

RESOLUTION NO. 1994- 193

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

WHEREAS, the previous Conditions of Employment with Local 268 of the Amalgamated Transit Union established by the Authority on February 8, 1993, remained in effect until July 31, 1994;

WHEREAS, collective bargaining between representatives of Local 268 of the Amalgamated Transit Union and representatives of the Authority have produced a new Conditions of Employment covering the period from August 1, 1994 through July 31, 1997;

WHEREAS, the members of Local 268 of the Amalgamated Transit Union have approved the new negotiated Conditions of Employment; and

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 employees represented by Local 268 of the Amalgamated Transit Union be and it is hereby amended by incorporating the changes, modifications, additions and deletions as negotiated by the representatives of Local 268 and the Authority and as evidenced by Attachment A, attached hereto and fully incorporated as if written herein, to become effective retroactive to August 1, 1994 and continue through July 31, 1997.

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

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

ATTACHMENT: A. TENTATIVE AGREEMENT BETWEEN GCRTA AND ATU, LOCAL 268,  
SUMMARY OF MAJOR CHANGES, NOVEMBER 1, 1994

Adopted: November 22, 1994

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
General Manager/Secretary-Treasurer

ATTACHMENT A  
**TENTATIVE AGREEMENT**  
 Between  
**GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY**  
 and  
**AMALGAMATED TRANSIT UNION, LOCAL 268**

**SUMMARY OF MAJOR CHANGES**  
 November 1, 1994

<u>WAGES</u>	<u>8/1/94</u>	<u>8/1/95</u>	<u>8/1/96</u>
o Increases - all current employees	2.5%	2.5%	3.4%
Top Operator hourly rate (Current - \$15.705/hr.)	\$16.09	\$16.49	\$17.06
	<u>Grs. 1-6</u>	<u>CRT</u>	
o New Wage Progression for all employees hired on or after date of contract ratification	0-12 mos. 60%	0-12 mos. 60%	60%
	13-24 mos. 65%	13-24 mos. 65%	65%
	25-36 mos. 70%	25-36 mos. 70%	70%
	37-48 mos. 80%	37-48 mos. 80%	80%
	49-60 mos. 90%	49+ mos. 85%	85%
	61+ mos. 100%		

BENEFITS

o Health Care

All employees covered by an Authority health care plan will continue to pay their current contribution amount through 1994.

Effective January 1, 1995, employees will contribute a fixed amount for any Authority offered health care plan as follows:

	<u>EMPLOYEE CONTRIBUTION</u>		
	<u>1995</u>	<u>1996</u>	<u>1997</u>
Single	\$ 9.00	\$16.00	\$20.00
Family	18.00	27.00	32.00

The names of specific health care providers will not be included in the contract, but the level of benefits provided will be equal to those provided as of 11/1/94.

The Authority and the Union will work together to implement the Health Care Committee provided for in the contract to review health care plan options and cost containment features.

o Part-Time Health Care

The Authority will contribute \$65.00 per month toward the cost of single or family coverage under any health care plan provided by the Authority and selected by the employee. The employee and his/her dependents must meet all eligibility and other requirements as specified for all Authority employees covered under its plans.

This benefit will be effective with the 1995 health care plan year.

o Sick Leave

Effective January 1, 1995, salaried employees will be placed on the hourly employees sick leave accrual of 5 days (40 hrs) per year. The salary continuation balances such employees have as of the date of contract ratification will remain intact and will be available for use by the employees as needed.

The maximum sick leave an employee can accumulate is increased from 15 days to 25 days.

o Life Insurance

All employees eligible for this benefit will receive an increase in life insurance as follows:

12/1/94	\$21,000.00
8/1/95	22,000.00
8/1/96	23,000.00

Life insurance for retirees will be provided as follows:

- (1) The current benefit of \$1,000 will be increased to \$1,500 effective January 1, 1995.
- (2) All retirees now in their first two years of retirement who are covered by a \$2,000 benefit will move to \$1,500 after their first two (2) years of retirement. (This is an increase from the current \$1,000 benefit after 2 years.)
- (3) All employees retiring effective January 1, 1995 and thereafter receive a \$1,500.00 life insurance benefit upon retirement and continuing at that rate for the duration of their retirement.

o Birthday Holiday

Remains as it is currently provided for in Article I, Section 11, Holidays.

OTHER CHANGES

ARTICLE I

Sec. 3 - Pensions of  
Employees' Representatives

Change title to "Employees' Representatives Pensions, Pay and Benefits."

Add prescription "drug, dental, vision" to list of benefits for clarification only.

Sec. 7 - Grievance

Step 2 - Time limits for decision increased from 3 days to 5 days.

Steps 3 and 4 - Time Limits for holding a hearing and issuing a decision changed to 20 working days after appeal received.

Sec. 8 - Arbitration

Request for arbitration must be made within 45 days following receipt of Step 4 response.

Reference to National Academy of Arbitrators eliminated.

Sec. 10 - Vacation

Revised language contained in "Banked Vacation" section to clearly reflect employee entitlement to banking provision only.

Increase ability to take accrued vacation in single days from current five (5) days to ten (10) days.

Add new language to reflect current practice:

"Bus and Rail Operators Grade 4 shall pick vacations in accordance with their district seniority. Bus and Rail Supervisors Grades 5 and 6 shall pick vacations in accordance with their system seniority. Employees in all other departments shall continue to pick vacations in accordance with their district, system or classification seniority consistent with the department practice in effect as of the date of this agreement."

Sec. 11 - Holidays

Add new language:

"Personal holidays must be used within the year granted or they are lost."

Add language missing from current contract on observance of Memorial Day/Labor Day (clarifies when observed -- no change otherwise).

Sec. 23 - Citizens  
Complaint and Disciplinary  
Reports

Language revised on customer complaints to consider them for purposes of discipline up to one year from the date of the last offense as outlined in the Employee Performance Code and Work Rules (current contract states 3 years).

New Section: Seniority

Add new language:

"In the event an employee within a classification covered by this agreement is transferred or promoted to a position outside the bargaining unit, the employee will continue to accumulate job classification seniority within the bargaining unit for the duration of the probationary period. Such employee's job classification seniority will thereafter be frozen. Job classification seniority will be lost if the employee leaves the employ of the Authority for any reason.

An employee who is displaced from his/her home location for lack of work shall be entitled to return to that location when a vacancy occurs in the employee's job classification before any new employee is hired into that job classification at that location."

ARTICLE II

Sec. 2 - Future Manpower  
Needs

Add new language:

"Part-time bus operators who wish to transfer to part-time rail operator vacancies may apply and, if selected, will forfeit their bus district seniority."

Sec. 6 - Bonus Allowance and Premium Payments      Add provision for spread time for Transportation Supervisors, Grades 5 and 6 (same as Operator spread).

Sec. 16 - Fare Collection      Revise contract language as follows:

"Station attendants will not be required to make change or sell tickets or passes until the station to which they are assigned is equipped with cash registering devices and security provisions are in place.

All operators and station attendants on duty at stations where cash registers and reasonable security precautions are not in place, will be required to issue refund slips for amounts up to one dollar."

NOTE: The Airport and Tower City Stations are currently the only two locations affected by this provision.

#### OPERATIONAL CHANGES

The following package of operational changes will be implemented no earlier than March, 1995.

- o Part-time Operators/  
Requirements - Regular  
Service      The number of part-time Operators will not exceed 18% of the number of full-time Operators systemwide.  
  
Part-time Operators will work trippers, packaged to not exceed 30 hours of work per week.  
  
A tripper is a piece of work whose combined total platform time does not exceed six (6) hours.  
  
The number of trippers will not exceed 18% of full time regular runs systemwide.
  
- o Part-time Operators/  
Requirements - CRT      Add provisions for part-time Operators in CRT identical to those listed above and in Article II, Section 19.
  
- o 15% Allowance in  
Straight Runs for  
Layover and Meals      In all straight runs, not less than fifteen percent (15%) of running time shall be scheduled for both layover and meal break purposes.

Full-time Operator Work Pick Options - (See attached chart - page 8)

- o 5 Day/8 Hour Runs                      Regular runs as currently available for pick.
  
- o 4 Day/10 Hour Runs                      4 day/10 hour runs will be made available for operator pick. These runs must be picked in complete blocks until 4 day/same runs are broken, then the Operator may select from the remaining 4/10's available. 4/10's will be capped at 25% of all runs systemwide and may not exceed 30% of the runs at any one district. Operators picking 4/10's will get three (3) consecutive off days as long as they are available.
  
- o Extra Board                              Establish a true (separate) Extra Board as outlined in the attached Extra Board Rules. Operators will pick the Extra Board as their weekly assignment. When there are no regular runs remaining to be picked as a full weekly assignment by less senior Operators, those Operators will be placed on the Extra Board as their weekly assignment.
  
- o Run Picks                                Remain at 4 per year.

See attached draft contract language covering application of 4 day 10 hour assignments, pick provisions and rules governing operation of the Extra Board.

ARTICLE III

- 4 Day/10 Hour Work Weeks                      The Authority agrees to review the feasibility of 4/10 work weeks throughout the organization. If the 4 day/10 hour schedule is determined feasible, it will be implemented.
  
- Sec. 5 - Work Clothing                      Increase uniforms for maintenance employees from six (6) to ten (10).  
  
Provide winter outerwear for employees in Facilities Maintenance Department who meet the eligibility requirements in Article III, Section 4; for Signal Technicians Grade 650; for Signal Maintainer Grade 550; for Rail Janitors (outside crew only); and for Stop Sign Maintainers Grade 460.

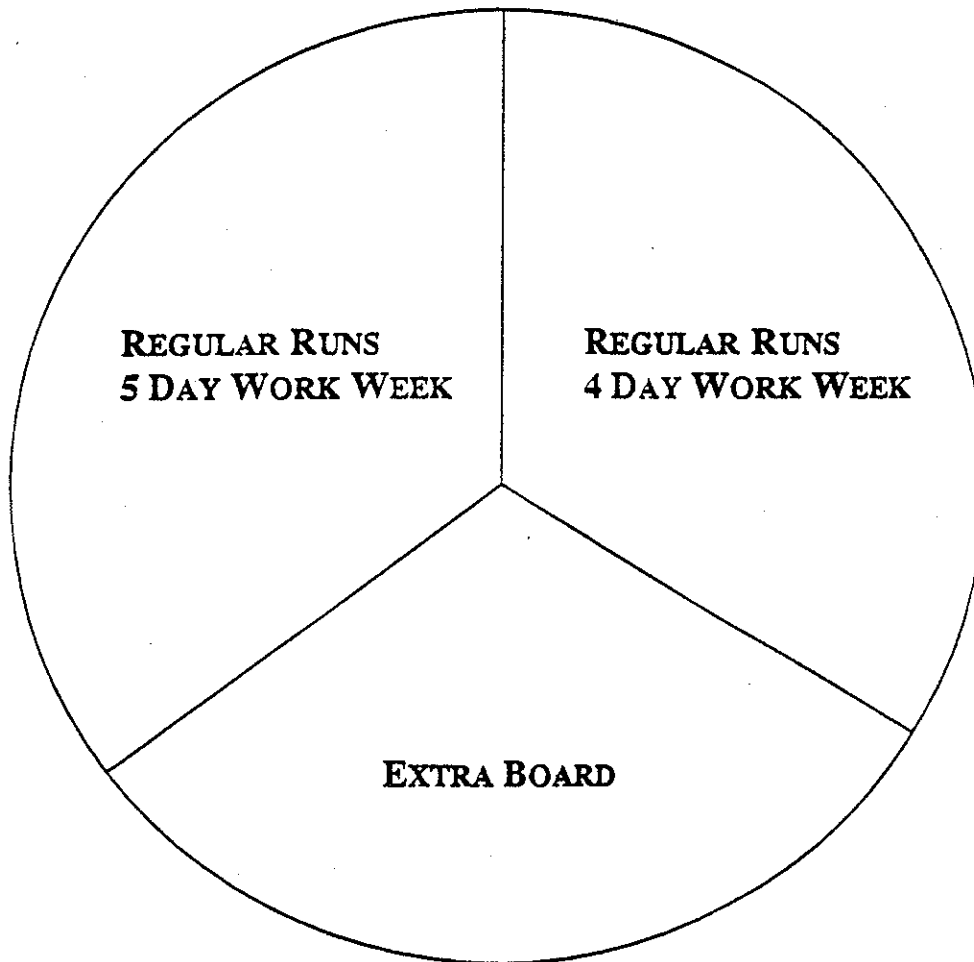
Sec. 10 Safety Shoes

Revise provision as follows:

"The Authority will reimburse employees required by Management to wear safety shoes on a three (3) year basis. The reimbursement amount shall not exceed \$120, nor shall any employee be reimbursed more than once every 3 years from the date of their first reimbursement after December 1, 1994."



## FULL-TIME OPERATOR WORK PICK OPTIONS\*



**NOTE:**

- OPERATORS CAN PICK WORK IN ONE CATEGORY ONLY.
- WORK CANNOT BE MIXED BETWEEN CATEGORIES.

\* PIE CHART ILLUSTRATES THREE DISTINCT CATEGORIES OF WORK AVAILABLE FOR PICK BY FULL TIME OPERATORS. THE SIZE OF THE PIE SLICES ARE NOT PROPORTIONAL TO THE AMOUNT OF WORK AVAILABLE IN EACH CATEGORY.

PROVISIONS FOR FOUR/TEN WORK RUNS

Add the following provisions to Article II (various sections)

4 Day - 10 Hour Assignments

Employees who are assigned to regular runs consisting of four (4) day - ten (10) hour shifts (referred to as four/ten runs) shall be subject to the following terms which shall supersede any conflicting provisions elsewhere in this agreement:

Section 1 - Definition of Four/Ten employee

A four/ten employee is a regular full-time employee whose work assignment is guaranteed to be a minimum of ten (10) hours per day at straight-time pay for four days per week in lieu of eight (8) hours pay per day five (5) days per week. Four/ten runs will be capped at 25% of all runs systemwide and may not exceed 30% of the runs at any one district.

Section 2 - Days Off

Four/ten employees shall have three (3) regular days off per week, including at least two (2) consecutive days off.

Section 3

Four/ten employees shall be granted the same holidays as other employees in the bargaining unit.

Pay - Holiday worked    10 hours at 1½  
  8 hours holiday pay

Pay - Holiday off            Maximum 10 hours at straight time

Sick leave

Maximum - 10 hours at straight time per day based on 4-day work week

Vacation

Maximum - 10 hours at straight time per day based on 4-day work week

Personal Holiday

Maximum 10 hours at straight time per personal holiday

Bereavement --- 10 hours at straight time pay on work days lost

11/02/94

Section 4 - Overtime

All hours worked in excess of ten (10) hours in the scheduled work day or work on any of the three (3) regular days off shall be paid overtime at one and one-half (1½) times the existing straight time rate of pay for actual overtime hours worked.

Section 5 - Both straight and swing

Four/ten work runs are eligible as a regular assignment at all districts.

- o The four/ten run type would be made whenever possible to accomplish the most efficient overall run cut, not to exceed twenty-five percent (25%) system wide.
- o 10-hour runs would be probable not only for weekday runs, but for Saturday and Sunday runs as well.
- o Four/ten runs shall not be mixed with traditional 5 day - 8 hour type runs.
- o Four (4) day same runs to be picked in complete blocks of four (4) days until the runs are broken, i.e., when no four (4) days of same run remain available then the regular pick process will be in place.
- o Spread time for four/ten runs is 14 hours. One-half spread penalty would start at 12 hours 15 minutes (12:15) and three-quarter spread penalty would start at thirteen hours (13:00). No change in spread time or penalties for 5 day - 8 hour runs.
- o Three consecutive off days are available within the number of available off days posted. At some point, off days associated with 4 day - 10 hour runs shall become two consecutive days and one additional day during the week, based on availability at the operator's choice at time of the pick.
- o With four/ten runs, the limit of no swing runs after 7:30 p.m. would be extended one-half hour to 8:00 p.m. No swing runs would be permitted to be off after 8:00 p.m.

ARTICLE II

PROVISIONS APPLICABLE TO TRANSPORTATION DEPARTMENT EMPLOYEES

Add the following language to incorporate operational changes.

Section 1. Definitions

**Regular Run:** On all schedules, a regular run is a scheduled day's work for one crew in which the sum of all scheduled vehicle time, pull-out time, paid time between pieces, and travel time amounts to at least eight (8) hours. The four/ten runs' sum of scheduled vehicle time, pull-out time, paid time between pieces, and travel time amounts to at least ten (10) hours.

**Bonus Run:** Runs whose straight time hours are less than eight (8) hours but because of limitations imposed on the number of permissible trippers, are bonused to eight (8) hours. The four/ten runs whose straight time hours are less than ten (10), and for the same reason stated for eight (8) hour runs, are bonused to ten (10) hours.

**Hold Down:** Runs vacated by the regular operator for five (5) or more work days, or in the case of four/ten work, for four (4) or more work days (i.e., vacation, sick, Workers' Compensation, etc.).

**Tripper:** On all schedules, a tripper is a piece of work whose combined platform time does not exceed six (6) hours.

**Regular Person:** A bus or rail operator who selects a regular run and maintains that assignment for the period of the pick.

**Extra Board Person:** A bus or rail operator who, at a given pick, selects the extra board or is placed on the extra board, and will hold that assignment throughout the period for which the pick is effective.

**Extra Board:** The extra board is a list of full-time operators maintained for the purpose of filling all work not being performed by regular full-time or part-time operators.

**Day Run:** A day run is one which is scheduled to be completed on or before 7:30 p.m., except for the four/ten run which is scheduled to be completed before 8:00 p.m.

**Late Run:** A late run is one which is scheduled to be completed after 7:30 p.m., except for the four/ten run which is scheduled to be completed after 8:00 p.m.

**Owl Run:** An owl run is one which is scheduled to start around midnight and is completed around 8:00 a.m., except for the four/ten run which is scheduled to start around midnight and is completed around 10:00 a.m.

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Section 1. Definitions (Continued)

**Four/Ten Bonus Time**

**Add Bonus To Make 10 Hours:** Time paid but not worked which is necessary to increase the pay time of a regular run to the required 10-hour minimum excluding spread penalty is referred to as bonus time to make ten (10) hours.

Section 3A. Picking Runs

The right of selection of runs will be granted to bus and rail operators at least four (4) times a year (March, June, September, December). The dates on which these picks become effective shall coincide with the beginning of a payroll period. In case schedules are changed on dates other than above and as often as they may be changed, the Authority may assign affected employees until the next pick.

**The district will post all regularly scheduled runs on master pick sheets.**

In picking five (5) days of work or four/ten assignments and extra board, all bus and rail operators will be required to leave choice sheets (proxies) indicating their selection of daily work on any line or lines operating out of the district with the pick supervisor at or before their picking time. At each operator's scheduled picking time, his/her choices will be posted on the master pick sheet by the pick supervisor (or Union board member). All regularly scheduled runs are to be picked. If not picked, the dispatcher reserves the right to assign work to operators in reverse order of their seniority. Any remaining runs that cannot be assigned as either four/ten or five/eight weekly assignments will be assigned to the Extra Board. The selection of runs and the extra board shall not be mixed. An operator shall select either five (5) days of work runs, a four/ten work week or the extra board.

The two (2) days or three (3) days in picks of four/ten assignments, on which each bus and rail operator did not select work will constitute his/her days off, providing those days are available on the day off sheet. If the days in question are not available to be utilized as "days off", the operator will be required to change his/her pick of working days to conform.

Section 4. Move Ups and Move Backs ("Hold downs")

Picking of "hold downs" shall coincide with the beginning of each payroll period. The successful operator shall work the "hold down" for the duration of work available. Example: Five (5) weeks of vacation.

**Section 5. Make-Up of Runs and Trippers, All Schedules:**

1. All scheduled regular runs shall pay at least eight (8) hours per day and ten (10) hours in cases of four/ten runs, excluding spread penalty. Bonus runs shall pay a minimum of eight (8) hours per day for a five (5) day work week and a minimum of ten (10) hours per day for four/ten runs, excluding spread time.

2. The percentage, system wide, of regular runs presently required to be straight shall be fifty percent (50%) on weekdays, seventy-five percent (75%) on Saturdays and one hundred percent (100%) on Sundays. Bonus runs are not included in calculated percent of straight runs versus swing runs. The percent of trippers system wide shall not be greater than eighteen percent (18%) of the number of regular runs.

3. Owl runs on all schedules shall be straight and shall be completed as near 8:00 a.m. as possible. Wherever practical, Owl runs will be scheduled so as not to finish on freeways. The four/ten Owl run shall be completed as near 10:00 a.m. as possible.

4. Regular 5-day runs must be completed within thirteen (13) hours of platform time. Trippers must be completed within twelve (12) hours plus one-half (1/2) trip of platform time. The four/ten run must be completed within fourteen (14) hours of platform time.

5. Same

6. For work other than straight runs, a layover of one minute shall be scheduled for each ten (10) minutes of round trip running time, and in no event shall this layover be less than five (5) minutes per round trip. Also, no less than five (5) minutes of this layover may be scheduled at one end of the line.

7. In straight runs not less than fifteen percent (15%) of running time shall be scheduled for both layover and meal break purposes.

8. Same

**Section 6. Bonus Allowances and Premium Payments**

Spread time for 4 day - 10 hour runs would increase to 14 hours. One-half spread penalty would start at 12 hours 15 minutes (12:15) and three-quarter spread penalty would start at thirteen hours (13:00).

Section 6. Bonus Allowances and Premium Payments (Continued)

9. Accident Reports: Bus and rail operators shall be paid thirty (30) minutes for making out accident reports, provided they have complied with the rules of the Authority concerning the handling of accidents. No part of this shall be used to recover 8-hour or 10-hour bonus time, and it shall not be a part of daily or weekly overtime. Time spent by bus and rail operators making out accident reports shall not be used as part of the weekly guarantee time. The ten (10) hour bonus time applies to four/ten runs.

Section 11.

The Authority shall determine the size of the extra board based on the requirements of each operating district as dictated by absenteeism, including scheduled leaves and extra work.

Section 19.

2. The maximum number of part-time bus and rail operators employed by the Authority shall not exceed eighteen percent (18%) of the number of full-time bus and rail operators system wide.

3. Part-time operators working a four/ten work assignment on the extra board must complete their day's work within fourteen (14) hours of platform time.

APPENDIX C.

Add provisions for part-time operators at CRT.

RULES GOVERNING OPERATION OF THE EXTRA BOARD

The following rules shall govern the method of handling Extra Operators' Lists at the respective districts:

1. Listing of Assignments on Board Mark-Up

- (a) All work foreseen at 11:00 a.m. which signs on at or after 12:01 a.m. the following day shall be filled by Extra Operators and such work shall be listed in the order of sign-on time. Vacancies in regular assignments which come to the attention of the District Superintendent by 11:00 a.m. of the day previous to assignment will be included in the 3:00 p.m. Mark-Up and listed in the order of sign-on time.
- (b) Listing of Work Assignments for the following day shall be marked-up as follows:
  - 1. Straight Day Runs
  - 2. Split Day Runs
  - 3. Straight Afternoon Runs
  - 4. Split Afternoon Runs
  - 5. Straight Late Runs
  - 6. Split Late Runs
  - 7. Split Extra Assignments
  - 8. Report

2. Combining A.M. and P.M. Assignments

- (a) When listing combination of A.M. and P.M. extra assignments, the two (2) assignments will be listed side by side. Uncombined extra assignments commencing after 12:01 p.m. may be withheld from the list of work to be filled.
- (b) An Extra Operator who is marked up to a definite assignment on the Extra Board, and whose assignment is changed after the Board is posted, will have his/her earnings for that day protected.

3. Vacancies on Board Mark-Up

- (a) All vacancies in assignments shall be posted in the run book and shall be filled by available qualified Extra Operators assigned to the District indicated as the regular sign-on and sign-off points in the assignment sheets.
- (b) Regular Operators will not be required to work trippers.
- (c) Extra Operators are first in order of utilization on all extra work.

11/02/94



3. Vacancies on Board Mark-Up (Continued)

- (d) If an Extra Operator is left off the Board by mistake, he or she will be given open extras within the same time range and guaranteed no less than the earnings of the correct mark-up. The Operator will remain in the normal rotation spot for the next day.

Extra Operators who do not have the required rest to begin their assignment due to the needs of service the preceding day will be permitted to take over their assignment at the first opportunity. The following will govern the assignment of Extra Operators:

1. When marking up or filling regular assignments with Extra Operators, the Extra Operator will be given the entire assignment, providing no violation of required rest would occur.

The Extra List assignments shall be posted in the District by 3:00 p.m. daily reflecting the next day's assignments.

4. Rotating List

Determining the number of Extra Operators available for work to be filled:

- (a) Exclude Extra Operators scheduled to be absent on account of "requested day off" and absent for other reasons.
- (b) The number of Operators to be rotated on the Extra List at each District shall be three (3) unless otherwise agreed between the District Superintendent and the Union President. Such rotation will not be changed except at the time of a pick.

5. Need for Additional Operators For Extra Work on a Rotating Basis

When the Extra Board has been exhausted and there is a need for additional Operators, those who have requested work on their off days shall be called to work in seniority order:

- (a) Full-time Operators who have requested to work on their picked day(s) off shall be assigned to work in time order sequence early to late runs subject to rest and qualifications. Any full-time Operator who has requested work on his/her picked day off will be passed if that work will leave him/her unavailable to work his/her regular assignment.

Any Operator passed will be placed at the Top of the additional Operator list for the next off day. Those who are assigned work shall go to the bottom of the rotation list in the order that they were assigned.

5. Need for Additional Operators on Extra List (Continued)

- (b) When the list of full-time Operators referred to above have been exhausted, part-time Operators may be utilized.
- (c) All Operators desiring to perform work referred to in this Section shall file a Request to Work form with the District Superintendent at the time of pick or twenty-four (24) hours prior to 12:01 a.m. of the day work is to be performed. Operators will be required to fill new Request to Work forms when any district pick occurs. Operators desiring to have their names removed from the list shall give notice in writing to the District Superintendent at least twenty-four (24) hours prior to 12:01 a.m. of the day that the Operator wishes to cancel said request to work.
- (d) Those Regular Operators used as described above will rotate as they are used on a daily basis so as to afford each Operator one (1) day's work on a given day of the week before any Operator receives two (2) day's work. Lack of qualifications and/or required rest will be considered reason for passing the Operator. The Operator passed will remain first out for work. The Union may review such records.
- (e) The following procedure will be used in calling day-off Operators on their second or third day off, who have signified that they would not check for assignments on their second or third off day in this Section:
  - 1. When calls are made and the day off Operator is not at home, he/she will be passed and no message left at his/her home.
  - 2. After the list of all "off day" Operators has been exhausted, and additional employees are still needed, the Dispatcher will again call those Operators whom he/she has not been able to contact previously. This procedure will also be followed after the Extra Board has been posted and the need arises for an additional Operator.

1. No operator will be assigned to more than one report.
2. Operators reporting back for work from sick must do so before 11:00 a.m. on the day before they are scheduled to return.
3. Operators must be given eight (8) hours rest between one day's assignment and the next day's assignment.
4. Extra work combined and put on the Board the day before, shall not be changed.
5. An extra board operator marked up for a straight report is required to be available for work for a minimum of eight (8) hours. No such operator shall be required to be on duty more than fourteen (14) hours in a twenty-four (24) hour period unless some emergency circumstances exist that requires same. In no event shall the operator be required to report for the next day's assignment without having a minimum of eight (8) consecutive hours of rest within that given (above) twenty-four (24) hour period.
6. A straight report extra board operator who has been on report for three (3) continuous hours without catching an assignment shall be given "open work" that would sign off within the time frame as described above. At all times it shall be the duty of the "mark-up dispatcher" and "window dispatcher" to distribute work to report operators in the most cost effective manner.
7. Operators having missed may be placed on an open piece of work, but not in front of anyone on the Board.
8. When services require the use of operators who "missed" the following rules apply:
  - (a) Regular operators who miss may be placed on an open piece of work, if qualified, but not before or in front of a reporting extra board operator on the day of the miss.
  - (b) An extra board operator who is marked up to a run and "misses" may be given the latest open assignment closest to his/her position on the extra board for that day or placed on report.
  - (c) An extra board operator who is marked up to a straight report and misses may be placed on report upon arrival or given an open assignment closest to his/her position on the extra board on the day in question.

In neither case (b. and c.) should the "miss" operator be given an open assignment before or in front of extra board operators within the same time range who did not "miss" on that day.

9. In case a run is placed on the Board by error, the extra operator that was assigned that run will be taken off the run and assigned open extras and given eight (8) or ten (10) hours guarantee, whichever is applicable.

These Rules governing the operation of the Extra Board can only be changed after notifying the Union President or his or her designee, and if agreed to by the Union and Management.

Date \_\_\_\_\_

General  
Manager \_\_\_\_\_

Union  
President \_\_\_\_\_

Economic Analysis - New Contract with ATU Local 268

	Estimate 1994	Estimate 1995	Estimate 1996	Estimate 1997
Wages	78,050,077	79,926,648	80,780,560	81,539,511
Fringes	22,061,663	22,771,599	23,440,703	24,111,956
<b>Base Personnel Costs (ATU Only)</b>	<b>100,111,739</b>	<b>102,698,247</b>	<b>104,221,263</b>	<b>105,651,467</b>
<b>Contract Changes</b>				
Wage Increase (2.5% / 2.5% / 3.4%)	863,054	3,257,473	5,979,259	8,103,062
Medical Benefits (Equalizes Employee Contrib)	0	106,036	-38,703	-86,423
Operations Proposal	0	291,537	769,630	788,244
New Hire Progression (60/65/70/80/90/100); CRT = 65-85%	-66,227	-254,818	-512,983	-714,519
Pensioner's Life (\$1,500 Benefit)	0	20,436	21,626	22,321
Life Insurance (\$21K / \$22K / \$23K)	756	6,429	10,967	13,614
Work Clothing (Increase from 6 to 10 Sets)	57,236	137,367	137,367	137,367
Medical to PT Employees (\$65 Single/Family)	52,867	134,680	145,600	145,600
Salary Sick Benefits (5 Days per Year)	21,847	79,873	150,366	204,095
<b>Subtotal - Contract Changes</b>	<b>929,533</b>	<b>3,779,012</b>	<b>6,663,129</b>	<b>8,613,361</b>
<b>Estimated Resulting Personnel Costs</b>	<b>101,041,272</b>	<b>106,477,259</b>	<b>110,884,392</b>	<b>114,264,828</b>
<b>Service Hours</b>	<b>2,109,203</b>	<b>2,143,697</b>	<b>2,143,697</b>	<b>2,143,697</b>
<b>Cost per Hour (for ATU Personnel)</b>	<b>\$47.90</b>	<b>\$49.67</b>	<b>\$51.73</b>	<b>\$53.30</b>
<b>Percent Change vs. Prior Year</b>		<b>3.68%</b>	<b>4.14%</b>	<b>3.05%</b>

Wage Increases	Top Operator
1994	
0.00%	\$15.70
2.50%	\$16.09
0.96%	
1995	
0.00%	\$16.09
2.50%	\$16.49
1.02%	
1996	
0.00%	\$16.49
3.40%	\$17.06
1.31%	
1997	
0.00%	\$17.06
0.00%	\$17.06
0.00%	
8.40%	8.63%

<b>1994-1997 Total Cost 19,985,035</b>
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	1994	1995	1996	1997	1998
<b>Cost per Hour from GF Balance Analysis</b>	<b>\$77.34</b>	<b>\$78.57</b>	<b>\$81.02</b>	<b>\$82.07</b>	<b>\$83.81</b>
<b>Growth in Cost per Hour of Service</b>	<b>6.1%</b>	<b>1.1%</b>	<b>3.1%</b>	<b>1.3%</b>	<b>2.1%</b>
<b>Ending Balance</b>	<b>14,204,556</b>	<b>14,339,866</b>	<b>10,618,819</b>	<b>2,317,122</b>	<b>-6,540,953</b>

Costs by Contract Year	Yr 1	Yr 2	Yr 3	Total
	2,546,677	5,503,296	8,521,662	16,571,635

## General Fund Balance Analysis

Assumptions:	Passenger Fare Annual Growth =	4.5%	-0.8%	1.3%	2.2%	1.5%
	Sales Tax Annual Growth =	11.2%	4.6%	5.0%	4.0%	4.0%
	Personnel and Fringe Cost Growth =	6.6%	7.0%	4.2%	3.4%	1.7%
	Non-Personnel Cost Growth =	6.8%	0.9%	2.8%	3.1%	3.1%
	Capital Contribution =	5,700,000	7,300,000	6,300,000	6,521,000	6,749,000
	Percent Contribution =	4.9%	6.0%	4.9%	4.9%	4.9%

	1991 Actual	1992 Actual	1993 Actual	1994 Estimate	1995 Budget	1996 Estimate	1997 Estimate	1998 Estimate
<b>Beginning Balance</b>	14,441,686	5,177,343	9,061,117	8,000,673	14,204,556	14,339,866	10,618,819	2,317,122
<b>Revenue</b>								
Passenger Fares	40,213,168	38,619,932	41,295,969	43,139,000	42,810,000	43,375,000	44,311,000	44,983,000
Advertising & Concessions	657,622	586,384	967,196	914,000	989,000	1,008,000	1,027,000	1,046,000
Sales & Use Tax	98,551,334	102,195,800	105,192,077	117,000,000	122,324,000	128,440,000	133,578,000	138,921,000
Federal Operating Assistance	9,210,635	9,145,526	8,952,934	8,985,173	7,952,000	7,038,000	6,229,000	5,513,000
State Operating Assistance	6,568,279	12,682,137	0	5,886,040	6,030,000	6,030,000	6,030,000	6,030,000
Ohio Elderly Fare Assistance	310,846	836,067	267,376	868,037	589,000	589,000	589,000	589,000
Investment Income	1,646,729	727,317	724,214	1,000,000	1,600,000	1,400,000	1,000,000	600,000
Other Revenue	1,520,652	2,787,336	1,161,720	950,000	950,000	950,000	950,000	950,000
Reimbursed Expenditures	2,475,603	4,130,441	3,462,755	3,500,000	4,000,000	3,650,000	3,300,000	3,300,000
Transfer From Insurance Fund	0	1,233,000	270,000	0	0	0	0	0
<b>Total Revenue</b>	<b>161,154,868</b>	<b>172,943,940</b>	<b>162,294,241</b>	<b>182,242,250</b>	<b>187,244,000</b>	<b>192,480,000</b>	<b>197,014,000</b>	<b>201,932,000</b>
<b>Total Resources</b>	<b>175,596,554</b>	<b>178,121,283</b>	<b>171,355,358</b>	<b>190,242,923</b>	<b>201,448,556</b>	<b>206,819,866</b>	<b>207,632,819</b>	<b>204,249,122</b>
<b>Operating Expenditures</b>								
Personnel Services	109,236,547	113,267,091	112,379,092	119,746,070	128,153,155	133,501,252	138,010,298	140,399,401
Other Expenditures	47,117,135	45,023,270	42,618,748	45,510,349	45,939,535	47,225,795	48,694,400	50,208,674
<b>Total Operating Expenditures</b>	<b>156,353,682</b>	<b>158,290,361</b>	<b>154,997,840</b>	<b>165,256,419</b>	<b>174,092,690</b>	<b>180,727,047</b>	<b>186,704,697</b>	<b>190,608,075</b>
<b>Transfers</b>								
Bond Retirement Fund	7,410,391	6,769,805	4,356,845	5,081,948	5,716,000	9,174,000	12,090,000	13,433,000
Capital Improvement Funds	0	4,000,000	2,940,000	5,700,000	7,300,000	2,580,000	0	0
<b>Total Transfers</b>	<b>7,410,391</b>	<b>10,769,805</b>	<b>7,296,845</b>	<b>10,781,948</b>	<b>13,016,000</b>	<b>11,754,000</b>	<b>12,090,000</b>	<b>13,433,000</b>
<b>Total Expenditures</b>	<b>163,764,073</b>	<b>169,060,166</b>	<b>162,294,685</b>	<b>176,038,367</b>	<b>187,108,690</b>	<b>192,481,047</b>	<b>198,794,697</b>	<b>204,041,075</b>
<b>Ending Balance</b>	<b>11,832,481</b>	<b>9,061,117</b>	<b>9,060,673</b>	<b>14,204,556</b>	<b>14,339,866</b>	<b>14,338,819</b>	<b>8,838,122</b>	<b>208,047</b>
<b>Capital Improvements Contribution</b>	<b>6,655,138</b>	<b>0</b>	<b>1,060,000</b>	<b>0</b>	<b>0</b>	<b>3,720,000</b>	<b>6,521,000</b>	<b>6,749,000</b>
<b>Available Ending Balance</b>	<b>5,177,343</b>	<b>9,061,117</b>	<b>8,000,673</b>	<b>14,204,556</b>	<b>14,339,866</b>	<b>10,618,819</b>	<b>2,317,122</b>	<b>-6,540,953</b>