

RESOLUTION NO. 1995-82

SELECTING THE PHASED IMPLEMENTATION OF ALTERNATIVE 4A
AS THE LOCALLY PREFERRED ALTERNATIVE OF THE RED LINE
RELOCATION PROJECT

WHEREAS, the Federal Transit Administration awarded the GCRTA Grant No. OH-03-0125 to conduct a Transitional Analysis Study of the Red Line Relocation Alternatives;

WHEREAS, in April, 1993 the GCRTA Board of Trustees adopted the 2010 Long Range Plan which assumes the Red Line Relocation Project as essential to the development of many of the projects;

WHEREAS, the Board must make a selection of a Locally Preferred Alternative for the Red Line Relocation Project to advance to further study in the Preliminary Engineering phase of analysis;

WHEREAS, the Locally Preferred Alternative selected by the Board will be presented to the Northeast Ohio Areawide Coordinating Agency (NOACA) as RTA's preferred alternative for that agency's action as required by Federal regulations;

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

Section 1. That the Red Line Relocation Project as described in Attachment A is hereby adopted;

Section 2. That the General Manager/Secretary-Treasurer will present to NOACA the Authority's interest in pursuing the phased implementation of Alternative 4A through the Preliminary Engineering phase of study.

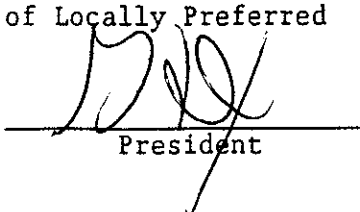
Section 3. That the General Manager/Secretary-Treasurer is authorized to file a grant application to the Federal Transit Administration for funding necessary to complete the Preliminary Engineering of the phased implementation of Alternative 4A.

Section 4. That Preliminary Engineering of the Locally Preferred Alternative will proceed only if a majority of the study cost is paid for by Federal funds.

Section 5. That this Resolution shall become effective immediately upon its adoption.

Attachment A: Summary of Recommendation of Locally Preferred Alternative

Adopted: May 15, 1995



President

Attest: 

General Manager/Secretary-Treasurer

TENTATIVE AGREEMENT BETWEEN GCRTA AND FOP/OLC
April 13, 1995

Except as provided below, all other sections of the Collective Bargaining Agreement between the GCRTA and the FOP/OLC effective February 1, 1992 through January 31, 1995, shall remain unchanged.

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 wages, hours, terms and other conditions of employment 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 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;

Effectively manage the work force;

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

Section 2. 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 3.

(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 or the FMLA.

Article 7 - Compliance With Other Regulations

Section 1. The GCRTA and its employees or their representatives 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.

Section 2. The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

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 or designee 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 Chief of Police/Director of Security or designee may be made to the Assistant General Manager-Human Resources or Labor and Employee Relations Administrator within five (5) days of the date upon which notification has been given of the decision of the Director of Security/Chief of Police or designee. The Assistant General Manager-Human Resources or Labor and Employee Relations Administrator shall notify the grievant or his/her representative, hold a hearing and issue a written decision within twenty (20) days after the appeal is received.

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 Labor and Employee Relations Administrator. The General Manager or Deputy General Manager shall notify the grievant or his/her representative, hold a hearing and issue a written decision within twenty (20) days after the appeal is received.

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. Further, all time limits specified in this Article may be extended by mutual written agreement between the FOP and the GCRTA.

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 no later than thirty (30) days from the date of the grievance decision by the fourth step hearing officer. The parties may then mutually select an arbitrator. However, if no arbitrator is selected by that method the moving party may request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of arbitrators who are currently available to serve, from which the arbitrator shall be selected. The parties shall, within five (5) days after receipt of such list, determine by lot the order of elimination, and, thereafter, each shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the arbitrator.

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.

The time limits specified herein shall be considered work days and shall exclude Saturdays, Sundays and Holidays. Further, all time limits specified in this Article may be extended by mutual written agreement between the FOP and the GCRTA.

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 disciplinary 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 in writing 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. Personnel files are considered public records as defined in Ohio Revised Code. GCRTA shall maintain an official personnel file for each bargaining unit member which shall be maintained by the Human Resource Division. Bargaining unit members shall have access to their personnel file and any other records that the GCRTA may be required to make available for inspection and copying pursuant to the Ohio Open Records Act (149.03 O.R.C.).

Section 2. Each bargaining unit member shall be permitted upon written request to review the contents of his/her personnel file during regular business hours or such time as may be mutually agreed upon.

Bargaining unit members involved in a grievance or disciplinary matters shall have access to their individual personnel file during regular business hours or at such time as may be mutually agreed upon in order to adequately prepare for such grievance or disciplinary matter. Material shall not be removed from or added to the personnel file nor shall its contents be altered in any way during such inspection. Employees are entitled to have a representative with them while reviewing their own file.

Such examination shall be at the location where a personnel file is maintained and shall be conducted in the presence of a representative of the Human Resources Division. If there is any disagreement as to the contents of the personnel file, a bargaining unit employee shall have the right to submit a statement concerning any material in the employee's personnel file and any such statement shall then become a part of the file and remain in the file as long as the disputed material remains a part of the file.

Section 3. All official entries of a disciplinary or adverse nature shall be retained in the personnel file maintained by the Human Resources Division. Disciplinary action three (3) years or older shall not be used for the purpose of progressive discipline. Bargaining unit members will be notified of any complaints that may become a part of the personnel file and will be provided a copy of such complaint and will be permitted an opportunity to attach a dissenting statement.

Section 4. When a request is made to review a bargaining unit member's personnel file by a member of the news media or general public, the affected employee will be notified in writing as soon as possible.

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 by this Agreement upon ratification.

Article 20 - Duration

This Agreement shall remain in effect from March 1, 1995 until February 28, 1998, 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 tie breaker.

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. The GCRTA agrees to provide the FOP with a complete departmental seniority list once each calendar year.

Article 22 - Shift Selection

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 twice each year. 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 until the next pick. 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.

The Authority will furnish the following Letter of Understanding:

The Authority agrees to establish a Labor/Management Committee to consider recommendations to change the schedule based on the following considerations: 1) There must be a zero cost differential between the current and proposed methods of scheduling; 2) The proposed deployment must meet the Authority's needs when all operational factors are considered. If the recommendations meet the criteria established above, the Authority shall accept the committee's recommendations. Provided, however, the Authority shall have the right to make adjustment to the recommendations based on future conditions, including, but not limited to, financing, staffing requirements and other operational factors. The committee will convene no later than May 1, 1995. The committee will be comprised of three representatives of the FOP and three representatives of GCRTA.

Article 25 - Fill in Assignment

Section 1. The selection of an employee for a fill in assignment shall be made on an equitable, rotating basis. If there exists an eligibility list for promotion to that classification, the fill in will be made on the basis of the employee's standing on said list. Any employee who declines an offer for a fill in assignment shall be placed at the bottom of the list. No employee shall remain in a fill in status for more than 120 days unless there is mutual agreement to extend between the FOP/OLC and the GCRTA. The Authority will make a reasonable effort to limit fill in assignments to no more than 90 days.

Section 2. An employee who is requested by Management to fill in for an employee in a higher classification and performs the work of that higher classification shall be paid at the beginning wage rate of the higher classification for the hours worked in that capacity.

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 period 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 service performing bargaining unit work has been discounted, 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.

Article 29 - Promotions

Section 1. Bargaining unit seniority shall be frozen if an employee is promoted out of the bargaining unit. If an employee seeks to return to the bargaining unit, such employee must apply for vacant bargaining unit positions. For the sergeant classification, an employee must compete through the selection process and at the times offered. For the Transit Police Officer classification, an employee who has previously held such classification will be required to meet the physical agility standard in effect. Employees seeking to return to the bargaining unit shall have preference over applicants outside the Police Department or the GCRTA in filling vacant positions.

Section 2. Employees who return to the bargaining unit shall retain all bargaining unit seniority previously earned for all purposes except vacation and shift selection.

New Article Probationary Period

Section 1. Employees hired, promoted or transferred into the bargaining unit shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation in the new classification and shall continue for a period of six months for Security Monitors and Sergeants and 12 months for Transit Police Officers. A probationary employee who has lost work time due to illness or injury shall have his/her probationary period extended by the length of the illness or injury.

Section 2. A newly hired probationary employee may be terminated at any time during his/her probationary period and shall have no right to appeal of the termination under this Agreement. The Transit Police Officers who have completed Police Academy Training are entitled to Union representation, including the Grievance and Arbitration procedure, for all matters except discipline and discharge. Furthermore, such employee is entitled to all benefits which are granted to other bargaining unit employees who have completed a six month probationary period.

Article 30 - Employee Benefits

Section 1. Health Care

The Authority guarantees the level of health care benefits provided will remain equal to those in effect as of January 1, 1995 for the duration of this Agreement. 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.

All employees covered by an Authority health care plan will continue to pay the existing employee's contribution amount through 1995.

Effective January 1, 1996, employees will contribute a fixed amount for any Authority offered health care plan as follows:

	Employee Contribution	
	<u>1996</u>	<u>1997</u>
Single	\$16.00	\$20.00
Family	27.00	32.00

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. All bargaining unit employees shall accrue paid sick leave totaling 40 hours per year on the basis of 1.538 hours accrued per payroll period. Unused sick leave may be accumulated up to a maximum of 200 hours. Paid sick leave shall commence with the first scheduled work day, or fraction thereof, lost due to non occupational 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 canceled 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	\$204.00 per week
Police Officers	\$209.00 per week
Sergeants	\$219.00 per week

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 short term disability 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
<u>Non-Police</u>	\$20,000

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

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 seven (7) 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, stepchildren, brother, stepbrother, sister, stepsister, father-in-law or mother-in-law.

Section 5. Holidays shall be picked by each employee no more than thirty (30) days and no less than seven (7) 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 Director of Security/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 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 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.

With the approval of the Director of Security/Chief of Police, an employee may use up to five (5) days of vacation, in single day increments, by requesting such days off no less than seven (7) days and no more than thirty (30) days in advance of the first date sought to be off.

Section 4. Vacation Pay. Vacation days are paid at the regular rate of pay of that employee based on eight (8) straight-time hours.

Section 5. Banked Vacation. 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 bank a maximum of one (1) vacation week per year. Employees entitled to four (4) weeks or more vacation may elect to bank up to a maximum of two (2) vacation weeks per year. The maximum amount of vacation that may be banked shall be ten (10) weeks.

Banked 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 35 - Maternity Leave

Section Deleted (Leave covered by the Authority's Family Medical Leave policy - AP&P 1994-6)

Article 45 - Wages

Section 1. Effective March 1, 1995 each employee shall receive a lump sum payment of \$40.

Section 2. The Transit Police Officer classification shall be a grade 4, with the understanding that such grade applies only to the Police Department and has no relationship with any other grade system at GCRTA.

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April 13, 1995

Section 3. Transit Police Officers shall be paid at the following rates effective March 1, 1995:

First year of service	\$12.08
	12.84 (if state certified)
Second year of service	13.59
Third year of service	14.35
Fourth year of service	15.10
Fifth year of service & thereafter	15.40

Transit Police Officers shall be paid at the following rates effective September 1, 1995:

First year of service	\$12.08
	12.84 (if state certified)
Second year of service	13.59
Third year of service	14.35
Fourth year of service	15.10
Fifth year of service	15.56

Transit Police Officers shall be paid at the following rates effective March 1, 1996:

First year of service	\$12.32
	13.09 (if state certified)
Second year of service	13.86
Third year of service	14.63
Fourth year of service	15.40
Fifth year of service	15.87

Transit Police Officers shall be paid at the following rates effective September 1, 1996:

First year of service	\$12.44
	13.22 (if state certified)
Second year of service	14.00
Third year of service	14.78
Fourth year of service	15.56
Fifth year of service	16.03

TENTATIVE AGREEMENT BETWEEN GCRTA & FOP/OLC
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Transit Police Officers shall be paid at the following rates effective March 1, 1997:

First year of service	\$12.69
	13.49 (if state certified)
Second year of service	14.28
Third year of service	15.07
Fourth year of service	15.87
Fifth year of service	16.35

Transit Police Officers shall be paid at the following rates effective September 1, 1997:

First year of service	\$13.00
	13.81 (if state certified)
Second year of service	14.62
Third year of service	15.44
Fourth year of service	16.25
Fifth year of service	16.74

Section 4. Transit Police Officers promoted to Sergeant after March 1, 1995 shall be paid a percentage of the top Transit Police Officer rate in effect as follows:

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

Section 5. Security Monitors shall be paid at the rate in effect as of March 1, 1995:

First year of service	\$12.08
Second year of service	13.29
Third year of service & thereafter	13.56

Security Monitors shall be paid at the rate in effect as of September 1, 1995:

First year of service	\$12.08
Second year of service	13.29
Third year of service & thereafter	13.69

Security Monitors shall be paid at the rate in effect as of March 1, 1996:

First year of service	\$12.32
Second year of service	13.56
Third year of service & thereafter	13.97

TENTATIVE AGREEMENT BETWEEN GCRTA & FOP/OLC
April 13, 1995

Security Monitors shall be paid at the rate in effect as of September 1, 1996:

First year of service	\$12.44
Second year of service	13.69
Third year of service & thereafter	14.10

Security Monitors shall be paid at the rate in effect as of March 1, 1997:

First year of service	\$12.69
Second year of service	13.97
Third year of service & thereafter	14.39

Security Monitors shall be paid at the rate in effect as of September 1, 1997:

First year of service	\$13.00
Second year of service	14.30
Third year of service & thereafter	14.73