

RESOLUTION NO. 1987- 214

RATIFYING AND APPROVING A CONTRACT
BETWEEN THE GCRTA AND THE FRATERNAL
ORDER OF POLICE, OHIO LABOR COUNCIL,
GOVERNING THE RATES OF PAY AND
CONDITIONS OF EMPLOYMENT FOR
TRANSIT POLICE OFFICERS, SERGEANTS,
SECURITY GUARDS AND MONITORS

WHEREAS, the Fraternal Order of Police, Ohio Labor Council, is the duly certified collective bargaining unit for Transit Police Officers, Transit Police Sergeants, Security Guards and Security Monitors; and

WHEREAS, through negotiations and a Report of a Fact-Finder appointed pursuant to O.R.C. 4117.01 et seq., a Collective Bargaining Agreement has become operative under the law.

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

Section 1. The Collective Bargaining Agreement between the GCRTA and the Fraternal Order of Police, Ohio Labor Council, be and it is approved and ratified.

Section 2. That an expenditure of funds necessary for all wages and benefits provided for in said agreement be and is hereby authorized.

Section 3. That said agreement is incorporated herein and made a part of this Resolution as though fully set forth herein.

Section 4. That the General Manager or his designate be and he is hereby authorized to execute said agreement on behalf of the Authority.

Section 5. That this Resolution is effective immediately upon its adoption.

ADOPTED: September 1, 1987


PRESIDENT

ATTEST:


SECRETARY-TREASURER

Attachment: Collective Bargaining Agreement - GCRTA and FOP

COLLECTIVE BARGAINING AGREEMENT

GREATER CLEVELAND REGIONAL
TRANSIT AUTHORITY

AND

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL

EXPIRING JANUARY 31, 1989

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PART I

ARTICLE 1 - PURPOSE OF PROVISIONS

The purpose of these conditions are: to assure adequate and dependable local transit service to the public; to provide the employees with working conditions as good as may be reasonably possible; to protect the interest of the Employer and the public; to provide a procedure for adjusting grievances or disputes arising from or pertaining to employment at the Greater Cleveland Regional Transit Authority; to prescribe the wage rates and working conditions for employees to whom these conditions are applicable; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the Employer and the employees.

ARTICLE 2 - EMPLOYEES' REPRESENTATIVES

The Greater Cleveland Regional Transit Authority recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., as the exclusive bargaining representative for all employees in Security Officers in Grade 1, Security Monitors in Grade 2, Transit Police Officers in Grades 3 and 4 and Transit Police Sergeants in Grade 5, now and hereafter employed by RTA for duration of this agreement.

For the purposes of discussing and conferring with respect to any matter which concerns the employer-employee relationship but subject to such other conditions, rules and provisions of law as may be properly applicable thereto, the Board of Trustees, or its representatives duly authorized in the premises, will meet with such persons associated with the Fraternal Order of Police, Ohio Labor Council, Inc., as may be duly designated by such Union to act upon behalf of those employees of the Greater Cleveland Regional Transit Authority who have completed the probationary period as described by the Merit System Rules, whose occupations are listed in the wage schedules in Appendix "A", and who are represented by said Union.

ARTICLE 3 - FAIR SHARE

Section 1

It is hereby agreed between the RTA and the Labor Council that thirty (30) days following the beginning of employment or the effective date of this agreement whichever is later, all full-time Police Officers, Security Officers, Security Monitors and Police Sergeants shall either become a dues paying member of the Labor Council, or remit a fair share fee in an amount equal to the dues of the Labor Council, on the basis of automatic monthly payroll deductions.

The RTA agrees to remit all dues and fair share fees directly to the Fraternal Order of Police, Ohio Labor Council, Inc., 4222 East Broad Street, Columbus, Ohio 43213, on a monthly basis.

PART I (continued)

Section 2

Any non-member of the Labor Council may exercise the option provided in Section 4117.09 C of the Revised Code for charitable contributions.

Section 3

Any non-member of the Labor Council may apply for reimbursement of a portion of their dues, not used for labor purposes, to the reimbursement of committee of the Labor Council as provided in Section 4117.09 of the Ohio Revised Code and the Constitution and By-Laws of the Labor Council.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1

Except where otherwise provided in this Agreement, the RTA maintains the right and responsibility to:

(1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the RTA, standards of services, its overall budget, utilization of technology, and organizational structure.

(2) Direct, supervise, evaluate or hire employees;

(3) Maintain and improve the efficiency and effectiveness of RTA operations.

(4) Determine the overall methods, process, means, or personnel by which RTA operations are to be conducted.

(5) Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote or retain employees.

(6) Determine the adequacy of the work force.

(7) Determine the overall mission of the RTA as a unit of government.

(8) Effectively manage the work force.

(9) Take actions to carry out the mission of the RTA as a governmental unit.

ARTICLE 5 - NON-DISCRIMINATION

Section 1

Neither the RTA, its agents, agencies or officials, nor the Labor Council or its agents or officers will discriminate against any employee on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation, union activity, or handicap.

PART I (continued)

Section 2

All references in this Agreement to the male gender shall be construed to be equally applicable to females.

ARTICLE 6 - HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article nor effect any interpretation of any such Article.

ARTICLE 7 - COMPLIANCE WITH OTHER REGULATIONS

The Employer and its employees or their representative shall comply with all applicable laws, valid rules, regulations and orders of the State of Ohio, and therefore, nothing contained in these conditions shall be construed to conflict or be inconsistent with such applicable laws, rules, regulations or orders.

ARTICLE 8 - RATIFICATIONS AND ELECTIONS

Section 1

The Labor Council shall be permitted, with prior notification to the Department Head, to place a ballot box at RTA Police Headquarters for the purpose of collecting bargaining unit members ballots on all Labor Council issues, ratifications and elections.

Section 2

Such ballot box shall be the property of the Labor Council and neither the ballot box or any ballots shall be subjected to the review of the RTA or its administrators.

Section 3

Ballot box shall be removed as soon as practicable after all issues have been determined.

ARTICLE 9 - LABOR COUNCIL REPRESENTATION

Section 1

For the purpose of member representation and continuity of service the RTA shall permit Labor Council representatives the ability to flex their hours when necessary.

PART I (continued)

Section 2

The RTA shall grant two (2) days of uncompensated leave to the Labor Council for use by Council representatives to attend as delegates to the Annual Labor Council Conference. Such leave, though uncompensated, shall be in addition to any scheduled time off, however, at the delegate's requests, Conference leave may be taken in conjunction with or during scheduled time off. Request for leave shall be made at least ten (10) days in advance and not unreasonably denied.

ARTICLE 10 - DISCIPLINE

Section 1

Violations of rules and regulations necessary to effect adequate and efficient operation in the public interest will constitute just cause for discipline or discharge. Employees or their representatives shall not attempt to interfere with or limit the RTA in the discipline or discharge of employees who may be disciplined or discharged to present as a grievance, pursuant to the grievance procedure, herein set forth, the question as to whether the discipline or discharge was for just cause.

Section 2

Any discipline imposed for dishonesty, the use and/or possession of drugs and/or narcotics for which the possession could be charged with a criminal offense, habitual intoxication, however induced, or for working while under the influence of alcohol or any other substance which impairs the ability to perform assigned duties, shall be subject to appeal at Step 3 of the Grievance Procedure set forth, and if not resolved, may be taken to arbitration.

Section 3

Except in cases in which an employee is charged with a major offense or serious infraction of an RTA rule, such as a charge involving but not limited to a potential damage or danger to employees, equipment, passengers or other persons, gross insubordination, use or possession of alcohol or drugs, as defined above, and dishonesty, disciplinary action (days off), when appealed, shall not become effective until the grievance has been heard at Step 3 of the Grievance Procedure herein set forth or unless it has been resolved at Step 1 or Step 2 of the procedure.

PART I (continued)

ARTICLE 11 - GRIEVANCES

Any employee to whom these conditions are applicable who feels aggrieved because he/she has been discharged or suspended by the Employer or because of what he/she believes is a misapplication or misconstruction of the terms or intent of the Conditions of Employment herein provided for may proceed in the following manner (unless any step is waived by mutual consent), provided that orders of authorized representatives of the Employer shall be complied with while carrying out the grievance procedure.

A. Step 1. An employee may present a grievance personally or through a representative of the Fraternal Order of Police, Ohio Labor Council, Inc., a member thereof. The grievance shall be presented in writing to the Field Supervisor within one (1) week of the event which is the source of the grievance. Such written grievance shall set forth specifically the alleged acts, act or failure to act giving rise to the grievance as well as the specific provision(s) of the Conditions of Employment alleged to have been violated by employer. Every effort shall be made to settle grievances in Step 1.

B. Step 2. Appeal from the answer of Field Supervisor shall be made to the Director of Security within one (1) week of the date of answer by the Field Supervisor. The complainant or his/her representative shall be notified of the time and place of a hearing which shall take place within three (3) days of the date on which the appeal is made. The employer or his/her representative shall be notified of the decision by the Director of Security within one day of the date of the hearing.

C. Step 3. Appeal from the decision of the Director of Security may be made to the Personnel Director within one (1) week of the date upon which notification has been given of the decision of the department head. The Personnel Director shall notify the complainant or his/her representative and shall conduct a hearing on the matter within three (3) days after the appeal is made. The Personnel Director shall make a written decision and shall deliver it to the employee or his/her representative within one day from the date of hearing.

D. Step 4. Appeal to the appropriate appointing authority of the employee involved shall be made in writing no later than one (1) week after notice of the decision by the Personnel Director. The appointing authority shall notify the complainant or his/her representative and shall conduct a hearing on the matter within one (1) week after the appeal is made. The appointing authority shall make a written decision and deliver it to the employee or his/her representative within three (3) days from the date of hearing.

PART I (continued)

E. Step 5. Any member of the Union may request that appeal from the decision of the appointing authority be submitted to arbitration hereinafter provided for. Any such request shall be made, in writing, and filed with the appointing authority no later than two (2) weeks after the date of the decision by the appointing authority. The arbitration committee shall proceed as hereinafter more particularly set forth and shall submit a decision with respect to such grievance to the parties.

ARTICLE 12 - ARBITRATION

Any dispute, claim, grievance or difference between any employee or employees of the Greater Cleveland Regional Transit Authority who have chosen to be represented with respect thereto by the Fraternal Order of Police, Ohio Labor Council, Inc., on the one hand, and the Management of the Greater Cleveland Regional Transit Authority, on the other hand, which may arise out of, or relate to, any condition of employment contained herein, at the request of either party to any such dispute, claim, grievance or difference shall be submitted to an arbitration committee for consideration and determination.

- A. The request that the matter be referred to arbitration shall not be made until such employee or employees or the representative of such employee or employees on the one hand and the Management on the other hand shall have conferred with respect thereto and have attempted to settle and resolve the matter over a period of at least ten (10) days, prior to such request, and in the case of a grievance, not until the several steps provided for in the grievance procedure have been complied with.
- B. Such dispute, claim, grievance or difference shall be concerned with one or more of the following matters:
- 1) The interpretation, construction, applicability or intent of any condition of employment set forth herein.
 - 2) Demands on behalf of the employees or the Management for changes in the Conditions of Employment.
 - 3) A determination as to whether a particular matter is, or is not, a grievance, subject to the procedure provided for in Section 5 thereof.
 - 4) A determination as to whether or not a particular alleged difference, dispute, claim, or grievance is properly referable to an arbitration committee.

PART I (continued)

Disputes arising between Greater Cleveland Regional Transit Authority and any employee or between Greater Cleveland Regional Transit Authority and the Union, which cannot be settled by the Greater Cleveland Regional Transit Authority and the employee or the Union within the prescribed time contained in the Agreement, may be referred by the Greater Cleveland Regional Transit Authority or Union to an arbitration committee for consideration and determination.

Upon notice, in writing, served by such party on the other of intent by that party to refer the dispute to an arbitration committee, each party shall, within two (2) days, select one member of the arbitration committee, and the two (2) members thus chosen shall select a third member from the membership list of the National Academy of Arbitrators who shall serve as chairman. Should the two (2) members be unable to agree upon the appointment of the third member within five (5) days, the parties shall then, within an additional five (5) days, endeavor to agree upon a method by which a third, or neutral, member shall be appointed, and failing such agreement either party may request the Federal Mediation and Conciliation Service to furnish a list consisting of seven (7) members of the National Academy of Arbitrators who are currently available to serve from which the third arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination, and, thereafter, each shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the third arbitrator. The decision of the majority of the arbitration committee shall be final, binding, and conclusive. The salaries and expenses of the third member of the arbitration committee shall be borne equally by the parties to the proceeding, and all other salaries and expenses shall be paid by the party incurring them.

ARTICLE 13 - CITIZENS COMPLAINTS

Section 1

No employee of the bargaining unit shall be compelled to make a statement, either oral or written, about a complaint until they have been advised of the complaint and the possible discipline action to be taken by the RTA, if the complaint is sustained.

Section 2

No Complaint or reference thereto shall be placed in a bargaining unit member's personnel file, unless it is a written signed complaint.

Section 3

Complaints over three (3) years cannot be used for any disciplinary action.

PART I (continued)

ARTICLE 14 - HEALTH AND SAFETY

The RTA agrees to comply with all applicable Local, County, and State, safety and health rules, regulations and laws. Where there is good and sufficient evidence that safety standards are not being complied with, the Labor Council shall first present its evidence to the Safety and Professionalism Committee for appropriate action and correction. If the RTA Safety Committee fails or is unable to correct the violation, the Labor Council may submit the matter to the Grievance Procedure specified herein.

ARTICLE 15 - PERSONNEL FILES

Section 1

Any employee in the bargaining unit shall be permitted to review their personnel file on an annual basis and in addition in connection with or in response to any pending grievance or official matter.

Section 2

Should any employee in the bargaining unit, upon inspection of their personnel file, come across material of a negative or derogatory nature, may provide a written and signed comment in rebuttal, mitigation, or explanation of said material. Any written comment shall remain in the employee's file as long as the negative or derogative material remains.

Section 3

All disciplinary action three (3) years or older shall not be considered in any pending disciplinary procedure.

Section 4

If information is shared with any news media or anyone outside the Management of the RTA, from an employee's personnel file, that employee shall be notified in writing as soon as possible.

Section 5

No photograph shall be released from an employee's personnel file without the employee's approval.

ARTICLE 16 - MERIT SYSTEM RULES

Where not specifically modified by this agreement, the RTA agrees to conform with and follow all policies and procedures set forth in the Merit System Rules of the Greater Cleveland Regional Transit Authority.

PART I (continued)

ARTICLE 17 - SAFETY AND PROFESSIONALISM COMMITTEE

Section 1

It is the desire of the RTA and the Labor Council to maintain the highest standards of safety and professionalism in the RTA Police Department.

With this intent, the RTA and the Labor Council shall each appoint two (2) members to a Safety and Professionalism Committee. The Committee will meet at least semi-annually and discuss any issues which either party wishes to raise, relating to the RTA Police Department, except grievances currently being processed.

Section 2

Meetings shall be scheduled at mutually convenient times and schedule flex for members of the Committee shall not be unreasonably denied.

Section 3

Safety and Professionalism Committee meetings shall be scheduled within ten (10) working days of a request to meet by either the RTA or the Labor Council.

ARTICLE 18 - BULLETIN BOARD

Section 1

The RTA shall furnish and maintain for the duration of this Agreement a Labor Council bulletin board on the RTA Police premises.

Section 2

There shall be no posting of matter which is determined by the RTA to be defamatory to the RTA or any of its employees.

Section 3

Official bulletins and notices from the RTA shall be afforded space and shall be posted on the bulletin board.

ARTICLE 19 - COPIES OF AGREEMENT

The RTA shall print copies of this agreement at RTA expense and shall provide one (1) copy to each employee covered in the agreement.

ARTICLE 20 - CONTINUITY OF SERVICE

A. The Labor Council shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slow down, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the Authority. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with, subject to grievance appeal.

PART I (continued)

B. The Labor Council shall, at all times, cooperate with the Authority in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1 of this Article. In the event any violation of Paragraph A of this Section occurs, the Union shall notify all employees that the strike, job action, concerted "sick" leave, slow down, picketing, work stoppage, or other interference of any operations of the Authority is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall advise all employees to return to work or to end such interference at once.

C. The Authority shall not lock out employees for the duration of is Agreement

ARTICLE 21 - DURATION

Section 1

These conditions shall remain in effect until January 31, 1989 and shall continue in effect from year to year thereafter unless modified by future negotiations and approved by the membership of the bargaining unit and the Board of Directors of the RTA.

PART II

ARTICLE 1 - SENIORITY

Seniority for all purposes of this agreement, except reduction in force or layoff is defined as an employee's position in ranking with all other employees of the same classification. If two (2) or more employees are appointed on the same date in the same classification, seniority ranking shall be determined by test grade for that classification. If grades should be equal, total service time with RTA shall be the determining factor.

ARTICLE 2 - SHIFT SELECTION & DAYS OFF

Section 1

The basic patrol of the RTA Police consisting of three platoons including patrolmen and security monitors but not including security guards shall work on a counter clockwise rotating shift which shall rotate on the first day of each month. Provided, however, up to a maximum of five positions on each shift shall be exempt from the requirement to rotate and said positions shall be selected on a seniority basis. Persons who have selected a non-rotating shift shall pick their shift annually on a seniority basis. If there are fewer than five officers per shift who desire to pick a non-rotating position, said position(s) shall be filled by person(s) on a rotating basis. The right to pick under this section shall relate solely to the pick of shift and not to the right of duty selection or assignment. Duty assignment is specifically reserved to the Director of Security or to his designee.

Section 2

Two (2) consecutive rotating days off.

PART II (continued)

Section 3

Vacation/holidays (all days to be merged so that employees have at the beginning of the year "x" number of total days off to be selected on a yearly basis.) Two (2) employees per shift allowed off by the Director of Security.

Section 4

Platoons to be permanently staffed except for emergencies.

Section 5

Shift schedules to be: 1st shift — 12:00 a.m. to 8:00 a.m.; 2nd shift — 8:00 a.m. to 4:00 p.m.; 3rd shift — 4:00 p.m. to midnight.

Section 6

Disagreements arising from the implementation of this contract shall be discussed by a Labor Council Staff Representative and the RTA Legal Staff.

ARTICLE 3 - OVERTIME ASSIGNMENTS

Section 1

In addition to overtime during the normal work day, the following overtime guidelines shall apply.

Section 2

Reasonable overtime may be required of members of the bargaining unit.

Section 3

When a member of the bargaining unit, in an off-duty status, is required to report for court or the Claims Department of the RTA, they shall be compensated a minimum of three (3) hours plus one (1) hour travel time, or actual time, whichever is greater. All fee vouchers shall be endorsed and turned over to the Director of Security and a receipt will be issued.

Section 4

When an employee of the bargaining unit is in an off-duty status and is requested to report to work, and so reports, they shall be compensated a minimum of four (4) hours, or actual time, whichever is greater.

PART II (continued)

ARTICLE 4 - HOURS OF WORK AND OVERTIME

Overtime at one and one-half (1-1/2) times the hourly rate shall be paid for all hours of work or parts thereof in excess of forty (40) straight time hours of work in any one week. But, in no case, shall an hour which has been recognized as an overtime hour for one purpose be considered as an overtime hour a second time. The basic and guaranteed work week for all employees shall consist of five (5) consecutive days of eight (8) hours each.

ARTICLE 5 - TRADING OF DAYS & HOURS OF WORK

Section 1

With approval of their shift field supervisor, an employee of the bargaining unit may trade up to six (6) days per year of scheduled shifts or days off with any member of that bargaining unit, in the same classification.

Section 2

Shift and day off change requests made at least seven (7) days prior to the requested scheduled change, except in an emergency.

ARTICLE 6 - FILL-IN PAY

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

ARTICLE 7 - TRAINING

Section 1

The RTA shall make relevant training available to all employees on a non-discriminatory basis. Time spent in training courses approved or required by the RTA shall be paid by the RTA.

Section 2

Tuition and supplies shall be paid by the RTA .

Section 3

The RTA shall provide transportation or the mileage allowance.

PART II (continued)

ARTICLE 8 - REDUCTION IN FORCE AND LAYOFF

Section 1

Reductions in force and layoffs shall result from loss of funding by the RTA Board and/or lack of work only.

Section 2

Employees shall be ranked by seniority in their current classification, with reductions in force and layoffs being made according to their rankings in that classification.

Section 3

An employee affected by a reduction in force of a specific classification shall be allowed to displace a less senior employee of the descending classification.

Section 4

Any employee who displaces a less senior employee in a lower classification shall be paid at the step rate closest to that employee's previous rate of pay, provided that no increase in base pay results.

Section 5

Recall lists in a previous classification shall remain in effect for as long as that employee remains in the employment of the RTA Police Department and for a minimum of two (2) years for those laid off as a result of displacement. All recalls shall be made by seniority, most senior shall be first recalled.

ARTICLE 9 - CONTRACTED SECURITY

Section 1

Contracted security employees shall comply with rules, regulations and supervision of the RTA during their contracted hours of work.

Section 2

Contracted security employees shall not be assigned outside their geographical jurisdiction.

Section 3

Vacancies occurring, for scheduled hours of contracted security, if filled, shall be filled by contracted security, if possible.

PART II (continued)

ARTICLE 10 - PROMOTIONS

Section 1

All promotions and filling of vacancies in positions within the RTA Police Department shall be filled in accordance with the Merit System Rules.

PART III

ARTICLE 1 - HEALTH CARE

Section 1: Hospital, Medical and Surgical Insurance

The RTA shall pay the premiums for hospital, medical and surgical insurance with Blue Cross of Northeast Ohio and Medical Mutual of Cleveland, Inc., Blue Cross H.M.O. Plan, or membership in the Kaiser Community Health Foundation in amounts conforming to current practices in place at RTA.

Section 2: Eyecare

The RTA shall pay a minimum of Three Dollars and Fifty Cents (\$3.50) per month for each employee in the bargaining units for their participation in the Union Eye Care Center, Inc, of Cleveland special vision program.

Section 3: Dental Care

The RTA shall pay the full cost of family coverage, to include the rider covering children ages nineteen to twenty-three (19-23) years of age, of Blue Shield's Major Dental Plan with Twenty-Five Dollars (\$25.00) deductible per person per year, for each employee of the bargaining unit.

Section 4: Prescription Coverage

The RTA shall pay the full cost of prescription coverage for all employees of the bargaining units covered by Blue Cross-Blue Shield for a family prescription plan with a Three Dollar (\$3.00) deductible.

Section 5: Health & Accident

Sick Benefits: Effective August 1, 1985, such insurance plan shall provide sick benefits for full-time employees for a maximum of twenty-six (26) weeks in the following amounts:

Grade One	\$168.00 per week	\$33.60 per scheduled work day
Grade Two	\$173.00 per week	\$34.60 per scheduled work day
Grade Three	\$178.00 per week	\$35.60 per scheduled work day
Grade Four	\$183.00 per week	\$36.60 per scheduled work day
Grade Five	\$188.00 per week	\$37.60 per scheduled work day
Grade Six	\$193.00 per week	\$38.60 per scheduled work day

PART III (continued)

Effective August 1, 1986 each Grade shall be increased five (5) doollars. Effective August 1, 1987 each Grade shall be increased five (5) dollars.

Sickness under the provisions of the sick benefits plan shall include pregnancy, childbirth, and related medical conditions.

Except as noted below, when an employee has been certified as being sick and unable to pursue his/her employment with the Greater Cleveland Regional Transit Authority by a physician who has attended the employee within the first three (3) days and by reason thereof, is off duty four (4) days or more, then and in that event, he/she shall be paid sick benefits in the amount provided in the insurance plan, beginning with the fourth (4th) day of such sickness and incapacity to work. If an employee becomes hospitalized before the fourth (4th) day of such sickness, he/she shall be paid sick benefits from the first day of such hospitalization. If an employee becomes incapacitated to work by reason of a non-occupational accident, benefits shall be paid under the insurance plan from the first day of such incapacity to work. Employees making claim for such benefits shall at all times be subject to examination by a physician employed by the Greater Cleveland Regional Transit Authority or the insurance company and no payments shall be made to employees for any period for which such physician will not certify.

Payments shall be made subject to the terms of the insurance policies. Payments shall be made on the health and accident insurance policy only where the claim is filed within ten (10) days of the last day the employee worked. If such claim is not made within said ten (10) days, payments shall be made only for the time subsequent to the time of making the claim. Salaried employees retained on the payroll on any voluntary wage continuation program shall not receive benefits on the health and accident insurance policy for any period of time they are so retained on such salary continuation program.

ARTICLE 2 - LIFE INSURANCE

The RTA shall provide to members of the bargaining unit after they have six (6) months consecutive service provided they are then actively at work, a life insurance plan in the following amounts:

	<u>Police Officers</u>	<u>Non-Police</u>
Effective date of contract	\$24,000.00	\$ 12,000.00
August 1, 1987	\$26,000.00	\$ 13,000.00
August 1, 1988	The basic amount provided under the Authority's insurance plan with two times the basic amount for Police Officers	

PART III (continued)

For pensioners, a life insurance policy with a principal amount of One Thousand Dollars (\$1,000.00) shall be maintained for the first two (2) years of retirement and thereafter in the principal amount of Five Hundred Dollars (\$500.00) with premiums being paid by RTA.

ARTICLE 3 - HOLIDAYS AND PERSONAL DAYS

Section 1

All employees of the bargaining unit who have successfully completed their probation period shall be entitled to ten (10) holiday days off each calendar year. Holiday days must be taken during the calendar year earned and may be taken individually or grouped with the approval of the Director of Security.

Section 2

Employees who have completed their probationary period shall be eligible for two (2) personal days off each year. Employees may use these days off with five (5) days notice and approval of the Director of Security, which shall not be unreasonably denied.

Section 3

Employees who work January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and the employee's birthday shall be paid one and one-half (1 1/2) their regular hourly rate for all hours worked.

Section 4

Holidays shall be chosen in November for the following year at same time as vacations.

Section 5

Holiday allowances will not be paid to an employee who does not work the last day he/she is scheduled to work preceding the holiday or the same day he/she is scheduled to work following the holiday, or to an employee scheduled to work on a holiday who does not work, except an employee will be excused for non-performance of work if caused by death in his/her immediate family. "Immediate family", for the purpose of this provision, shall mean husband, wife, father, mother, stepfather, stepmother, son, daughter, brother, sister, father-in-law or mother-in-law.

ARTICLE 4 - VACATIONS

Section 1

All full-time employees who have completed one (1) year of continuous service with RTA will be eligible for a paid vacation.

PART III (continued)

The vacation received in any calendar year shall be based on the number of years of service of the employee and on the number of days worked by the employee in the previous calendar year. For the purposes of determining vacation eligibility only, holidays and vacation days shall be considered as days worked.

Provided the employee has worked in excess of one hundred and seventy-eight (178) days in the previous calendar year, his/her vacation shall be as follows:

- (1) With one year of continuous service, 5 work days.
- (2) With two years of continuous service, 10 work days.
- (3) With five years of continuous service, 15 work days.
- (4) With thirteen years of continuous service, 20 work days.
- (5) With twenty-three years of continuous service, 25 work days.
- (6) After thirty years of continuous service, 30 work days.

Provided the employee has worked less than one hundred and seventy-nine (179) days in the previous calendar year, the number of days of his/her vacation shall be reduced by the following percentage amount:

- Less than 179 days and more than 147 days - 20%
- Less than 148 days and more than 118 days - 40%
- Less than 119 days and more than 89 days - 60%
- Less than 90 days and more than 60 days - 80%

Employees who have worked less than sixty-one (61) days in the previous calendar year shall receive no vacation.

Vacation wage shall be paid on a pro rata basis to employees who resign prior to their vacation, provided they give two weeks notice and the employees who are discharged shall be eligible for a pro rata payment of vacation wage after completion of the grievance procedure.

An employee who dies during any calendar year shall receive for the benefit of his/her surviving spouse or legal representative compensation for a vacation for that year in accordance with the above schedule calculated to his/her date of death in addition to compensation for any unused vacation for the previous calendar year.

An employee who retires on pension during any calendar year shall receive a vacation for that year in accordance with the above schedule calculated to his/her date of retirement.

Section 2: Time of Vacation

No vacation may be taken before the first (1st anniversary) of employment with RTA. Vacations shall be selected by the employees of each bargaining unit on an individual unit basis.

PART III (continued)

Section 3: Vacation Pay

Vacation days to be paid at the regular rate of pay of that employee in their respective bargaining unit, based on eight (8) straight time hours.

Section 4: Vacation Accumulation

Employees entitled to three (3) weeks vacation must take at least two (2) such weeks as actual vacation in any one year. In addition, they may elect to accumulate a maximum of one (1) vacation week per year. Employees entitled to four (4) weeks or more vacation may elect to accumulate up to a maximum of two (2) vacation weeks per year. The maximum amount of vacation that may be accumulated shall be six (6) weeks.

Accumulated vacation weeks when taken will be paid for at the employee's rate in effect at the time the employee was originally eligible to take such weeks.

An employee must declare his/her intent to accumulate vacation weeks or to use accumulated vacation weeks before the posting of the vacation pick and no later than November 1.

In the event of an imminent layoff in any job classification or classifications, employees in such classifications must use their accumulated vacations as directed by management, and the practice of accumulating vacation weeks will be temporarily suspended for such classifications or classifications.

Any employee who resigns or is discharged prior to taking accumulated vacation weeks only will receive a cash payment for such weeks based on the employee's rate of pay in effect at the time the employee was originally eligible to take such weeks. Employees who retire must take their accumulated vacation weeks prior to their date of retirement. In case of death of an employee prior to taking accumulated vacation weeks, a cash payment for such weeks based on the employee's rate of pay in effect at the time the employee was originally eligible to take such weeks will be paid to the employee's surviving spouse or legal beneficiary.

Section 5

Vacations shall be selected in November of each year for the subsequent year. Vacations shall be selected by seniority in each respective job classification and platoon.

ARTICLE 5 - UNIFORM ALLOWANCE

Section 1

Transit Police Officers, Sergeants, Security Guards and Monitors shall be required to wear standard uniforms. Specifications for the uniforms, caps, shoes and other equipment shall be determined by the RTA. Members of the RTA Police Department shall be required to maintain required standard

PART III (continued)

uniforms and commencing May of 1987, uniforms and equipment shall be inspected semi-annually by the RTA. Uniform allowance shall be used to maintain and replace the standard required uniform as necessary.

Section 2

Effective April 1, 1987, the Authority shall contribute Four Hundred Fifty Dollars (\$450.00) per year for the purchase and maintenance of uniforms and equipment for police officers and Sergeants. Effective October 1, 1988, and each October 1 thereafter, the contribution shall be Five Hundred (\$500.00).

Section 3

Effective April 1, 1987, the Authority shall contribute Three Hundred Fifty Dollars (\$350.00) per year for the purchase and maintenance of uniforms and equipment for Security Guards and Monitors. Effective October 1, 1988 and each October 1 thereafter, the contribution shall be Four Hundred Dollars (\$400.00).

Section 4

For all newly hired Police Officers an initial uniform allowance of Seven Hundred Seventy Dollar (\$770.00) shall be paid to each Officer upon satisfactory completion of their required training. Officers receiving the initial allowance shall not be eligible for an annual uniform allowance for the following two (2) years after their appointment.

Section 5

For all newly hired Security Guards and Monitors an initial uniform allowance of Six Hundred Fifty Dollars (\$650.00) shall be paid to each Security Guard and Monitor upon satisfactory completion of their required training. Security Guards and Monitors receiving the initial allowance shall not be eligible for an annual uniform allowance for the following two (2) years after thier appointment.

Section 6

The uniforms and/or equipment purchased pursuant to Sections 4 and 5 of this Article and through the allowance shall be the property of the RTA until the Officer has completed the probationary period and must be turned in to the Authority if the officer leaves the service of the Authority before completion of the probationary period.

PART III (continued)

ARTICLE 6 - BEREAVEMENT PAY

A full-time employee absent from work because of the death of the employee's spouse, son, daughter, father, mother, stepfather, stepmother, brother, sister, father-in-law, or mother-in-law shall be entitled to receive payment for three (3) days, based on the employee's current hourly rate for eight (8) hours, provided the employee was absent for purposes of bereavement and such days of absence were regularly scheduled work days for the employee. The death of a grandparent shall entitle employee to receive one (1) day bereavement pay.

It is understood that bereavement leave must be completed within ten (10) days after the date of death of a member of the immediate family. It is further understood that bereavement pay shall not be paid for any period of time that an employee is receiving vacation pay or holiday pay.

Employee may be required to furnish proof or relationship to deceased. No employee shall be required to submit an overtime sheet.

ARTICLE 7 - PENSIONS

The Greater Cleveland Regional Transit Authority and its contributing employees shall participate in the current service pension plan of the State of Ohio, known as the Public Employees' Retirement System.

ARTICLE 8 - MATERNITY LEAVE

Female employees shall be entitled to a leave of absence for pregnancy, upon request, on the same procedure as all other leaves of absence. Specifically, female employees will be granted a pregnancy leave of absence based upon the medical judgment of the employee's physician, both as to when the leave shall begin and end. But, under no circumstances shall any pregnant employee be permitted to continue working if such employee cannot fulfill the requirements of the job, or in the judgment of the Medical Director of the Authority, the employee would jeopardize her own health, the health of other persons or would endanger the public.

Such application must be made at least thirty (30) days prior to the date such leave is to become effective. The company must be notified at least thirty (30) days prior to the date of the employee's intended resumption of active employment.

ARTICLE 9 - LONGEVITY

Longevity payments shall be made by the RTA to employees of the bargaining units during December of each year based on the following schedule:

PART III (continued)

- 1) For all employees who have completed five (5) years but less than ten (10) years of continuous service before December 1st. \$300
- 2) For all employees who have completed ten (10) years but less than twenty (20) years of continuous service before December 1st. \$500
- 3) For all employees who have completed twenty (20) years of continuous service or more before December 1st. \$700

Section 2

The longevity year shall be based upon December 1st to December 1st and in order to be eligible for a one hundred percent (100%) longevity payment for any year, the employee must have worked or been paid for at least two hundred thirty-eight (238) days during the longevity year and also be actively employed on December 1st of the payment year.

Section 3

If an employee works or is paid for less than two hundred thirty-eight (238) days in the calendar year and is still actively employed on December 1st of the payment year, the longevity payment shall be pro-rated as follows:

214-237 days	-----	90%
190-213 days	-----	80%
166-189 days	-----	70%
142-165 days	-----	60%
118-141 days	-----	50%
117 days or less	-----	0%

Section 4

Any employee who retires and receives a pension, or dies prior to December 1st of the payment year, shall still be eligible to receive a longevity payment for that year based on the pro-rated schedule set forth in Section 3 of this Article.

PART III (continued)

ARTICLE 10 - PAYDAYS

Effective September 1, 1987, paydays shall be every two (2) weeks whenever possible for all hourly and salaried employees. If payday falls on a holiday, all employees shall be paid on the preceding day.

ARTICLE 11 - FREE TRANSPORTATION

Free transportation shall be provided to all full-time employees of the Greater Cleveland Regional Transit Authority, for use only by such employees.

ARTICLE 12- JURY DUTY

Section 1

RTA employees of the bargaining unit, while serving upon a jury in any court of record, shall be paid their regular rate of pay for each scheduled work day they are required to serve.

Section 2

Time served on jury duty shall be deemed active and continuous service for all purposes.

Section 3

Each employee of the bargaining unit shall retain any compensation paid them for service as a juror during their off-duty hours. An employee shall be given a receipt for any jury fee turned over to the RTA.

ARTICLE 13 - OCCUPATIONAL DISABILITY

The Employer is to provide for payment of the amount stated herein, to hourly paid employees injured while on duty, for each regularly scheduled work day after the date of injury which the employee is unable to work up to and including the seventh (7th) day, provided the employee has reported the injury to the employer within twenty-four (24) hours after the occurrence, and inability to work has been certified to by an Authority physician.

4123.56, This payment shall be equal to that amount payable under Section Revised Code of the workers' Compensation law.

ARTICLE 14 - INTENTIONAL INJURY

Whenever any employee covered by this Agreement becomes unable to perform his/her regular duties, though no fault of his/her own, by reason of injury inflicted upon him/her and arising out of and in the course of his/her employment with the Authority, (while in hot pursuit

PART III (continued)

of suspect, or inflicted by a person resisting arrest, or during apprehension of a suspect), which injury or disability shall be eligible for temporary or total disability payments under Ohio's Workers Compensation law, the employee shall receive their full pay for a period not to exceed twenty-six (26) weeks.

This shall not apply during those times when the employee is engaged in administrative or clerical duties, when an employee is on a meal or rest period or when engaged in personal business. The Director of Security shall by rule define those administrative and clerical duties which present situations where the occurrence of an injury does not entitle the employee to this benefit.

ARTICLE 15 - BREAKS AND LUNCHES

The RTA shall provide lunches and breaks pursuant to past practice. However, breaks and lunches may not be combined for the purpose of leaving early or taken within 90 minutes of starting or leaving work.

ARTICLE 16 - SHIFT DIFFERENTIAL

The RTA shall pay to all members of the bargaining unit the prevailing shift differential during those hours worked in accordance with premium pay shifts.

ARTICLE 17 - PAYMENT TO THE ESTATE UPON DEATH

Section 1

When any member of the bargaining unit has earned regular pay, holiday pay and/or vacation pay and dies before receiving same, said amounts due shall be paid to the surviving spouse or legal representative pursuant to the applicable provisions of the Ohio Revised Code.

ARTICLE 18 - LIABILITY PROTECTION

The RTA agrees to comply with all provisions of Sections 2744.07 and 2744.08 of the Ohio Revised Code with regard to providing liability protection for those covered by this agreement when they are acting in good faith within the scope of their duties and in accordance with the rules and regulations governing their employment at the RTA.

APPENDIX "A"

RETROACTIVE WAGE ADJUSTMENT

All members of the bargaining unit are to be paid an additional 2.12% for hours paid from August 1, 1985 through January 31, 1985 equivalent to a top rate of \$10.91 per hour; an additional 1.25% for hours paid from February 1, 1986 through July 31, 1986 equivalent to a top rate of \$11.05 per hour; an additional 1.64% for hours paid from August 1, 1986 through January 31, 1987 equivalent to a top rate of \$11.23; and an additional 1.61% for all hours paid from February 1, 1987 through July 31, 1987 equivalent to a top rate of \$11.41.

WAGES

Section 1

As of 2/1/87 top level patrolman's wage shall be Eleven Dollars and Sixty-Six Cents (\$11.66) per hour. Sergeant wage equal to 118% of Patrolman, Monitor wage equal to 88% of Patrolman and Guard wage equal to 60% of Patrolman.

Section 2

Increase in base wage as follows:

Effective 8/1/87 1.59% of base wage (\$11.84) Patrolman
Effective 2/1/88 1.96% of base wage (\$12.07) Parrolman
Effective 8/1/88 1.50% of base wage (12.26) Patrolman

Section 3

Effective all new hires shall progress through the following wage steps:

<u>Hire Rate</u>	<u>After 1 Yr.</u>	<u>After 2 yrs.</u>	<u>After 3 yrs.</u>	<u>After 4 yrs.</u>
65%	70%	80%	90%	100%

DECLARATION OF EXECUTION:

We the undersigned being duly empowered and authorized by our respective parties, the Greater Cleveland Regional Transit Authority and the Fraternal Order of Police, Ohio Labor Council, do hereby affix our signatures binding the respective parties to this agreement and the rights and obligations arising therefrom.

Executed in Cleveland, Cuyahoga County, Ohio, this 12th day of September, 1987.

FOR THE FRATERNAL ORDER OF POLICE

James E. Beamer

Michael J. ...

Harold ...

Greg N. ...

Wm. R. Jones FOP/OLC

FOR THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

Tamara S.

Robert ...

Yvonne N. Frost, Jr.

Arthur C. J. Gerald