

RESOLUTION NO. 1988- 209

APPROVING A NEW THREE-YEAR CONTRACT COVERING CONDITIONS OF EMPLOYMENT WITH LOCAL 268 OF THE AMALGAMATED TRANSIT UNION

WHEREAS, the previous Conditions of Employment established by the Authority in Resolution No. 1985-233 remained in effect until July 31, 1988; and

WHEREAS, collective bargaining between representatives of Amalgamated Transit Union (ATU) Local 268 and representatives of management have produced a new Conditions of Employment covering the period from August 1, 1988 through July 31, 1991; and

WHEREAS, the members of the collective bargaining unit have approved the new negotiated Conditions of Employment;

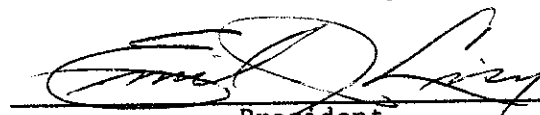
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority:

Section 1. That the Conditions of Employment for the Authority be and they are hereby amended incorporating changes, modifications, additions and deletions as negotiated by representatives of ATU Local 268 and the Authority and as evidenced by Exhibit A attached hereto, to become effective retroactive to August 1, 1988, and to continue until July 31, 1991.

Section 2. That the Conditions of Employment as amended be and they are hereby approved.

Section 3. That this resolution shall become effective immediately upon its adoption.

Adopted: November 29, 1988



President

Attest: 

General Manager/Secretary-Treasurer

11/18/88
"Final"

NEGOTIATED CHANGES IN THE CONDITIONS OF EMPLOYMENT
OF THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

1. Wages (Appendix B)

Section 1. The wage rates paid by the Greater Cleveland Regional Transit Authority shall be adjusted as follows:

A. For Operators and Trainmen (collecting fares):

	Eff. <u>8/1/88</u>	Eff. <u>2/1/89</u>	Eff. <u>8/1/89</u>	Eff. <u>2/1/90</u>	Eff. <u>8/1/90</u>	Eff. <u>2/1/91</u>
Base Increase	\$.25	\$.25	\$.25	\$.25	\$.25	\$.25
Top Operator Rate	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50

B. All other hourly and salaried employees in Grades 1 through 6 shall have their wages increased by the following percentages:

Eff. <u>8/1/88</u>	Eff. <u>2/1/89</u>	Eff. <u>8/1/89</u>	Eff. <u>2/1/90</u>	Eff. <u>8/1/90</u>	Eff. <u>2/1/91</u>
1.92%	1.89%	1.85%	1.82%	1.79%	1.75%

- C. All full-time employees employed as of both August 1, 1988 and the date of contract ratification (except for those employees who have been promoted to a letter grade in the interim) shall receive a lump sum bonus of \$750.00. Provided, however, that such employees who are still on their probationary period as of contract ratification will not receive the bonus until they successfully complete their probationary period. Part-time operators and trainmen employed as of both August 1, 1988 and the date of contract ratification shall receive a lump sum bonus of \$375.00. Provided, however, that such employees who are still on their probationary period as of contract ratification will not receive the bonus until they successfully complete their probationary period.

The remaining language of Appendix B shall remain unchanged.

2. Grievance Procedure (Art. I, Sec. 7)

- a. Add the following sentence at the end of Paragraph A (Step 1):

"The Authority shall provide a copy of the 121 Form to the Union in the event of any filed grievances or at the request of the Union."

- b. Delete Paragraph E (Step 5) (appeal to the Merit System Appeals Board).

- c. Add new Paragraph E:

"The Authority and the Union agree that time is of the essence in resolving grievances and disputes. The Authority and the Union further agree that the failure of either party to conform to the time limitations set forth in Article I, Section 7 shall be construed as an admission that the failing party does not have a valid and legitimate position, and the other sole party or its representative, acting timely, shall have the authority to issue a decision binding on both parties unless the time limitation is extended by mutual written agreement."

3. Vacations (Art. I, Sec. 10)

- a. Add the following language after the vacation schedule:

"Effective 1/1/90, eligible employees with twenty-one (21) years of continuous service shall receive 25 work days of vacation."

- b. Vacation Accumulation

Change the first paragraph of this section as follows:

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 ten (10) weeks.

4. Holidays (Art. I, Sec. 11)

Add the underlined sentence to the first paragraph of this section:

All employees shall receive holiday pay for the following holidays: January 1st, Martin Luther King Day, Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, December 24th, December 25th, and employee's birthday. Effective August 1, 1979, all employees who have completed their probationary period shall receive holiday pay for two (2) personal holidays each year. The observance of Presidents Day shall be on the third (3rd) Monday in February, the observance of Memorial Day on the last Monday in May, the observance of Labor Day on the first (1st) Monday in September, and the observance of the employee's two (2) personal holidays shall be mutually agreed to by the employee and his/her supervisor five (5) days in advance and scheduled so as not to interfere with the normal operations of the Authority. The Authority shall be required, however, to allow no less than three (3) employees at each district the same day off if requested. Such personal holidays shall not be observed on the same day as any of the aforementioned holidays. Such holiday pay shall be eight (8) hours at the employee's respective straight time rate.

5. Life Insurance (Art. I, Sec. 13(A))

- a. The life insurance policy provided full-time employees shall be increased as follows:

Effective 8/1/88	\$16,000
Effective 8/1/89	\$18,000

- b. Add the following language:

"Employees also may purchase additional life insurance at the group rate provided that such option is offered by the insurance carrier. The Authority shall make reasonable efforts to obtain that option from such carrier."

6. Sick Benefits (Art. I, Sec. 13(B))

"Effective August 1, 1988, each Grade shall be increased ten (10) dollars. Effective August 1, 1989, each Grade shall be increased five (5) dollars."

7. Pensioners' Life Insurance (Art. I, Sec. 13(C))

Increase the pensioners' life insurance policy as follows:

For pensioners a life insurance policy with a principal amount of two thousand dollars (\$2,000.00) shall be carried for the first two (2) years of such pension and thereafter reduced to the principal amount of one thousand dollars (\$1,000.00) with the entire premium paid by the Employer.

8. Hospital, Medical, Surgical Insurance (Art. I, Sec. 13(D))

Effective August 1, 1988, the Greater Cleveland Regional Transit Authority will pay the full cost per month toward the premium paid by each employee for hospital, medical, surgical insurance protection with Blue Cross of Northeast Ohio and Medical Mutual of Cleveland, Inc. (the "Super Blue" plan), including any 1988 increase. Included therein shall be Coordinated Home Care. Also, employees may elect the Blue Cross H.M.O. Plan (Euclid-Mentor Heath) for hospital, medical and surgical insurance. As an alternative, not more than forty-nine percent (49%) of the employees may elect to have the Greater Cleveland Regional Transit Authority pay the full cost per month toward the premium paid by each such employee for hospital, medical and surgical insurance protection with the Kaiser Community Health Foundation.

Effective August 1, 1989, the Authority will add up to \$25.00 to the monthly coverage in effect as of August 1, 1988.

Effective August 1, 1990, the Authority will add up to \$25.00 to the monthly coverage in effect as of August 1, 1989.

9. Dental Insurance (Art. I, Sec. 13(F))

Add the following sentence:

"Effective August 1, 1988, the Authority shall pay up to \$3.73 per month per active full-time employee toward the purchase of a rider to the Blue Shield Major Dental Plan which provides coverage for orthodontia-related services (50% pick-up to a \$1,000 lifetime maximum)."

10. Bereavement Pay (Art. I, Sec. 14)

Add: "step-son" and "step-daughter."

11. Night Premium (Art. I, Sec. 21)

A premium of twenty-five cents (25¢) per hour shall be paid to all employees who work on the third shift, that is a shift beginning at or after 4:00 P.M. and before 12:00 midnight, and a premium of thirty cents (30¢) per hour shall be paid to all employees who work on the first shift, that is, a shift beginning at approximately 12:00 midnight and ending at approximately 8:00 A.M. This provision shall not apply to operators, other platform employees or watchmen.

12. New Section (Art. I, Sec. 28): "Attendance Bonus"

"Effective January 1, 1989, full-time employees who have perfect attendance for a full calendar quarter (i.e., January 1 - March 31; April 1 - June 30; July 1 - September 30; October 1 - December 15) shall receive an attendance bonus equal to eight (8) hours' straight time pay. Full-time employees who have perfect attendance for a full calendar year (i.e., January 1 - December 15) shall receive an additional eight (8) hours' straight time pay. For the purposes of this paragraph, "perfect attendance" shall mean no absences from work on any scheduled work day for any reason (other than vacations, bereavement leave, or jury duty leave or authorized leave for Union business), no "misses," no instances of tardiness, and no other time off regularly scheduled hours of work."

13. Duration (Art. I, Sec. 29)

These conditions shall remain in effect until July 31, 1991, and shall continue in effect from year-to-year thereafter unless modified by further action of the Board of Trustees. Request for such modification, whether made by the Management or Local 268, shall be in writing, presented at least sixty (60) days prior to the expiration date.

14. Rail Operating District (Art. I, Sec. 2, Par. 5)

Delete Paragraph 5, replace with the following:

"5. Separate Operating District.

The Rapid Rail and Light Rail shall be combined into a separate operating district. This district shall be known as the Rail Operating District. The establishment of the Rail Operating District shall occur as soon as possible after contract ratification.

The Rail Operating District shall be staffed with employees from the Rapid Rail and Light Rail. Employees on the Rapid Rail and Light Rail shall be merged into a common Rail Operating District seniority list. All rail operators must certify on both the former Light Rail Operations and Rapid Rail Operations. The Authority will provide training for such certification where necessary.

A. Future Manpower Needs

If and when additional Rail Operating District employees are required, the Authority will fill those positions in the following order:

1. Selection from a seniority list comprised of part-time rail operators who have been rail operators since on or before August 1, 1988.
2. Selection from a master seniority list comprised of all full-time bus operators employed by the Authority as of August 1, 1988. The seniority standing of such operators shall be determined by each operator's bus district seniority. When an opening occurs, the Authority shall offer the position to operators from the top of such seniority list. A bus operator, however, will be provided only one (1) opportunity to transfer to the Rail Operating District. Once such opportunity is offered and declined, the Authority will move down the seniority list. PROVIDED: Any bus operator transferring to the Rail Operating District must certify on all rail lines and pass the necessary physical examination for rapid transit work.
3. Selection from a seniority list of all part-time rail operators employed on the rail system after August 1, 1988.

4. Part-time bus operators shall have the first opportunity to fill part-time rail operator openings.

- B. Full-time operators who transfer to the Rail Operating District shall preserve their bus district seniority and shall have the opportunity to transfer back to their bus district within one (1) year of their transfer to the Rail Operating District. After one year, such operators shall lose their bus district seniority. PROVIDED: Part-time bus operators who transfer to a part-time rail operator position shall preserve their bus district seniority and have the option of transferring back to their bus district at any time. However, if such an employee is promoted to a full-time rail operator, he shall lose his bus district seniority and cannot transfer back to a bus district.
- C. Trainmen employed on the rail system prior to August 1, 1988 will be permitted to revert to original bus seniority if disqualified for rapid transit work because of: (a) physical reasons, or (b) accidents or violations on the rapid transit. PROVIDED: In the event that such trainmen are terminated for dishonesty, insubordination, or a drug-related offense, such trainmen cannot transfer back to a bus district under this Paragraph, but are subject to the normal work rules and procedures of the Authority governing terminations.

15. Picking Runs (Art. II, Sec. 3A)

Paragraph 10 (p. 25) shall be rewritten as follows:

"All picking is to be done at the operator's district beginning on Monday or Tuesday between the hours of 6:00 A.M. and 8:00 P.M. Each operator will be assigned a 7-minute time period for picking in accordance with his/her seniority standing."

16. Move Ups and Move Backs (Art. II, Sec. 4)

Delete paragraphs 2, 3, and 4. Substitute the following:

"When an operator or trainman is going to be out of service due to leave of absence or injury/illness, that operator's or trainman's run shall be considered an open run until the next pick or the operator or trainman returns to work. When an operator or trainman has been out of service due to leave of absence or injury/illness and a pick is scheduled, the operator will be permitted to pick or a pick will be made for him by the board member or the Authority. That picked run shall be considered an open run until the operator or trainman returns."

17. Straight-Run Meal Period (Art. II, Sec. 5, Par. 7)

Change to Read:

A paid meal period of not less than twenty (20) minutes shall be scheduled in weekday straight runs (not less than fifteen (15) minutes shall be scheduled in Saturday and Sunday straight runs) between the second and sixth consecutive hours of work. Such meal period may include any layover provided in Subsection 6 above and it may be scheduled at the layover location or at the designated relief point of the line.

18. Pull-Out and Pull-In (Art. II, Sec. 6, Par. 1)

Delete the ten-minute pull-in time. Change to read:

"Operators and trainmen shall be allowed ten (10) minutes for getting a vehicle out each time required to pull-out from a yard or garage."

19. Spread Penalty (Art. I, Sec. 6, Par. 7)

Change first sentence of Paragraph 7 to read:

"An additional half-time shall be paid for work in scheduled regular runs, trippers or extras, exceeding a spread of eleven and one-quarter (11-1/4) hours."

20. Instruction Premium (Art. II, Sec. 6, Par. 8)

Change to read:

Instructing: Trainmen or operators assigned to instructing a student or other employee shall be paid one dollar (\$1.00) per hour in addition to their regular rate. This premium pay is not subject to any overtime payment.

21. Missing (Art. II, Sec. 12)

New paragraph A:

"When an operator or trainman misses:

- A. If the employee misses and appears for work after his/her scheduled time, he/she loses his/her run or tripper for the day and is placed last for work on the extra list for that day. The employee's weekly guarantee also shall be reduced by eight (8) hours and the employee shall be paid only for the actual time worked that day."
- B. Eliminate present paragraph B (last for work penalty for successive 3 days)

Change present paragraph C to paragraph B, and eliminate second sentence (last for work penalty). New paragraph B to read:

"If a person misses and does not appear for duty within two (2) hours after he/she was first scheduled to be on duty, the miss counts as two (2) misses."

- C. Change present paragraph D to read:

"When an operator or trainman accumulates ten (10) misses he/she will be subject to discharge. However, if the operator or trainman does not miss in a thirty (30) day period, one (1) miss shall be removed from his record."

- D. New Paragraph D:

"Whenever an operator or trainman misses and does not receive an assignment, he/she may be required by the Authority to also show up at 2:00 P.M. that same day. Provided, however, that when an employee who misses in the A.M. is required to show up at 2:00 P.M. as per this section, he/she shall not be required to work past 7:30 P.M."

22. Uniform Allowance (Art. II, Sec. 13)

Delete paragraphs 2, 3, and 4. Replace with the following:

Effective October 1, 1988, the Authority will contribute a maximum of four hundred and twenty-five dollars (\$425.00) per year toward the purchase price of standard uniforms or parts of uniforms, including shoes, purchased by operators, trainmen and any other employee required to wear the standard uniform.

23. Part-Time Operators and Trainmen (Art. II, Sec. 20)

a. Change paragraph 2 to read:

"The maximum number of part-time operators and trainmen employed by the Authority on weekdays shall not exceed fifteen percent (15%) of the number of full-time operators and trainmen at each district. The maximum number of part-time operators and trainmen employed by the Authority on Saturday and Sunday shall not exceed eighteen percent (18%) of the number of full-time operators and trainmen at each district."

b. Add the following sentence to paragraph 4:

"Part-time operators and trainmen shall be entitled to receive vacation pay as per Art. I, Sec. 10 herein, on a pro rata basis (based upon the average number of hours worked by such employee in the previous year)."

24. Part-Time Non-Operating Department Employees
(Art. III, Sec. 1(B))

Add the following sentence:

"Provided, however, that the Authority shall be permitted to hire up to 22 part-time employees to pull-in vehicles at yards and garages. Such employees shall be considered non-operating department employees and shall not be used for functions other than the pulling-in of vehicles."

25. Tool Allowance (Art. III, Sec. 6)

Delete paragraphs 1, 2, and 3. Add the following:

"Effective January 1, 1989 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 three hundred dollars (\$300.00) for maintenance and replacement of such tools."

26. Mechanics' Upgrade (New Art. III, Sec. 9, Par. 3)

Add the following language:

"3. Employees classified as a grade 442 with greater than six (6) months' service in that classification shall be entitled to take a test for job openings in grade 446 and 447. Selection for such job openings shall be based on the order of test scores. In the event of identical test scores, seniority shall govern. Test score results shall be valid for up to 2 years."

27. Safety Shoes (Art. III, Sec. 10)

The Authority will pay up to forty dollars (\$40.00) per year to reimburse employee required by management to wear safety shoes upon presentation of a receipt showing purchase.

28. Non-Operating Department Picks (New Art. III, Sec. 11)

"The following classifications shall be permitted a "pick" of job, location, or shift assignment:

1. Telephone Operator/Information Clerk Grade 3 (quarterly)
2. Plant Department - Janitor Grade 1 (twice per year)
3. Maintenance Helper Grade 3 (twice per year)
4. Maintainer Grade 4 (twice per year)
5. Stock Clerk/Truck Driver Grade 3 (once per year)
6. Material Handler (Grade 4 & 5) (once per year)
7. CARSS Operator Grade 4 (twice per year)
8. Signal Department Employees (twice per year)
9. Power Department/Line Track (twice per year)

29. CRT Operators (Appendix C)

New paragraph 1.a.:

"CRT operators and extras shall be guaranteed 40 hours of work per week of five days."

30. Work Clothing (Art. III, Sec. 5)

"The Union and the Authority agree to continue the side bar agreement governing the annual work clothing allowance until July 31, 1989. On August 1, 1989, the Authority agrees to implement the following contract language:

"Effective August 1, 1989 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."

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

SUMMARY OF INCREMENTAL COST OF PROPOSED CONTRACT WITH ATU

BY BUDGET YEAR

DESCRIPTION	1988	1989	1990	1991	TOTAL
Wage Increase	\$545,558	\$3,055,119	\$5,673,814	\$4,473,579	\$13,748,070
Signing Bonus	1,761,750				1,761,750
Uniform Allowance	45,500	109,200	109,200	63,700	327,600
Vacation			32,480	56,840	89,320
Attendance Merit Pay	81,533	198,747	206,106	122,734	609,120
Health & Accident Insurance	2,322	33,669	41,796	24,381	102,168
Medical Insurance	525,991	1,561,630	2,279,830	1,574,289	5,941,740
TOTAL INCREMENTAL COST	\$2,962,654	\$4,958,365	\$8,343,226	\$6,315,523	\$22,579,768