discuss the Factfinder's Report.

Mr. Messier indicated that instead of a negotiating session, the Union had a settlement proposal for CCTA to consider.

The proposal advanced by Mr. Messier was that the parties would agree to settle the contract on the basis of the Factfinder's Recommendations in all respects with the exception of the Disciplinary Article of the Agreement, which he proposed to settle in accord with the terms of the Tentative Agreement reached by the parties in October.





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Mr. McNeil asked Mr. Messier if he believed the proposed agreement was likely to be approved by CCTA drivers. Mr. Messier indicated he hoped and thought it would be.

Mr. McNeil advised Mr. Messier that he would discuss the proposed settlement with his management and the CCTA Negotiating Team, and would be back to him. Mr. McNeil did so, and CCTA management and negotiating team supported the acceptance of the proposed settlement offer.

Mr. McNeil communicated this acceptance to Mr. Messier. Mr. Messier requested that Mr. McNeil draft the settlement terms and conditions. He also asked Mr. McNeil if CCTA saw the acceptance as its “last best offer.” Mr. McNeil confirmed that it did, and in response to Mr. Messier’s request sent him a letter to this effect.

On March 18, 2011 Mr. McNeil forwarded his draft of the “Second Tentative Agreement” simultaneously to Mr. Messier and CCTA management, soliciting comments on the draft. Comments were received and amendments were made in accord with the comments.

Mr. Messier advised Mr. McNeil that he intended to circulate the Second Tentative Agreement to his membership for a ratification vote, and was again hopeful that the membership would approve the Agreement in accordance with its terms.

CCTA re-emphasizes that it never declined to meet concerning the Factfinder’s Report and Recommendations. It was fully prepared to do so until it received the settlement offer from the officially designated representative of the Union. CCTA thoughtfully considered and accepted the Second Tentative Agreement in the interest of securing a mutually acceptable compromised settlement.

Regarding the issues most recently raised:

Part-Time Drivers:

The one substantive issue most consistently cited by the Union’s negotiating team has been long spread times; the time from the beginning of a split shift to the end of the split shift, not actual work time. CCTA ridership has increased 63% over the last 10 years because of an increased focus on commuters. This focus creates two large peaks in service each day, during the morning and evening rush hours. This peak hour service requires drivers to work the morning shift and then return for the afternoon shift to resume work. CCTA agrees with the Union that spread time should be limited and both the first and second Tentative Agreements include a way to do this:

Hire part-time Union drivers who would:

- Help reduce the peak hour demands on full-time drivers,
- Dramatically limit full-time driver exposure to long days, and
- Guarantee every full-time driver has 2 consecutive days off.





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If the Union truly desires to end long spread times, part-time drivers are the only viable and sustainable solution. The second Tentative Agreement guarantees no full-time driver would be laid off in order to hire a part-time driver. CCTA's only interest in hiring additional part-time drivers is to directly respond to the concerns raised by full-time drivers about their long hours. The alternative to assignable Union part-time drivers is hiring additional full-time drivers to do the same part-time work. For the minimum number of needed drivers, this would cost CCTA an additional \$290,000 per year. CCTA is facing a \$250,000 budget shortfall for FY12 and these additional expenses cannot be absorbed. As a public organization funded by the property tax, our options would be to decrease service or increase taxes.

Driver Bids Under 40 Hours:

CCTA has not proposed an across the board reduction from 40 hours to 37.5 hours for drivers. The idea of a 37.5 hour weekly schedule was simply included in a sample schedule that was developed for discussion purposes. In that sample schedule, drivers would have the option to choose in order of seniority either a 40 hour bid or a "short of 40" bid. This is no different than current practice. Additionally, CCTA has not proposed to limit drivers' ability to work an additional 2.5 hours, or to work overtime.

CCTA remains fully vested in securing a mutually acceptable agreement that is in the best interest of the drivers, CCTA, and the general public.

The mission of CCTA is to operate safe, convenient, accessible, innovative and sustainable public transportation services in the Chittenden County region that reduce congestion and pollution, encourage transit oriented development and enhance the quality of life for all.

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