

RESOLUTION NO. 1993 - 57

APPROVING A NEW THREE-YEAR COLLECTIVE BARGAINING AGREEMENT
WITH THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

WHEREAS, the previous Collective Bargaining Agreement between the Authority and the Fraternal Order of Police remained in effect until January 31, 1992; and

WHEREAS, collective bargaining between representatives of the Fraternal Order of Police and representatives of management have produced a new Collective Bargaining Agreement covering the period from February 1, 1992 through January 31, 1995; and

WHEREAS, the members of the collective bargaining unit have ratified the new negotiated Collective Bargaining Agreement;

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

Section 1. That the Collective Bargaining Agreement between the Authority and the Fraternal Order of Police/Ohio Labor Council as negotiated by the parties thereto is hereby approved retroactive to February 1, 1992 and to continue until January 31, 1995.

Section 2. That this resolution shall become effective immediately upon its adoption.

Adopted: March 16, 1993



President

Attest:



General Manager/Secretary-Treasurer

Attachments: List of Substantive Changes (Exhibit A)
Collective Bargaining Agreement (Exhibit B)

**Substantive Changes to the
Labor Agreement between
the
Fraternal Order of Police/Ohio Labor Council
and the
Greater Cleveland Regional Transit Authority**

<u>ARTICLE</u>	<u>TITLE</u>	<u>CHANGE(S)</u>
4	Management Rights	Added obligation to negotiate language.
5	Non-Discrimination	Added reference to ADA.
9	Labor Council Representation	Increased unpaid leave from 2 to 5 days for delegates to attend Annual Fraternal Order of Police/Ohio Labor Council Conferences.
11	Grievances	Increased time for responses at Step 3 and 4 from three to five days. Clarified time limits excluded Saturday/Sunday/Holidays.
12	Arbitration	Clarified role/parameters of arbitrators and the arbitration process.
16	Policies and Procedures	Changed to reflect current policy and procedure documents. Changes to be furnished to the Union before effective date.
20	Duration	Effective February 1, 1992 through January 31, 1995.
21	Seniority	Defined bargaining unit seniority and method for breaking ties in seniority.

Labor Agreement between FOP/OLC and the GCRTA
Substantive Changes
Page Two

<u>ARTICLE</u>	<u>TITLE</u>	<u>CHANGE(S)</u>
22	Shift Selection and Days Off	Modified to provide greater flexibility in manpower assignment over wider range of shift times (three platoons with three shifts per platoon).
24	Hours of Work	Increased number of days employees may trade with supervisor approval from six to nine.
25	Reduction in Force and Layoff	Deleted provision requiring layoff of all Security Monitors before displacing (reducing in rank) Police Officers and Sergeants. Revised period of recall to reflect <u>maximum</u> of two years.
29	Promotions	Replaced Merit System Rules with Personnel Policies and Procedures Manual
30	Employee Benefits	Benefits plan revised as follows: <u>Health Care</u> - Provides for employer/employee contributions of 85%/15%, 90%/10% and 95%/5% of cost increases based on plan selected. Plan includes hospital-medical-surgical, vision, dental and prescription drugs. Two additional indemnity plans to be offered. Named providers deleted from contract language. FOP to be represented on a joint Labor/Management Health Care Committee

Labor Agreement between FOP/OLC and the GCRTA
 Substantive Changes
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<u>ARTICLE</u>	<u>TITLE</u>	<u>CHANGE(S)</u>												
30	Employee Benefits (Cont.)	<p><u>Life Insurance</u> Increased from \$18,000 to \$20,000 for non-Police; from \$36,000 to \$40,000 for Police.</p> <p><u>Sick Benefits</u> New provision for sick leave of 32 hours/year effective February 1, 1993; additional 8 hours effective February 1, 1994 for total annual accrual of 40 hours. Short term disability benefits increased to \$3.00 per week on August 1, 1993 and August 1, 1994.</p>												
31	Holidays	Clarified how holidays are granted. Identified holidays considered minimum staff days (New Year's, Thanksgiving, Christmas).												
32	Vacation	Reduced required maximum number of employees off on vacation per shift from three to two on days and afternoons, one on nights.												
45	Wages	<table border="1"> <thead> <tr> <th><u>Effective</u></th> <th><u>Increase</u></th> </tr> </thead> <tbody> <tr> <td>2/1/92</td> <td>-</td> </tr> <tr> <td>2/1/93</td> <td>3%</td> </tr> <tr> <td>8/1/93</td> <td>2%</td> </tr> <tr> <td>2/1/94</td> <td>2%</td> </tr> <tr> <td>8/1/94</td> <td>1%</td> </tr> </tbody> </table>	<u>Effective</u>	<u>Increase</u>	2/1/92	-	2/1/93	3%	8/1/93	2%	2/1/94	2%	8/1/94	1%
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

AND THE

FRATERNAL ORDER OF POLICE

OHIO LABOR COUNCIL

Effective February 1, 1992 through January 31, 1995

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ARTICLE 1 - PURPOSE OF PROVISIONS

The purpose of this agreement is 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 Greater Cleveland Regional Transit Authority(GCRTA) and the public; to provide a procedure for adjusting grievances or disputes arising from or pertaining to employment at the GCRTA; to prescribe the wage rates and working conditions for employees to whom this agreement is applicable; and to set forth various other provisions relative to the rights, privileges, duties and obligations of the GCRTA and the employees.

ARTICLE 2 - EMPLOYEES' REPRESENTATIVES

The Greater Cleveland Regional Transit Authority hereinafter the "GCRTA", recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter the "FOP/OLC", as the exclusive bargaining representative for all employees classified as Security Monitors, Transit Police Officers, and Transit Police Sergeants , now and hereafter employed by GCRTA for the duration of this Agreement.

For the purpose 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 FOP/OLC, as may be duly designated by such Union to act upon behalf of those employees of the GCRTA who have completed the probationary period

ARTICLE 3 - FAIR SHARE

Section 1. It is hereby agreed between the GCRTA and the FOP/OLC 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 Monitors and Police Sergeants shall either become a dues paying member of the FOP/OLC, or remit a fair share fee in an amount equal to the dues of the FOP/OLC, on the basis of automatic monthly payroll deductions.

The GCRTA agrees to remit all dues, monthly dues report and fair share fees directly to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street , Columbus, Ohio 43215 or such other address as may be set by the FOP/OLC from time to time on a monthly basis.

Section 2. Any non-member of the FOP/OLC may exercise the option provided in Section 4117.09 (C) of the Revised Code for charitable contributions.

Section 3. Any non-member of the FOP/OLC may apply for reimbursement of a portion of their dues, not used for labor purposes, to the reimbursement of committee of the FOP/OLC and as provided in Section 4117.09 of the Ohio Revised Code and the Constitution and By-Laws of the FOP/OLC.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except where otherwise provided in this Agreement, the GCRTA maintains the right and responsibility to:

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 GCRTA, standards of services, its overall budget, utilization of technology and organizational structure;

Direct, supervise, evaluate or hire employees;

Maintain and improve the efficiency and effectiveness of GCRTA operations;

Determine the overall methods, process means or personnel by which GCRTA operations are to be conducted;

Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

Determine the adequacy of the work force;

Determine the overall mission of the RTA as a unit of government;

Effectively manage the work force;

Take actions to carry out the mission of the GCRTA as a governmental unit.

Obligation to Negotiate

Section 1. The FOP/OLC and the GCRTA acknowledge that they have had ample opportunity to submit proposals and bargain over all negotiable matters and that with this Agreement or other matters affecting wages, hours, benefits, or other terms and conditions of employment during the term of this Agreement.

Section 2.

(a) This Agreement represents a complete and final understanding on all bargainable issues between the GCRTA and FOP/OLC.

(b) This Agreement totally integrates all wages, hours, terms and conditions of employment existing between the parties.

ARTICLE 5 - NON-DISCRIMINATION

Neither the GCRTA, its agents, agencies or officials, nor the FOP/OLC 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 disability pursuant to the ADA.

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 affect any interpretation of any such Article.

ARTICLE 7 - COMPLIANCE WITH OTHER REGULATIONS

The GCRTA and its employees or their representative shall comply with all Federal and State laws, valid rules, regulations and orders. Therefore, nothing contained in this Agreement shall be construed to conflict or be inconsistent with such applicable laws, rules, regulations or orders.

ARTICLE 8 - RATIFICATIONS AND ELECTIONS

Section 1. The FOP/OLC shall be permitted, with prior notification to the Department Head, to place a ballot box at GCRTA Police Headquarters for the purpose of collecting bargaining unit members' ballots on all FOP/OLC issues, ratifications and elections.

Section 2. Such ballot box shall be the property of the FOP/ OLC and neither the ballot box nor any ballots shall be subjected to the review of the GCRTA or its administrators.

Section 3. The 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 GCRTA shall permit FOP/OLC representatives the ability to flex their hours when necessary.

Section 2. The GCRTA shall grant five (5) days of uncompensated leave to the FOP/OLC for use by no more than two (2) Council representatives to attend as delegates to the Annual Fraternal Order of Police/Ohio Labor Council Conference. Such leave, though uncompensated, shall be in addition to any scheduled time off; however, at the delegate's request, 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 GCRTA in the discipline or discharge of employees who may be disciplined or discharged. The GCRTA will not interfere with or limit an employee who wishes 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. Except in cases in which an employee is charged with a major offense or serious infraction of a GCRTA 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 and dishonesty, disciplinary action (days off), when appealed, shall not become effective until the grievance has been decided 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.

ARTICLE 11 - GRIEVANCES

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

Step 1. An employee may present a grievance personally or through a duly appointed grievance representative of the FOP/OLC. The grievance shall be presented in writing to the Supervisor designated by management within seven (7) days 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 this Agreement alleged to have been violated by the GCRTA. Every effort shall be made to settle grievances at Step 1 of this Agreement and a Supervisor shall answer the grievance in writing within three (3) days of its submission.

Step 2. Appeal from the answer of the Supervisor shall be made to the Director of Security/Chief of Police within seven (7) days of the date of answer by the Supervisor. The grievant or his/her representative shall be notified of the time and place of a hearing within three (3) days of the date on which the appeal is made. The employee or his/her representative shall be notified of the decision by the Director of Security/Chief of Police within five (5) days from the date of the hearing.

Step 3. Appeal from the decision of the Director of Security/Chief of Police may be made to the Assistant General Manager-Human Resources or designee with five (5) days of the date upon which notification has been given of the decision of the Chief of Police. The Assistant General Manager-Human

Human Resources or designee shall notify the grievant or his/her representative of the time and place of a hearing on the matter within five (5) days after the appeal is received. The Assistant General Manager-Human Resources or designee shall make a written decision and shall deliver it to the employee or his/her representative within five (5) days from the date of hearing.

Step 4. Appeal to the General Manager or Deputy General Manager shall be made in writing no later than five (5) days after notice of the decision by the Assistant General Manager - Human Resources or designee. The General Manager or Deputy General Manager shall notify the complainant or his/her representative and shall conduct a hearing on the matter within-five (5) days after the appeal is made. The General Manager or Deputy General Manager shall make a written decision and deliver it to the employee or his/her representative within five (5) days from the date of hearing.

Any member of the Union may request that appeal from the decision of the General Manager or Deputy General Manager be submitted to arbitration hereinafter provided for. Any such request shall be made, in writing, and filed with the General Manager or Deputy General Manager or the GCRTA no later than thirty (30) days after the date of the decision by the General Manager or Deputy General Manager of the GCRTA. The arbitrator shall proceed as hereinafter more particularly set forth and shall submit a decision with respect to such grievance to the parties.

Management's decision at Step 4 of the grievance procedure shall be final and the grievance shall be considered closed unless notice of intent to arbitrate is filed in accordance with the provisions of Article 12.

The time limits specified herein shall be considered work days and shall exclude Saturdays, Sundays and Holidays.

ARTICLE 12 - ARBITRATION

A dispute, claim or grievance arising between GCRTA and any employee or between GCRTA and the FOP/OLC, which cannot be settled within the prescribed time contained in this Agreement, may be referred by either the GCRTA or the FOP/OLC to arbitration.

The party desiring arbitration shall notify the other party in writing of such intent. The parties may then mutually select an arbitrator. However, if no arbitrator is selected by that method the moving party, shall, within five (5) days, request a list consisting of seven (7) members of the National Academy of Arbitrators. Upon receipt of such list, the arbitrator shall be selected.

The arbitrator shall have no right to alter the current collective bargaining agreement and must take the essence of his/her decision from the collective bargaining agreement. The arbitrator shall have no power to add to, ignore, change, or alter any terms or provisions of this agreement or to inflict a punitive award against the GCRTA. In case of compensatory awards to a grievant, the arbitrator's monetary award cannot exceed the individual's normal earnings, but may include possible overtime and benefit cost to which he/she was otherwise entitled. The arbitrator cannot issue an award retroactive to a date preceding the filing of the written grievance.

Salaries and expenses of the arbitrator shall be borne equally by the parties to the proceeding and any other salaries and expenses shall be paid by the party incurring them. A stenographic record of the proceeding may be made at the request of either party. The requesting party shall pay the original cost of the transcript and the cost of the copy of the transcript for the arbitrator, if the arbitrator desires a copy.

The decision of the arbitrator shall be final and binding.

ARTICLE 13 - 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 GCRTA, 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. Unsubstantiated complaints cannot be used for any disciplinary action.

ARTICLE 14 - SAFETY AND
PROFESSIONALISM COMMITTEE

Section 1. The GCRTA agrees to comply with all applicable local, county and state safety and health rules, regulations and laws.

Section 2. It is the desire of the GCRTA and FOP/OLC to maintain the highest standards of safety and professionalism in the Transit Police Department. With this intent, the GCRTA and the FOP/OLC shall each appoint two (2) members to a Safety and Professionalism Committee. The Committee will meet at least semi-annually and discuss issues that either party wishes to raise relating to the Transit Police Department except grievances currently being processed.

Section 3. Meetings shall be scheduled at mutually convenient times, and scheduling flexibility for members of the Committee shall not be unreasonably denied.

Section 4. Committee meetings shall be scheduled within ten (10) work days of the request to meet by either the GCRTA or FOP/OLC.

Section 5. Where there is good and sufficient evidence that safety standards are not being complied with, the FOP/OLC shall first present its evidence to the Safety and Professionalism Committee for appropriate action and correction. If the Committee fails or is unable to correct the violation, the FOP/OLC may submit the matter to the grievance procedure provided herein.

ARTICLE 15 - PERSONNEL FILES

Section 1. Any employee in the bargaining unit shall be permitted to review his/her personnel file on a semi-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 his/her personnel file, come across material of a negative or derogatory nature, the employee 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 derogatory 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 GCRTA 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 - POLICIES AND PROCEDURES

Where not specifically modified by this Agreement, the GCRTA agrees to conform with and follow all policies and procedures set forth in the GCRTA Transit Police Standard Operating Procedures Manual, the GCRTA Personnel Policies and Procedures Manual as revised, the Employee Performance Code and Work Rules and all applicable General Police Orders. In addition, the above-mentioned will serve as a source of disciplinary or corrective action.

The GCRTA agrees to furnish the FOP/OLC with any changes(s) to these documents prior to the effective date of the change(s).

ARTICLE 17 - BULLETIN BOARD

Section 1. The GCRTA shall furnish and maintain for the duration of this Agreement a FOP/OLC bulletin board on the GCRTA Police Department premises.

Section 2. There shall be no posting of matter which is determined by the GCRTA to be defamatory to the GCRTA or any of its employees.

Section 3. Official bulletins and notices from the GCRTA shall be afforded space and shall be posted on the bulletin board.

ARTICLE 18 - COPIES OF AGREEMENT

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

ARTICLE 19 - CONTINUITY OF SERVICE

Section 1. The FOP/OLC 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 GCRTA. Furthermore, all lawful orders of superior officers shall, at all times be followed and immediately complied with, subject to grievance appeal.

Section 2. The FOP/OLC shall, at all times, cooperate with the GCRTA in continuing operations in the 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 Section 1 occurs, the FOP/OLC 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 GCRTA is prohibited and is not in any way sanctioned, condoned or approved by the FOP/OLC. Furthermore, the FOP/OLC shall advise all employees to return to work or to end such interference at once.

Section 3. The GCRTA shall not lock out employees for the duration of this Agreement.

ARTICLE 20 - DURATION

This Agreement shall remain in effect from February 1, 1992 until January 31, 1995, 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 Trustees of the GCRTA.

ARTICLE 21 - SENIORITY

Section 1. For all employees hired on or after February 1, 1992, 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 within the bargaining unit. 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, date and time of application shall be the tiebreaker.

Section 2. It is agreed that all employees who entered the bargaining unit prior to February 1, 1992 shall maintain their seniority date(s) as established as of the date of this agreement.

Section 3. For purposes of this Agreement, seniority shall be recognized as time served within this bargaining unit only, except as stated herein.

ARTICLE 22 - SHIFT SELECTION AND DAYS OFF

Section 1. The GCRTA Police Department shall consist of a patrol division and such specialized divisions as are determined necessary by the Director of Security/Chief of Police. Members of the bargaining unit assigned to the patrol division shall pick their choice of working hours by seniority once each calendar quarter. The number of members assigned to a consecutive eight (8) hour block of work time shall be determined by the Director of Security/Chief of Police. Such specialized units' job criteria shall be made available to any member who expresses a desire to enter into such division. All new hires shall be assigned by the Director of Security/Chief of Police or his/her designee without regard to the pick for a period of one (1) year from the date of hire. All patrol division schedules will have a minimum of two (2) consecutive rotating days off with the exception of those Officers who pick a Monday through Friday schedule.

Section 2. Working hours for members of the patrol division shall be as follows:

First Platoon (days)

A Squad - 0600 to 1400
B Squad - 0700 to 1500
C Squad - 0800 to 1600

Second Platoon (afternoon)

A Squad - 1400 to 2200
B Squad - 1500 to 2300
C Squad - 1600 to 2400

Third Platoon (nights)

A Squad - 2200 to 0600
B Squad - 2300 to 0700
C Squad - 2400 to 0800

The Director of Security/Chief of Police shall solely determine the number of Patrol Officers, if any, assigned to each squad of each platoon. If a squad or platoon is reduced to zero, the Director of Security/Chief of Police will not assign non-bargaining unit members to that squad or platoon.

Section 3. Security Monitors shall pick their shift based on seniority within the classification.

Section 4. Both parties recognize the need for continued law enforcement training of employees. Therefore, it is agreed that changes in the above schedules may be necessary in order to accommodate such training. The Director of Security/Chief of Police shall give seven (7) days' prior notice before any scheduled event, provided that this provision shall not be used for discriminatory purposes.

Section 5. The GCRTA reserves the right to make changes in shift schedules in cases of emergencies. Further, the GCRTA has the right to institute a fourth platoon upon seven (7) days notice to the FOP/OLC.

ARTICLE 23 - OVERTIME ASSIGNMENTS

Section 1. Reasonable overtime may be required of members of the bargaining unit.

Section 2. 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. However, 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.

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 GCRTA, the employee 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/Chief of Police 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, the employee shall be compensated a minimum of four (4) hours, or actual time, whichever is greater.

ARTICLE 24 - HOURS OF WORK

Section 1. The basic and guaranteed work week for all employees shall consist of five (5) consecutive days of eight (8) hours each. Pay days shall be every two (2) weeks whenever possible. If pay day falls on a holiday, all employees shall be paid on the preceding day.

Section 2. With approval of their shift supervisor, employees of the bargaining unit may trade up to nine (9) days per year of scheduled shifts or days off with any member of that bargaining unit, in the same classification.

Section 3. Shift and day off change requests must be made at least seven (7) days prior to the requested scheduled change, except in an emergency.

ARTICLE 25 - 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 26- TRAINING

Section 1. The GCRTA shall make relevant training available to all employees on a non-discriminatory basis. Time spent in training courses assigned or authorized by the GCRTA shall be paid by the GCRTA.

Section 2. Tuition and supplies for training required by the GCRTA shall be paid by the GCRTA.

Section 3. The GCRTA shall provide transportation or the mileage allowance.

Section 4. The Director of Security/Chief of Police shall institute a field officer training program. Such officers shall receive \$1.00 per hour as a premium for the period when they are actively training new hires as directed by the Director of Security/Chief of Police.

ARTICLE 27 - REDUCTION IN FORCE AND LAYOFF

Section 1. Reductions in force and layoffs shall result in loss of funding by the GCRTA 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 rank 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 GCRTA Police Department and for a maximum of two (2) years for those laid off as a result of displacement. All recalls shall be made by seniority, with most senior recalled first.

Section 6. In the event of a layoff or reduction in force, no employee shall be laid off until after all contracted services performing bargaining unit work has been discontinued, all part-time and part-time contracted service employees have been laid off and all probationary employees have been laid off, in the order as stated in this section.

Section 7. If, after the requirements of Section 6 of this Article have been met, a reduction in force or layoff is necessary, then all Security Monitors shall be laid off before Police Officers and Police Sergeants.

**ARTICLE 28 - CONTRACTED SECURITY/ PART-TIME
EMPLOYEES**

Section 1. Contracted security employees shall comply with rules, regulations and supervision of the GCRTA 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.

Section 4. All part-time and part-time contracted employees shall be excluded from the bargaining unit.

Section 5. Part-time Sergeants or Supervisors shall not exercise control over full-time employees of the GCRTA Police Department.

ARTICLE 29 - PROMOTIONS

All promotions and filling of vacancies in positions within the GCRTA Police Department shall be filled in accordance with the Personnel Policies and Procedures Manual.

ARTICLE 30 - EMPLOYEE BENEFITS

Section 1. Health Care

The Authority shall offer eligible employees a choice of health care plans as described in Appendix A, Comparison of Medical Options. The health care plans include: hospital-medical-surgical, vision, dental and prescription drugs. Employees shall contribute by direct payroll deduction toward the monthly premium cost of the plan elected as set forth below.

An employee eligible for health care coverage is defined as a full-time employee covered by this Agreement. Benefits under this section shall become effective on the first day of the month following the completion of the probationary period. An eligible employee and that employee's dependent(s) shall not be covered under more than one plan of health care benefits offered by the Authority.

(1) Effective November 1, 1992 the cost of hospital-medical-surgical, vision, dental and prescription insurance shall be combined.

(2) Effective with the ratification of this Agreement, the GCRTA shall pay 85% of any increase in the cost of health insurance including hospital-medical-surgical, vision, dental, and prescription insurance for the current Blue Cross-Blue Shield plan and the Kaiser HMO; 90% of any cost increase for indemnity plan B and HMO Health Ohio; and 95% of any cost increase for indemnity plan C and the Personal Physician Care HMO.

(3) The GCRTA shall establish two additional indemnity plans (designated as Indemnity Plans B and C above). These plans shall be offered to employees during the annual enrollment period commencing after the required procurement process is finalized and the contracts are awarded by the Board of Trustees.

Plan enrollments shall be on a calendar year basis.

The FOP/OLC shall be represented on a health care committee comprised of GCRTA and Union Representatives to discuss the implementation of cost containment options, such as second opinions for surgical procedures.

Section 2. Sick Benefits

A. Sick Leave. Effective February 1, 1993, all bargaining unit employees shall accrue paid sick leave totaling 32 hours per year. Effective February 1, 1994, employees will accrue an additional 8 hours for a total annual accrual of 40 hours in 1994 and each year thereafter. Unused sick leave may be accumulated up to a maximum of 120 hours. Paid sick leave shall commence with the first scheduled work day, or fraction thereof, lost due to nonoccupational illness or injury (i.e., Workers' Compensation benefits do not apply), provided that fractional days of sick leave shall be charged to an individual's account in full hourly increments. In the event sick benefits are payable under the existing Short Term Disability Plan, fractional days of sick leave are to be paid to supplement such sick benefits to the extent required to make up eight 8 hours pay at the employee's regular rate of pay for the compensable work days involved. Any unused accumulation of sick leave shall be cancelled upon termination of employment for any reason.

B. Short Term Disability Plan. Such plan shall provide for sick benefits for full-time employees for a maximum of twenty-six (26) weeks in the following amounts:

Security Monitors	\$198.00 per week	\$38.60 per scheduled work day
Police Officers	\$203.00 per week	\$39.60 per scheduled work day
Sergeants	\$213.00 per week	\$41.60 per scheduled work day

These rates shall increase by \$3.00 per week, per benefit level, effective August 1, 1993 and by an additional \$3.00 per week, per benefit level, effective August 1, 1994.

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 GCRTA 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 the 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 selected by the GCRTA or the insurance company and no payments shall be made to employees for any period for which such physician will not certify.

Payment shall be made subject to the terms of the insurance policies. Payments shall be made on the short term disability plan only where the claim is filed within ten (10) days of the last day the employee worked. If such claim is not made within the said ten (10) days, payments shall be made only for the time subsequent to the time of making the claim. Payment shall not be made on the short term disability Plan for any period of time an employee is receiving Public Employees' Retirement System, Social Security, or Workers' Compensation benefits, or for any period of time an employee is receiving vacation pay, provided the employee is given the option of taking his/her vacation at a future open date on the vacation schedule. Payments shall be made by the GCRTA on Workers' Compensation claims in sums equal to the amounts and for the number of weeks above set forth.

Section 3. Life Insurance.

The GCRTA 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>	\$40,000 effective 2/1/93
<u>Non-Police</u>	\$20,000 effective 2/1/93

Section 4. 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 the GCRTA.

Section 5. Pension. The GCRTA and its contributing employees shall participate in the current service pension plan of the State of Ohio known as the Public Employees' Retirement System (PERS).

ARTICLE 31 - HOLIDAYS AND PERSONAL DAYS

Section 1. All employees of the bargaining unit who have successfully completed their probationary 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/Chief of Police. Upon completion of the probationary period, such probationary employees will receive the applicable days on a pro rata basis.

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/Chief of Police, which shall not be unreasonably denied.

Section 3. Employees who work January 1, Memorial Day, July 4, 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. 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, stepbrother, sister, stepsister, father-in-law or mother-in-law.

Section 5. Holidays shall be picked by each employee no less than five (5) days before the holiday is to be taken. Management shall grant or deny said holiday within seventy-two (72) hours. If two or more employees request the same day as a holiday, the first employee to apply shall be given the day. If two or more employees request a holiday on the same day and at

the same time, seniority shall prevail. All holiday requests shall be in writing with the date and time of receipt noted by the superior officer receiving such request. The granting of holidays shall be governed by the necessity to meet minimum staffing levels as determined by the Chief of Police.

Holidays not taken as a result of staff or management requirements shall be compensated at the end of the year at the current rate of pay. Holidays must be taken by the end of the year in which they fall. Holidays not taken will be lost. The "stringing" of multiple holidays taken at the end of the year is prohibited. It is further provided that the following days shall be considered minimum staff days: New Year's Day, Thanksgiving and Christmas Day.

ARTICLE 32 - VACATION

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

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 purpose 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:

With one year of continuous service	5 work days
With two years of continuous service	10 work days
With five years of continuous service	15 work days
With thirteen years of continuous service	20 work days
With twenty-three years of continuous service	25 work-days
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.

Section 2. Time of Vacation. No vacation may be taken before the first anniversary of employment with GCRTA. Vacations shall be selected by the employees of each bargaining unit on an individual unit basis.

Section 3. Vacation Selection. Vacation shall be selected yearly by each member of the bargaining unit by the end of November of each year. Vacations shall consist of 52 equally distributed five (5) day vacation periods. If there is a conflict between dates selected by members seniority shall prevail. Any requested changes by a member of the bargaining unit after their initial vacation selection will be at the discretion of management. The specialized units such as the Investigative Services Section shall pick vacations separate from Patrol Services. Vacations shall be granted with the following minimum number of patrol officers being on vacation at the same time per shift:

Day Shift	2 Patrol Officers
Afternoon Shift	2 Patrol Officers
Night Shift	1 Patrol Officer

No more than one sergeant shall be on vacation in a single period, per shift or specialized unit. If there is a conflict between dates selected seniority shall prevail.

Section 4. 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 5. 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.

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 classification 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 may, at their option, take accumulated vacation prior to their retirement date or receive a cash payment for such weeks based on the employee's rate of pay in effect at the time the vacation was earned. In case of death of an employee prior to taking accumulated vacation weeks, a cash payment for such weeks will be based on the employee's rate of pay in effect at the time the employee was originally eligible to take such weeks. Payment will be made to the employee's surviving spouse or legal beneficiary.

ARTICLE 33 - UNIFORM ALLOWANCE

Section 1. Transit Police Officers, Sergeants, and Security Monitors shall be required to wear standard uniforms. Specifications for the uniforms, caps, shoes and other equipment shall be determined by the GCRTA. Members of the GCRTA Police Department shall be required to maintain required standard uniforms and issued equipment, such as badges, holsters, etc. Uniforms and equipment shall be inspected by the GCRTA at its discretion. Uniform allowance shall be used to maintain and replace the standard required uniform as necessary.

Section 2. The GCRTA shall contribute Five Hundred Dollars (\$500.00) per year as a Uniform Allowance for the purchase and maintenance of uniforms and equipment for police officers and sergeants.

Section 3. The GCRTA shall contribute Four Hundred Dollars (\$400.00) as a uniform allowance per year for the purchase and maintenance of uniforms and equipment for Security Monitors.

Section 4. For all newly hired police officers, an initial uniform allowance of One Thousand Dollars (\$1,000.00) 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 Monitors an initial uniform allowance of Eight Hundred Dollars (\$800.00) shall be paid to each Security Monitor upon satisfactory completion of their required training. Security Monitors receiving the initial allowance shall not be eligible for an annual uniform allowance for the following two (2) years after their appointment.

Section 6. The uniforms and/or equipment purchased pursuant to Section 4 and 5 of this Article and through the allowance shall be the property of the GCRTA until the Officer has completed the probationary period and must be turned in to the GCRTA if the Officer leaves the service of the GCRTA before completion of the probationary period.

ARTICLE 34 - 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, mother-in-law, stepbrother or stepsister shall be entitled to receive bereavement pay not to exceed 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 the 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 or any other compensation as provided for in this agreement.

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

ARTICLE 35 - 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. However, 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 a physician selected by the GCRTA, 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 GCRTA must be notified at least thirty (30) days prior to the date of the employee's intended resumption of active employment.

ARTICLE 36 - LONGEVITY

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

For all employees who have completed five (5) years but less than (10) years of continuous service before December 1st. \$300

For all employees who have completed ten (10) years but less than twenty (20) years of continuous service before December 1st. \$500

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 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:

237 days	90%
213 days	80%
189 days	70%
165 days	60%
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.

ARTICLE 37 - FREE TRANSPORTATION

Free transportation shall be provided to all full-time employees of the GCRTA, for use only by such employees , on GCRTA revenue vehicles.

ARTICLE 38 - JURY DUTY

Section 1. Employees who serve 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. Employees 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 GCRTA. All jury fee vouchers received for time served during normal working hours shall be endorsed and turned over to the GCRTA.

ARTICLE 39 - OCCUPATIONAL DISABILITY

The Authority 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) days, provided the employee has reported the injury to the Authority within twenty-four (24) hours after the occurrence, and inability to work has been certified to by an Authority physician. This payment shall be equal to that amount payable under Section 4123.56, Revised Code of the Workers' Compensation law.

ARTICLE 40 - 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 GCRTA (while in hot pursuit 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/Chief of Police shall be 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 41 - BREAKS AND LUNCHES

The GCRTA 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 42 - PAYMENT TO THE ESTATE UPON DEATH

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 43 - LIABILITY PROTECTION

The GCRTA 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 GCRTA.

ARTICLE 44 - SURETY BOND

The GCRTA shall pay the fee for any surety bond that is required by the State of Ohio for police employees.

ARTICLE 45 WAGES

Section 1. The top hourly rate for Transit Police Officer shall be as follows:

<u>Effective</u>	<u>Increase</u>	<u>Rate</u>
February 1, 1992	-	\$13.95
February 1, 1993	3%	\$14.37
August 1, 1993	2%	\$14.66
February 1, 1994	2%	\$14.95
August 1, 1994	1%	\$15.10

Section 2. Transit Police Officers currently in progression and all newly hired Transit Police Officers shall be paid a percentage of the top Transit Police Officer rate as follows:

First year of service	80% (85% if already state certified)
Second year of service	90%
Third year of service	95%
Fourth year of service and thereafter	100%

Section 3. Transit Police Officers promoted to Sergeant after date of ratification shall be paid a percentage of the top Transit Police Officer rate as follows:

First year of service	104%
Second year of service	109%
Third year of service	114%
Fourth year of service thereafter	118%

Section 4. Security Monitors shall be paid at 80% of the top Transit Police Officer rate for the first year and at 88% after one year of service and thereafter.

DECLARATION OF EXECUTION

We the undersigned 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 _____ day
of _____, 1993.

FOR THE FRATERNAL
ORDER OF POLICE

FOR THE GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY

Richard Grachowski
FOP/OLC Staff Representative

Ronald J. Tober
General Manager/Secretary-Treasurer

Joseph Mattern
Bargaining Committee Chairman

Mary Jo LaPorte
Assistant General Manager-
Human Resources

Donald Marlin
FOP/OLC Associate

Chief John Joyce
Director of Security/Chief of Police

Robert Share
FOP/OLC Associate

Witness

Daniel Prohonic
FOP/OLC Associate

Ethel Appling
FOP/OLC Associate

Lawrence Kroeger
FOP/OLC Associate