

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 February 28, 1998; and

WHEREAS, collective bargaining between representatives of the Fraternal Order of Police/Ohio Labor Council and representatives of the Authority has produced a new Collective Bargaining Agreement covering the period from March 1, 1998, through February 28, 2001;

WHEREAS, the members of the Fraternal Order of Police/Ohio Labor Council are scheduled to approve the new negotiated Collective Bargaining Agreement on May 8, 1998;

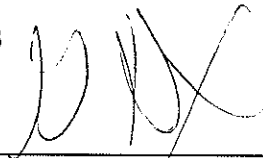
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

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 March 1, 1998 and continuing through February 28, 2001.

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

ATTACHMENT: A. TENTATIVE AGREEMENT BETWEEN GCRTA AND FOP/OLC

Adopted: May 12, 1998



President

Attest: 

General Manager/Secretary-Treasurer

Tentative Agreement between the FOP/OLC and the GCRTA
April 15, 1998

The term of this agreement shall be three years, to take effect following FOP ratification and GCRTA Board of Trustees' approval and to continue through February 28, 2001.

The following is a summary of the changes to the Collective Bargaining Agreement tentatively agreed to by the Greater Cleveland Regional Transit Authority and the Fraternal Order of Police/ Ohio Labor Council. All other provisions not listed herein shall remain unchanged and continue for the duration of the new agreement.

I. Non-Economics

1. Revised Article 10 Discipline to include a statement committing GCRTA to due process and the timely resolution of discipline investigations.
2. Revised Article 21 Seniority to provide prior service credit for the purposes of vacation accrual, longevity and benefits during the probationary period to GCRTA employees who transfer into the FOP/OLC bargaining unit. Employees who transfer into the Transit Police Officer classification with five years of prior GCRTA service and who suffer a reduction in pay as a result of the transfer will progress from the first year of service rate of pay directly into the third year of service rate of pay.
3. Revised Article 23 Overtime Assignments to include a statement committing to a fair and equitable distribution of overtime based on departmental procedures. These procedures have been jointly developed and require negotiations with the FOP/OLC in order to change. The language of Section 2 has been revised to conform to the past practice of including paid holidays, vacation and sick leave for the purpose of calculating overtime.
4. Added a new section to Article 24 Hours of Work which establishes a series of steps to be taken in order which will address staffing level problems on different shifts. The steps begin with the reassignment of responsibilities, the seeking of volunteers to move to another shift and the payment of a \$1 per hour premium to the volunteers, and the use of reasonable overtime, and end with the temporary adjustment of days off for fill-in employees and the temporary reassignment of the least senior employee to the problem shift.
5. Revised Article 26 Training to provide a method to fairly distribute training opportunities. This includes the posting of the opportunities, the submission of a written request by interested employees, the use of defined criteria to determine whose requests will be granted, and the maintenance of individual employee training records.

6. Revised Article 29 Promotions to provide defined rights and a specific procedure to return to the bargaining unit for those bargaining unit members who are promoted into non-bargaining unit positions. Employees may return to their former positions during the probationary period and will have the right to return to vacant positions after the probationary period. They will be placed on the top of the Sergeant's eligible list if they are returning to the position of Sergeant. Seniority is frozen while out of the bargaining unit and retained upon return to the bargaining unit.
7. Revised Article 30 Probationary Period to allow greater flexibility to the GCRTA in assigning probationary employees to any shift for training purposes. The GCRTA has agreed to reevaluate the FTO program and revise it, as appropriate, and to make better use of the period of time following the FTO training.
8. Revised Article 32 Holiday and Personal Days to require that employees who leave the GCRTA receive prorated payment for unused holidays and have deductions made from their vacation or final pay to compensate the GCRTA for excess prorated holidays taken. Employees may also request holidays or personal days off at any time, but will receive a conditional response until 30 days prior to the desired date. Employees may carry a limited number of unused holidays into the upcoming year so long as they are taken within the first 90 days of the new year. If not taken, they are lost.
9. Revised Article 33 Vacation to provide greater flexibility to employees in requesting single days of vacation. A limited number of single vacation dates will be made available at the annual vacation pick. Single days of vacation not scheduled at the time of the pick may be requested at any time, but will receive a conditional response until 30 days prior to the desired vacation date.
10. The 1995 Appendix C agreement which establishes the terms and conditions for a 4/10 work week will be incorporated into the collective bargaining agreement.

II. Other Non-Economics Not Part of the Collective Bargaining Agreement

1. A letter from the GCRTA to the FOP/OLC agreeing to issue procedures on the handling of discipline investigations. The procedures will be provided in advance to the FOP/OLC for the purposes of review and discussion.
2. A letter from the GCRTA to the FOP/OLC agreeing to review the manpower staffing levels and the tasks required of each shift in order to respond to employees' concerns over scheduling holidays and vacations.
3. A letter from the GCRTA to the FOP/OLC honoring the request to change the months of the semi-annual pick to a spring/summer and fall/winter pick schedule.

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4. A set of procedures developed which define the process of distributing advance notice overtime.
5. A memo from Chief Joyce clarifying that Security Monitors are not required to guard prisoners or juvenile suspects.
6. A letter from the GCRTA to the FOP/OLC indicating that during the term of the agreement the GCRTA will support an initiative to revise the PERS to provide special benefits for law enforcement personnel so long as the proposed legislation is equivalent or lower in cost to the GCRTA than the bill which was recently proposed and subsequently withdrawn.
7. A policy written which provides for a transitional and alternative work program for the Transit Police Department. In most of its provisions the policy mirrors the program available for all other GCRTA employees. However, it is customized for the Transit Police Department employees in that it provides for certain transitional tasks within the TPD which utilize the skills unique to the department employees. Tasks within the TPD are paid at a higher rate of pay than transitional tasks available elsewhere in the Authority.

II. Economic Package

1. Retroactive to March 1, 1998 each Transit Police Officer who has completed one year of service in the position will receive an equity adjustment of \$2,000. This equity adjustment shall be added to the rate of pay beginning with the second year of service and shall be the basis on which to compute the 1998 contractual increase. The first year of service rates of pay shall remain frozen for the duration of the agreement.
2. RTA will require that newly hired transit police officers sign an agreement to repay the tuition costs incurred by the RTA for the officer to train at the Police Academy in the event the employee resigns from the RTA before completing three years in the position.
3. The contractual increases for the Security Monitor and Transit Police Office positions shall be as follows:
 - effective 3/1/98: 2%
 - effective 3/1/99: 1-1/2%
 - effective 9/1/99: 1-1/2%
 - effective 3/1/00: 2%
 - effective 9/1/00: 2%

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4. Employees who fill-in for the position of Lieutenant shall receive a 5% pay increase over the employee's current hourly rate of pay for each full day of fill-in.
5. F.T.O.'s shall receive \$2 per hour for this assignment.
6. GCRTA will require the following employee/RTA splits of the total costs of the health care premium based on the plan selected by the employee:

effective following the first full month after ratification:	5% EE/ 95 % RTA
as of January 1, 1999:	5% EE/ 95% RTA
as of January 1, 2000	6% EE/ 94% RTA
7. The current self-funded hospital PPO plan shall be revised effective 1/1/99 to include a physicians' network with variable copayments for in vs. out of network doctor's visits based on the information provided to the FOP.
8. The orthodontia benefit shall be increased to \$1500 effective August 1, 1998.
9. The uniform allowance for patrol officers and sergeants shall be increased by \$200 to \$700 per year and to \$1200 for newly hired police officers for the first two years. The Security Monitors uniform allowance shall be increased by \$25 to \$425 per year.
10. The GCRTA will provide a letter of understanding stating that it agrees to offer its support to an initiative to revise the PERS to provide special benefits for law enforcement personnel, (PERS-LE), so long as the proposed revision is essentially the same or less costly to the RTA than the bill withdrawn from consideration by the Ohio Legislature in March, 1998.
11. Sick Leave:
 - The RTA will increase the maximum accrual of sick leave to allow employees to accumulate 100% of the yearly annual accrual during the life of the contract. The maximum accrual will be increased to 320 hours.
 - Upon retirement, the RTA will buy back accumulated sick leave from each employee who has a minimum balance of 200 hours. The Authority will pay one hour of pay for each four hours of accumulated sick leave in excess of 200 hours up to a maximum of 80 hours of pay.
12. Vacation: The RTA will revise the vacation schedule so that employees with twenty-one years of continuous service will receive twenty-five work days of vacation. (These are eight hour days.)

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13. Extended Illness or Injury

Employees absent because of illness or injury shall continue to receive benefits, accrue seniority and have their reemployment rights preserved for up to one year following the original date of illness or injury. Provided, however, that the benefits will be discontinued if/when the employee fails to remit the applicable employee premium contribution.