

2000

1 grant it to somebody with a lower wage rate, they
2 are going to move up closer to the, in percentage
3 terms, to the bus operator's wage rate.

4 So what you are seeing here is that,
5 because of the way they are calculating
6 cost-of-living increases, the wage differential
7 was drifting away from the 85 percent of the bus
8 operator. And every time they reset it down, they
9 said, "People hired after this date are going to
10 be granted a wage rate that's 85 percent of the
11 bus operator's wage rate." Sometimes the timing
12 wasn't exactly right, because they tended to
13 specify the 85 percent at the beginning of the
14 contract, but the time that they were settling the
15 contract was a year or two later.

16 The biggest example of this is in 1978.
17 So you see there's -- 1979 -- there's a little
18 jump down to, not exactly to 85 percent of the
19 wage rate. That's because of the contract back
20 some years earlier, and by the time they had
21 adjusted it, the cost-of-living increase had
22 already drifted up slightly.

23 After the cost-of-living increase was
24 eliminated in Chapter 581 they adjusted this,

2001

1 readjusted the wage, once. It's been the same
2 thing ever since. The car cleaners and general
3 helpers -- I'm combining them together because
4 they are earning the same wage rate -- has
5 maintained that constant percentage of the bus
6 operator since that time.

7 MR. ROTH: Your commentary regarding
8 the role of the cost of living, the escalated cost
9 of living in changing wage relationships, applies
10 to the period prior to November of '78, the last
11 adjustment that was made. Correct? It doesn't
12 have anything to do with any of the statistics on
13 the table beyond 1978.

14 THE WITNESS: I would have to verify
15 exactly when the cost-of-living increase kicked
16 in.

17 MR. ROTH: November 1978.

18 THE WITNESS: You are correct in
19 saying that after it was eliminated it doesn't
20 have any more effect.

21 MR. ROTH: Prior to that the
22 relationships are changing because there was a
23 major rate restructuring under the Platt
24 arbitration award in 1973.

2002

1 THE WITNESS: Well, it was repeated
2 several times. I mean, several times. You go
3 through the history and several times they
4 respecify the wage rates down to 85 percent of the
5 bus operator.

6 MR. ROTH: Because of the
7 contractual restructuring of the wage, of the pay
8 rates for the car cleaners. In other words, the
9 parties negotiated or were awarded lower rates of
10 pay for that classification for persons hired
11 after specified dates?

12 THE WITNESS: Correct.

13 MR. ROTH: That's how it got there.

14 MR. BOYLE: The next exhibit is 93,
15 laborer position.

16
17 (Authority Exhibit No. 93, History
18 of wage rates for laborer position
19 marked and received in evidence)
20

21 Q. Go ahead, Mr. Zimmer.

22 A. I'm going to concentrate on the second
23 page. Once again, being a visual thinker, I see
24 the graphs better.

2003

1 Q. Go ahead.

2 A. The early part of the history prior to
3 the early 1980s is the same history that the car
4 cleaners and the general helpers have. It is that
5 there's that kind of a sawtooth pattern of
6 cost-of-living increases migrating wages up closer
7 and then resetting down lower. The difference in
8 the laborer wage rate is that in 1990 this
9 classification was also affected by the E and M
10 reorg that happened in 1990, and so on this graph
11 you will see in 1990 a jump up to a new percentage
12 of bus operator.

13
14 (Authority Exhibit No. 94, Car
15 cleaner and general helper,
16 comparison to local municipalities
17 and state agencies marked and
18 received in evidence)
19

20 Q. The next is Authority 94. This is a
21 collection of what, Mr. Zimmer?

22 A. The cover sheet is telling you what local
23 municipalities and state agencies I'm using for
24 comparisons. I have already indicated for you

2004

1 which job titles I'm using for comparisons. This
2 particular exhibit is concentrating on the car
3 cleaner and general helper.

4 The employers I'm using are going down
5 the left-hand column. The first collection is
6 going to be state agencies. There's Mass. Port
7 Authority, Department of Transportation, and I'm
8 sure I will have more to say on that, the Mass.
9 Water Resources. The Commonwealth. Those are the
10 state agencies that I'm using, with one exception.
11 One of the classifications, I'm also going to wrap
12 in the convention center authority on a further
13 exhibit.

14 And then the municipalities. These are
15 the 14 municipalities in the original MBTA service
16 district, plus Lynn and Quincy.

17 Q. Has this collection of cities and towns
18 been used as comparators by the MBTA in the
19 interest arbitrations from and after Healy?

20 A. Yes. I know certainly I did it in Peace,
21 my predecessor did it in Bloodsworth, and in Zack
22 and Healy as well.

23 Q. Okay.

24 A. Now, the union used is the union contract

2005

1 that I'm using for comparisons. If the position
2 is nonunionized, I do not use it for comparisons.
3 So if you look down this exhibit, you see Medford,
4 it's a nonunionized position. These are generally
5 custodian and janitor positions. In Medford they
6 contract that service out, so it's nonunionized
7 due to that, and I'm not using it as a point of
8 comparison.

9 So, the job titles that I'm using, and
10 also the date. Now, whenever possible I'm looking
11 at a date of comparison as of July 1, 2010, the
12 first date of this contract at issue here. There
13 are going to be a couple of cases where the
14 comparator employer does not have a contract for
15 that date, in which case I'm just using the most
16 recent stuff available.

17 And the balance of the exhibit is the job
18 descriptions for the positions that I'm using for
19 comparisons. The first -- this is double-sided
20 copy. I was attempting to save one or two trees.
21 The first position that you are going to see is
22 going to be the MBTA job descriptions. I'm
23 repeating it for your convenience for comparisons,
24 and then the job descriptions from the employers

2006

1 will follow behind them.

2 Q. Okay. Anything further on 94?

3 A. No, I don't think it's necessary to read
4 these entirely.

5 MR. ROTH: I just noticed that
6 beyond the employers that are identified in the
7 cover page we have job descriptions from the MBTA
8 as well in the document, and I'm asking whether or
9 not they are the same ones that are in Exhibit 84.

10 THE WITNESS: They are. I'm
11 repeating them for your convenience. And on this
12 particular one, one for general helper and one for
13 the car cleaner on this particular one.

14

15 (Authority Exhibit No. 95,
16 Compilation of job descriptions of
17 comparators for laborer position
18 marked and received in evidence)
19

20 Q. I have distributed 95, and this is the, I
21 take it, the same compilation of job descriptions
22 for the comparators for the position of laborer,
23 for comparison purposes.

24 A. The one note here is that on this exhibit

2007

1 I'm able to pick up the convention center
2 authority. They are a relatively small state
3 authority. They have a small work force,
4 represented by Local 3, and the only real job
5 title that they have that is comparable to what
6 I'm using is semiskilled maintenance.

7 Q. Anything else in Authority 95 that is
8 worth noting at this point?

9 A. No, I think that's it.

10

11 (Authority Exhibit No. 96,
12 Compilation of job descriptions of
13 comparators for trackman position
14 marked and received in evidence)
15

16 Q. 96 is the next exhibit. And similarly,
17 this is a similar compilation of job descriptions
18 for the comparator group for the position that
19 compares to trackmen. Is that correct?

20 A. Correct.

21 Q. I forget if I asked this question
22 inclusively, but this has been the methodology for
23 all the comparator positions going back to the
24 Healy period.

2008

1 A. Correct.

2 Q. Is there anything in particular in 96
3 that you want to call to the arbitrator's
4 attention?

5 A. Not so much. If you thumb through the
6 bottom of the exhibits you will see my handwriting
7 identifying the employer, because it's not always
8 obvious from the face of the document.

9 Q. Okay. So any handwriting on the document
10 is yours and it's for identification purposes?

11 A. It's for identification purposes, and
12 yes. And not all the handwriting, because
13 sometimes the source document I get already has
14 handwriting on it.

15
16 (Authority Exhibit No. 97,
17 Compilation of job descriptions of
18 comparators for roving stockman
19 position marked and received in
20 evidence)

21
22 Q. Ninety-seven is the next exhibit. And
23 this is the same as the previous series of
24 exhibits with the comparator group, for the

2009

1 position of roving stockman.

2 A. Correct. Once again I would like to
3 reiterate that the positions I'm using are all
4 unionized positions. And this is one case where
5 I'm able to pick up in this round of negotiations
6 a new comparator, the Massachusetts Port
7 Authority, along the top line. Their most recent
8 contract with Teamsters Local 25 has made this
9 inventory assistant position unionized, so I'm now
10 using it as a point of comparison, where in prior
11 years it was a nonunionized position, so it didn't
12 pass muster as a point of comparison.

13 Q. Okay.

14 A. And generally the stockkeeper position
15 doesn't have as many comparisons because not every
16 municipality has such a function to a dedicated
17 position.

18
19 (Authority Exhibit No. 98,
20 Compilation of job descriptions of
21 comparators for repairer position
22 marked and received in evidence)

23
24 Q. Exhibit 98 is the same, for the position

2010

1 of repairer. Is there anything in this
2 compilation, Mr. Zimmer, to call specifically to
3 the arbitrator's attention?

4 A. These are mostly positions that are
5 involved in maintaining heavy vehicles. Mostly,
6 on the municipal and state agencies side, it's
7 going to be heavy diesel equipment vehicles.

8 One thing I will point out, I'm using as
9 a comparison the Massachusetts Department of
10 Transportation, a relatively newly created entity,
11 created, I believe the legislation was passed in
12 2009. Prior to this round of contract negotiation
13 I was using the Mass. Pike as a point of
14 comparison. I have from them a mapping of all of
15 the Mass. Pike titles into the new titles, and so
16 the positions that I'm picking up are
17 predominantly going to be positions that were
18 formerly Mass. Pike people but are now working for
19 the Department of Transportation.

20
21 (Authority Exhibit No. 99, Base
22 wages, comparison of municipal
23 employers marked and received in
24 evidence)

2011

1
2 Q. Exhibit 99, and I guess the last in this
3 sequence. This begins a new sequence of exhibits,
4 Mr. Zimmer, with regard to the comparators on the
5 municipal side. Correct? Why don't you explain
6 the methodology as well as what the exhibit stands
7 for.

8 A. So this is the first of a series of
9 exhibits comparing base wages for these, both
10 employers and classifications, sort of a big
11 picture, I'm dividing up my comparisons into two
12 groups. This group is the municipal comparisons,
13 and then you will have a later series that will
14 compare the state agencies. There are going to be
15 a couple of instances where I combine the two.
16 The job title is one where I have combined the two
17 all together in one place, and one or two other
18 exhibits where I combine everything together, but
19 right now focusing on municipal employers.

20 This first page is looking at the minimum
21 weekly rates for the starting rates for each one
22 of these employers, and this exhibit is
23 concentrating on the car cleaner/general helper
24 classifications and the comparator classifications

2012	2014
<p>1 that I have identified on the earlier exhibit.</p> <p>2 Just running your eye down the left-hand</p> <p>3 side, you will see the list of employers. It is</p> <p>4 organized not alphabetically but by descending</p> <p>5 wage rate. So MBTA is up at the top. Their</p> <p>6 starting rate is over a thousand dollars a week.</p> <p>7 The next closest is Brookline at 800.11, and going</p> <p>8 down to Boston, being the lowest starting rate at</p> <p>9 \$504 a week.</p> <p>10 And then the three that don't have</p> <p>11 comparators, comparable information on them.</p> <p>12 Chelsea doesn't have this type of job description</p> <p>13 within its employees. Medford, it's a</p> <p>14 nonunionized, contracted out position. Everett is</p> <p>15 a community that I had a tough time getting</p> <p>16 information out of, so my wage information coming</p> <p>17 from Everett is coming not from wage tables but</p> <p>18 it's coming from budget documents that the town</p> <p>19 publishes as part of its budget submission and</p> <p>20 approval process. I have a top wage rate but not</p> <p>21 a starting rate, so this one is blank.</p> <p>22 You will look down, next to the name of</p> <p>23 the community there's a series of numbers. Now,</p> <p>24 these are referring you to footnotes. Now, the</p>	<p>1 actual years to maximum rate. So there's a zero</p> <p>2 there, because the MBTA doesn't have any</p> <p>3 progression, so the year you are hired you are at</p> <p>4 the top rate. Whereas in Watertown, if you get</p> <p>5 hired into this position in Watertown, it takes</p> <p>6 five years to get up to the top rate.</p> <p>7 Q. Just explain on the ratio of MBTA to</p> <p>8 comparators what the bottom number means.</p> <p>9 A. The bottom number is going to be the --</p> <p>10 I'm reporting to you an average, so if you are</p> <p>11 looking down along the bottom line, you're seeing</p> <p>12 the average -- I'm sorry. On the second page it's</p> <p>13 mislabeled as the average cleaner's maximum.</p> <p>14 MR. ROTH: While you are there, I</p> <p>15 don't have any numbers adjacent to the phrase</p> <p>16 amount by which MBTA exceeds the mean.</p> <p>17 THE WITNESS: You are right. That's</p> <p>18 missing.</p> <p>19 MR. ROTH: Is there a row missing?</p> <p>20 THE WITNESS: It could have been</p> <p>21 hidden. I have to investigate.</p> <p>22 MR. ROTH: So just ignore that?</p> <p>23 THE WITNESS: Oh, I would never</p> <p>24 ignore that.</p>
2013	2015
<p>1 numbers are going to be consistent, so the MBTA is</p> <p>2 always going to be number 17. The footnote</p> <p>3 numbers are in alphabetical order, so Arlington is</p> <p>4 always going to be number one; and it helps me</p> <p>5 when I'm creating it, it helps you when you are</p> <p>6 referring to it. And if you look at the last page</p> <p>7 where I have all the notes, you will see the</p> <p>8 notes, and then the employer is always going to be</p> <p>9 the first word.</p> <p>10 The next column is going to be ratio to</p> <p>11 the MBTA. This, again, is going to be the most</p> <p>12 important difference. I always think of it as a</p> <p>13 percentage difference. The MBTA is always going</p> <p>14 to be one, a hundred percent of itself. And then</p> <p>15 it's no surprise, when you run your eye down, it's</p> <p>16 organized in descending order until, Boston is</p> <p>17 about 50 percent of the MBTA.</p> <p>18 I'm also reporting for you the weekly and</p> <p>19 annual difference in pay.</p> <p>20 The next page is reporting for you the</p> <p>21 maximum rates of pay. Now, MBTA car cleaner, the</p> <p>22 maximum rate of pay is the same as the minimum; so</p> <p>23 they don't have any progression, is what that's</p> <p>24 telling you. The next column is telling you</p>	<p>1 THE ARBITRATOR: We'll probably get</p> <p>2 a substitute exhibit.</p> <p>3 MR. ROTH: You mentioned that this</p> <p>4 is the cleaner rate which a person is hired into.</p> <p>5 This is not a classification that is, where they</p> <p>6 call in recruits from outside the bargaining unit,</p> <p>7 is it?</p> <p>8 THE WITNESS: I don't believe so.</p> <p>9 MR. ROTH: It doesn't have a</p> <p>10 progression. These persons are hired from within?</p> <p>11 THE WITNESS: They are hired from</p> <p>12 within the authority, correct, and so their</p> <p>13 progression within the classification depends on</p> <p>14 when they started from, and I don't know that.</p> <p>15 MR. ROTH: Okay. Thank you.</p> <p>16 Q. The number .77 in the column with the</p> <p>17 ratio means what?</p> <p>18 A. It means that the average is 77 percent</p> <p>19 of what's being paid at the MBTA.</p> <p>20 If you look at the notes, you will see</p> <p>21 that -- some critical pieces of information, like</p> <p>22 number 2 in Belmont. I'm reading the entire</p> <p>23 contract, and I'm including for Belmont, they get</p> <p>24 paid a weekly stipend in lieu of a CDL stipend.</p>

2016

1 The way their contract is structured is that some
2 of their people have CDL's and get a stipend for
3 that. These people don't have access to that
4 benefit, so instead of that they are getting a
5 five-dollar stipend. I'm including that here. So
6 I'm including any stipends I can find within the
7 contract that would be generally applicable to
8 these classifications. And for the cleaners, I
9 think that's the only one for the trackmen
10 classifications. There's going to be a few more.

11 Q. The next exhibit is 100. Do you have
12 something else on 99?

13 A. So, note 17 on the MBTA, I had indicated
14 earlier the car cleaner/general helper, one
15 classification where the rate of pay is dependent
16 on your date of hire. In earlier rounds of
17 negotiation and arbitrations we have had people on
18 the payroll who were essentially grandfathered in
19 to the higher rates. This classification, there's
20 no longer anybody at a higher rate of pay because
21 of an early date of hire. Everybody is getting
22 the rate that I have printed here.

2017

1 (Authority Exhibit No. 100,
2 Comparison of wages, municipal
3 employers, laborer position marked
4 and received in evidence)

5
6 Q. Exhibit 100 is next, and this is a new
7 position, laborer. And is the methodology the
8 same as Exhibit 99?

9 A. The methodology is exactly the same, so I
10 don't have to take quite as much time talking
11 about the structure of the exhibit. I note that
12 this is one of the few cases where there's an
13 employer who is paying more than the MBTA.
14 Brookline has a starting rate of \$774 per week,
15 and the MBTA laborer at the start is earning \$721,
16 so they're getting about 7 percent more. But on
17 average the MBTA is paying their people 89
18 percent -- or the average is 89 percent of the
19 MBTA.

20 Q. Would you explain footnote 17. It's
21 going to appear in some other exhibits as well.
22 What are you saying there?

23 A. The MBTA laborer has a progression. You
24 will see on the second page that the MBTA laborer

2018

1 has a top rate of 1,099, and it takes three years
2 to get up to the maximum. So footnote 17 that you
3 highlighted, I'm showing you all of the wage rates
4 that are possible and the number of employees that
5 are at each wage rate for the MBTA.

6
7 (Authority Exhibit No. 101,
8 Comparison of wages, municipal
9 employers, truck drivers marked and
10 received in evidence)

11
12 Q. Exhibit 101 has to do with truck drivers.
13 The question, again, the same leading question, is
14 it the same methodology that you have testified to
15 already with regard to a different position?

16 A. It's the same methodology, correct. At
17 the starting rate the MBTA is the highest paid.
18 And then the nearest one is Brookline; their wage
19 rate is 74 percent of the MBTA's. And the average
20 is 63 percent of the MBTA's, going down the next
21 page.

22 Q. Is there anything specifically with
23 regard to the footnotes that you want to call to
24 the arbitrator's attention?

2019

1 A. What I'm picking up here in the footnotes
2 is a good number of these municipalities offer
3 their people stipends if they have CDL's. Since a
4 CDL is a requirement for this position at the MBTA
5 I'm including all of those types where possible.

6
7 (Authority Exhibit No. 102,
8 Comparison of wages, municipal
9 employers, stockman classifications
10 marked and received in evidence)

11
12 Q. Exhibit 102 is the next in the sequence,
13 having to do with stockmen.

14 A. Stockman classifications, there's not as
15 many of them in terms of points of comparison.
16 I'm showing you what there is out there. Once
17 again, on the first page, the MBTA is the highest
18 paid. The others within the local municipalities
19 are ranging from 79 percent of the MBTA down to
20 the City of Boston, starting rate of 37 percent.

21 On the next page I'm showing you the
22 maximum rates. The MBTA doesn't have any
23 progression. Places like Newton and Cambridge
24 have a six-year progression to get up to the top,

2020

1 and Boston has an eight-year progression to get up
2 to the top.

3 The nearest competitor is going to be at
4 79 percent. The City of Boston is down at the
5 bottom, 51 percent of the MBTA.

6
7 (Authority Exhibit No. 103,
8 Compilation of wages, municipal
9 employers, repairman classification
10 marked and received in evidence)

11
12 Q. The next exhibit is Exhibit 103, and this
13 has to do with the repairman classification
14 comparisons.

15 A. Correct.

16 Q. Is there anything in particular that you
17 wish to call to the arbitrator's attention with
18 regard to this classification and these
19 comparators?

20 A. Again, the MBTA is the highest paid
21 amongst all these comparators. The starting rate
22 is exceeding the average; the average is 76
23 percent of the MBTA's. At the top rate, the MBTA
24 has a progression for repairman. It takes two

2021

1 years to get up to the maximum. You have towns
2 like Quincy that have a ten-year progression for
3 these positions. And the MBTA is once again the
4 highest paid employer represented here.

5 Q. Exhibit 104 is the next.

6 A. So if I could look in the note on
7 Cambridge, number 5.

8 THE ARBITRATOR: 103 still?

9 Q. On 103? Okay. What is it about
10 Cambridge?

11 A. Cambridge has a provision in their
12 contract whereby their repairpersons get more
13 money if they have ASE certifications. These are
14 the certificates of competency, we will call them,
15 for a particular aspect of maintenance of
16 vehicles, and I'm including an arbitrary amount.
17 I said the people are going to have the five, and
18 I'm including that in their wage rates. So five
19 times the 40 cents, effectively increasing their
20 hourly rate by two dollars an hour, to do that.
21 And even when I do that the MBTA is still
22 exceeding the amount. There's a maximum amount
23 that can be had in the City of Cambridge contract.
24

2022

1 (Authority Exhibit No. 104, Night
2 shift comparisons marked and
3 received in evidence)

4
5 Q. 104 is the next exhibit, and it has to do
6 with night shift.

7 MR. ROTH: Before you go on, can I
8 ask a couple of questions?

9 MR. BOYLE: Yes.

10 MR. ROTH: On 101, where you have
11 both truck drivers and maintenance equipment
12 operators, are the wage rates shown for the cities
13 and towns for the truck driver or the MEO or both?
14 How do we tell which?

15 THE WITNESS: Motorized equipment
16 operator, the classification I'm using, is what's
17 laid out on Authority 96.

18 MR. ROTH: I thought I saw it in
19 both of them.

20 THE WITNESS: Not for any one
21 particular employer. If you look at 96, for each
22 employer there's going to be one classification
23 that's being used, but it might have a bunch of
24 words attached to it. So if you look for instance

2023

1 at Malden --

2 MR. ROTH: So we can go by the cover
3 page for the titles that will be used?

4 THE WITNESS: Yes.

5 MR. ROTH: Do I assume correctly
6 that all these employees work a 40-hour work week?

7 THE WITNESS: Yes. There's some
8 contracts that have both 40 and 37-and-a-half hour
9 work weeks, but all of the employees listed here
10 are 40 hours a week.

11 MR. ROTH: Thanks. That's it.

12 Q. The next exhibit is 104. This has to do
13 with night shift. And explain the exhibit,
14 please.

15 A. This is just laying out for you what the
16 night shift provisions are for the comparison
17 employers here. What we have for night shift
18 differential for the MBTA is a 115 percent
19 differential for rail and automotive maintenance
20 personnel, and seven for eight, seven hours work
21 for eight hours pay for other miscellaneous
22 classifications. Transportation people don't have
23 a night shift for them. That's the only night
24 shift differential.

2024

1 If you just run your eye down this
2 column, it's organized alphabetically. You will
3 see that the night shift provisions, like in
4 Arlington, are in the neighborhood of 40 to 30
5 cents an hour. Boston, \$20 a week, about 50 cents
6 an hour for the entire week. Nine dollars a
7 night, slightly more than a dollar an hour for
8 Brookline. Lynn and Quincy are relative outliers
9 at ten percent. And the places where it's blank
10 means that it's not located within the contract, I
11 couldn't find a night shift differential within
12 the contract. My assumption would be then that it
13 doesn't exist.

14 The same sort of thing for weekend shift,
15 is that the 589 contract doesn't have a weekend
16 shift provision anywhere within it. Some of these
17 contracts do. You see, like for Boston it's 60
18 cents an hour. But the weekend shift is
19 relatively less common than even the night shift.

20 I have a series of footnotes here that
21 fleshes out some of these proposals a little bit,
22 tell you things like what hours need to be worked
23 in order to be eligible for this. Sometimes it's
24 just on the third shift and sometimes there's just

2025

1 a block of hours. If you look at like Everett,
2 between six p.m. and six a.m. that these people
3 will be getting it.

4 The one thing that I can't tell you is
5 how many of these municipal employees actually
6 work on the night shift. So we have at the MBTA
7 people who are always working on the night shift.
8 The vehicle maintenance people do a lot of
9 maintenance on the vehicles when they are not
10 being used at night. The maintenance of way
11 people do a lot of maintenance out on the tracks
12 at night when it's not being used. So there's a
13 significant population of people who are earning
14 night shift.

15 When I'm looking through the municipal
16 contracts I can't tell how many people are
17 actually working on the nights or if it's just a
18 special occasion type thing. If you have a water
19 department that needs to fix a broken main, it
20 happens a few times a year, it's not a constant
21 thing that is happening to these employees. The
22 one exception to that is occasionally you will see
23 contracts that refer to city street sweepers
24 within the public works departments, and that's

2026

1 something that is seasonal. I know, where I live
2 in Arlington, they go out just in the summertime
3 and sweep the streets at night.

4 The same thing can be said for weekends,
5 is that I can't imagine an employer like Chelsea
6 has double time on Sunday. I can't imagine that's
7 a regular occurrence; it has to be a special
8 thing, or if there's a snowstorm, that they need
9 to have their people out on the streets.

10 The point of all that is that when you
11 are thinking about a night shift provision, one of
12 the critical pieces of information is going to be
13 how much of an impact, economic impact, is it
14 going to be. And if you are making comparisons
15 between the municipal employers, they might have a
16 relatively generous provision, but if it's not
17 being utilized that often, it has a relatively
18 minor economic impact.

19 So we can't take comparisons from these
20 contracts and apply it to the MBTA because we
21 don't have information as to how often it gets
22 utilized. I'm just reporting for you what is in
23 the contracts, and saying that the generous
24 provisions that are being listed here, we don't

2027

1 know how often it's getting used, so I can't tell
2 you what kind of economic impact it would have.

3 MR. ROTH: We can't tell from the
4 exhibit to whom these provisions apply; that is to
5 say, which classifications. So can you give any
6 intelligence to that matter?

7 THE WITNESS: Well, you see for
8 Arlington, they divide things up by
9 classification.

10 MR. ROTH: That one is clear but the
11 others are not.

12 THE WITNESS: The others it would
13 just be general to the contract. So the
14 assumption would be it applies to the entire
15 bargaining unit.

16 MR. ROTH: But which contract, since
17 you have several?

18 THE WITNESS: The one that is
19 specified on the introductory exhibits.

20 Now, I will point to you -- thank
21 you for pointing that out. There are two
22 employers where I have had to draw from two
23 different classifications. So, as you see Newton,
24 there's MEA, which stands for their Municipal

2028

1 Employees Association, and their AFSCME unit. I
2 have some classifications coming from the MEA and
3 some classifications coming from AFSCME, but
4 because I'm tracking the two different contracts,
5 I'm showing the two different benefits that there
6 are.

7 MR. ROTH: So those aren't separate
8 shifts. Those are separate bargaining units.

9 THE WITNESS: Separate bargaining
10 units, yes. And Watertown, it's the same; they
11 have an SEIU unit and a Teamsters unit. Those are
12 two separate contracts and they have two different
13 benefits. If you want to know which
14 classifications are coming from which unit, you
15 have to look at the introductory exhibits, and
16 they will tell you which unit I'm tracking for
17 these classifications.

18 MR. ROTH: But clearly these are
19 not -- this would not be a differential applied to
20 like the firefighters or police?

21 THE WITNESS: No, no. It's the
22 units.

23 MR. ROTH: And are these paid for
24 the second shift or the third shift?

2029

1 THE WITNESS: I have that
2 information. It's listed in the footnotes.

3 MR. ROTH: If there's no information
4 there, what should be assumed? Anything?

5 THE WITNESS: There's relatively few
6 that don't have any information, and it would be
7 for third shift.

8 Q. Brookline appears to be one that does
9 not. The rest seem to.

10 A. Well, Medford has -- there's no footnote
11 for Medford. In Newton, AFSCME. Quincy, I don't
12 have footnote. Just for the third shift, if it's
13 in the contract.

14
15 (Authority Exhibit No. 105, Wage
16 increases in contracts for municipal
17 employers marked and received in
18 evidence)

19
20 Q. The next exhibit is 105. Explain this
21 exhibit for us, please.

22 A. This exhibit is laying out for you the
23 wage increases that are contained within the
24 contracts for the municipal employees. And I'm

2030

1 showing you wage increases whenever I have records
2 that exist.

3 So on the introductory exhibits I'm
4 showing you the contracts that I'm using for the
5 points of comparison, and I'm trying to target
6 July 1, 2010. But because I have been doing this
7 for a while, I have a little bit of a catalogue of
8 these contracts, and I've gone into my cataloguing
9 and history and pulled out the wage increases for
10 you. So, Arlington, I have history going back to
11 2004 and probably earlier that I'm not reporting
12 here. Boston, once again, I have a history that
13 goes all the way back. So what you are seeing
14 here is not one contract; it's many.

15 I'm also --

16 Q. What bargaining units?

17 A. So the bargaining units are going to be
18 listed on the introductory exhibits. There's two
19 employers that I'm tracking two different
20 bargaining units. Newton, the first one is the
21 MEA, Municipal Employees Association. The second
22 one is AFSCME.

23 Q. Okay.

24 A. I'm also, most of the time you will see,

2031

1 for each employer and each year, you will see a
2 single percent number. That's just telling you
3 what the increase in base wages is for that year.
4 It's not telling you when during the fiscal year
5 it is. I'm not tracking that fine information
6 here.

7 Occasionally you will see two different
8 numbers. Like in Arlington, for 2008, you will
9 see three plus 0.5 percent. That means they had
10 two different increases. And it's not indicated,
11 but there is a footnote for Arlington, and that
12 particular .5 percent is, it's not that they had a
13 split wage increase. They granted these people an
14 additional .5 percent for agreeing to increases in
15 health care co-pays.

16 So I'm showing for you other significant
17 wage events that are happening within the
18 contract. Sometimes it's split increases. Like
19 in fiscal '06 in Boston, you have two and a half
20 percent and a one percent. That one percent, my
21 footnote says, is back-loaded sometime toward the
22 end of the year. Belmont, 2010, three percent
23 plus a new step. That meant they have expanded
24 their wage progression scale by a new step.