

RESOLUTION NO. 1986- 310

AUTHORIZING THE GENERAL COUNSEL TO TAKE THOSE LEGAL ACTIONS HE DEEMS APPROPRIATE TO PROTECT THE RIGHTS OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND TO TERMINATE THE CONTRACT BETWEEN THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY AND EAST BOULEVARD CLEANERS

WHEREAS, Resolution 1984-86 authorized a contract between the Greater Cleveland Regional Transit Authority and East Boulevard Cleaners, Inc. for the furnishing of shop garments on a rental basis; and

WHEREAS, East Boulevard Cleaners, Inc., has neither performed the service nor provided the garments required under the contract; and

WHEREAS, East Boulevard Cleaners, Inc. provided the Greater Cleveland Regional Transit Authority with a Surety Bond issued by Merchants & Manufacturers Insurance Company; and

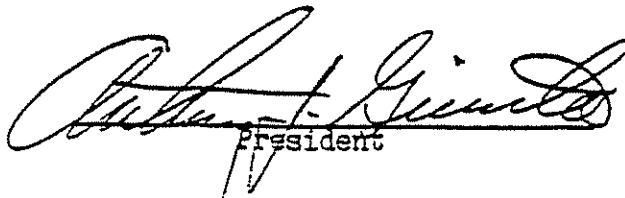
WHEREAS, by order of the Court of Common Pleas of Franklin County, Ohio, said bond was cancelled as of 12:01 a.m. September 11, 1986; and

WHEREAS, Merchants & Manufacturers Insurance Company as Surety for East Boulevard Cleaners, Inc. assumed certain financial and managerial responsibilities in the performance of the contract; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

1. That East Boulevard Cleaners has failed to adequately perform its contract with the Greater Cleveland Regional Transit Authority.
2. That the General Counsel be and he is hereby authorized to take whatever legal actions he may deem appropriate to protect the rights and interests of the Greater Cleveland Regional Transit Authority in all matters relating to the contract between the Greater Cleveland Regional Transit Authority and East Boulevard Cleaners, Inc.
3. That this Resolution is effective immediately upon its adoption.

Adopted: November 3, 1986

  
President

Attest:

  
Secretary/Treasurer

ARTICLE III (continued)

Section 5: Work Clothing

Effective January 1, 1980, six (6) sets of laundered work clothing will be supplied every two (2) weeks to permanent mechanical employees whose duties are of such nature as to require them to wear clothing to protect them against grease and grime. Each set of work clothing will consist of one (1) shirt and one (1) pair of trousers.

Employees will be considered eligible to receive such clothing when certified by their department heads and approved by the Personnel Director.

Section 6: Tool Allowance

Effective January 1, 1986, all employees in Grade Four (4) or higher who are required by the Authority to furnish a set of tools used in the performance of their work shall receive an annual allowance of two hundred dollars (\$200.00) for maintenance and replacement of such tools.

Effective January 1, 1987, the Authority will contribute two hundred twenty-five dollars (\$225.00) for maintenance and replacement of such tools.

Effective January 1, 1988, the Authority will contribute two hundred fifty dollars (\$250.00) for maintenance and replacement of such tools.

Any employee promoted to a Grade Four (4) job and who is required by the Authority to furnish a set of tools used in the performance of that job shall receive a tool allowance pro-rated from the effective date of the promotion.

Section 7: Fill-In

Whenever a non-operating hourly rated employee is requested by Management to fill-in for an employee in a higher classification, and such employee performs the work of the higher classification, he/she shall be paid the rate of the beginning step of the higher classification for the hours that he/she fills in as requested.

Section 8: Special Provisions for Separate Non-Operating Departments

A. Equipment Department

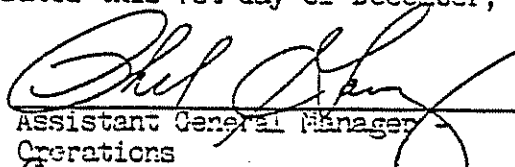
1. Wash Up - Employees shall be allowed ten (10) minutes per day to put tools away and wash up.
2. Vacancies - When a vacancy occurs in any classification at any garage, employees within that classification shall be allowed to transfer within the grade, providing this is done on a seniority basis.
3. Picking Work Schedules - Employees shall have the right of selecting their work schedule at each garage, the day shift, the afternoon shift or the night shift, according to their seniority and their respective classification. They shall have the right of selection four (4) times a year in March, June, September and December.

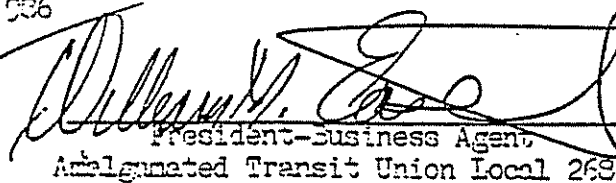
MEMORANDUM OF UNDERSTANDING AND AGREEMENT

The Amalgamated Transit Union Local 268 and the Greater Cleveland Regional Transit Authority do hereby agree to the following:

1. In lieu of the obligations set forth in Article III, Section 5, Work Clothing, the Greater Cleveland Regional Transit Authority shall provide to those employees considered eligible to receive an allowance for the purchase of six (6) sets of work clothing consisting of one (1) shirt and one (1) pair of trousers per set.
2. That the allowance shall cover the cost of the uniforms selected by a committee of representatives from both Union and the Authority.
3. The Union and the Authority agree to designate their appointees within one (1) week of the execution of this agreement.
4. The Authority shall pay a maintenance charge of one hundred and four dollars (\$104.00) per annum based at the rate of two dollars (\$2.00) per week.
5. One (1) year following the initial payment of uniform allowance, the Authority shall pay an allowance equivalent to the cost of two (2) sets of uniforms upon the presentation of a voucher showing proof of purchase.
6. The Authority shall have the right to issue rules governing the wearing and appearance of the uniforms issued.
7. Newly-hired employees shall be issued an allowance for six (6) sets of uniforms and given a pro rata maintenance allowance. They shall be required to have their uniforms within thirty (30) days of employment.
8. This agreement constitutes a side-bar agreement governing the parties herein until July 31, 1936, but it shall not constitute the reopening of the Conditions of Employment existing between the Union and the Authority.
9. This agreement shall be subject to ratification and approval by the Board of Trustees of the Greater Cleveland Regional Transit Authority.


Dated this 1st day of December, 1936

  
Assistant General Manager -  
Operations

  
President-Business Agent  
Amalgamated Transit Union Local 268

  
Director of Personnel

  
First Vice-President

  
First Associate Counsel

  
Secretary-Treasurer