#### **RESOLUTION NO. 2003 - 126**

# APPROVING A NEW THREE-YEAR COLLECTIVE BARGAINING AGREEMENT COVERING CONDITIONS OF EMPLOYMENT WITH LOCAL 268 OF THE AMALGAMATED TRANSIT UNION

WHEREAS, the previous Collective Bargaining Agreement with Local 268 of the Amalgamated Transit Union established by the Authority on August 1, 2000, remained in effect until July 31, 2003; and

WHEREAS, collective bargaining between representatives of Local 268 of the Amalgamated Transit Union and representatives of the Authority have produced a new Collective Bargaining Agreement covering the period from August 1, 2003 through July 31, 2006; and

WHEREAS, the members of Local 268 of the Amalgamated Transit Union have approved the new successor Collective Bargaining Agreement.

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 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, 2003 and continue through July 31, 2006.

Section 2. That the Collective Bargaining Agreement, as amended, be and hereby is approved.

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

Adopted:	August 19	, 2003	D NAME	
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Attest:\_\_\_\_

CEO, General Manager/Secretary-Treasurer

# Greater Cleveland Regional Transit Authority STAFF SUMMARY AND COMMENTS

N-2

TITLE/DESCRIPTION:	Resolution No.: 2003-126
APPROVING A NEW THREE-YEAR COLLECTIVE BARGAINING AGREEMENT COVERING THE CONDITIONS OF EMPLOYMENT	Date: August 14, 2003
WITH LOCAL 268 OF THE AMALGAMATED TRANSIT	Initiator: HR & Business Develop.
ACTION REQUEST:	
Approval  Review/Comment Information Only Other	

- 1.0 PURPOSE/SCOPE: This action will approve a new three-year labor agreement with Local 268 of the Amalgamated Transit Union. The Term of the new agreement will be from August 1, 2003 through July 31, 2006. The new agreement describes the Conditions of Employment for GCRTA employees covered by the Local 268 bargaining unit, which generally includes bus and train operators; station attendants; mechanics and other maintenance employees; first-line supervisors; various clerical and administrative personnel; and various other miscellaneous positions. Employees covered by this new agreement number approximately 87% of the Authority's 2,657 currently active positions.
- 2.0 DESCRIPTION/JUSTIFICATION: The previous Collective Bargaining Agreement with Local 268 expired at midnight on July 31, 2003. Negotiations for a new agreement commenced on April 15, 2003. Twelve (12) joint bargaining sessions occurred during April, May, June and July between representative of Local 268 and the Authority. These negotiations culminated in a tentative agreement being reached between the parties on July 30, 2003, for a new three-year Collective Bargaining Agreement. That agreement was approved by union membership on August 5, 2003.

Attachment A is a summary of the major changes to the Collective Bargaining Agreement as a result of these negotiations. These changes in the economic and work rule provisions, along with various minor language changes, will be incorporated into the Conditions of Employment for Local 268 represented employees if approved by the Board of Trustees.

- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: The subject action has important policy implications; principally in the area of cost control and service quality.
  - The new agreement includes work rule changes that will help to greatly improve the quality of service provided to our customers and cost containment provisions for Health Care Benefits.
- 6.0 ECONOMIC IMPACT: The estimated costs and savings associated with the major economic provisions of the new agreement are summarized in Attachment B.

The attachment shows the cost impacts over the life of the contract by contract change area. As indicated, the new agreement will cost the Authority approximately an additional \$12.5 million over the agreement's three-year life.

- 7.0 ALTERNATIVES: Not approve the new three-year agreement as proposed and direct the staff to return to the bargaining table with Local 268 to seek further changes or revisions.
- 8.0 RECOMMENDATION: The terms and conditions of the tentative agreement were reviewed with the Board of Trustees' Executive Committee on August 5, 2003, and recommended for approval by the Board of Trustees. It is recommended that the Board of Trustees approve the proposed new three-year labor agreement with Local 268 as presented herein.

#### 9.0 ATTACHMENTS:

- A. Tentative Agreement between GCRTA and ATU Local 268 covering the Conditions of Employment 8/01/03 7/31/06 Summary of Major Changes.
- B. Economic Analysis Tentative Agreement with ATU Local 268.

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.

CEO, General Manager/Secretary-Treasurer

### Attachment A

### **Tentative Agreement**

#### Between

**Greater Cleveland Regional Transit Authority** 

And

Amalgamated Transit Union, Local 268

Summary of Modifications to the Conditions of Employment

August 19, 2003

### 2003 CONTRACT NEGOTIATIONS GCRTA AND THE ATU, LOCAL 268

#### **TENTATIVE AGREEMENT**

#### PART I:

OLD PROVISION: ARTICLE 9—GRIEVANCE PROCEDURE

#### Agreement Reached:

Section 3-

Step 1—Propose the following contract changes:

\* \* \* The grievance shall be presented in writing on a mutually agreed upon Form to the employee's immediate manager or non-bargaining supervisor within ten (10) days of the event that is the source of the grievance. Such written grievance shall set forth specifically the alleged facts, act or failure to act giving rise to the grievance as well as the specific Article and Section of the Conditions of Employment alleged to have been violated by the Authority. Every effort shall be made to settle the grievance at Step 1. The Authority shall provide a copy of the disciplinary form to the Union in the event of any filed grievances or at the request of the Union. The Union shall be notified of the time and place of a hearing to be held within ten (10) days of the date which the grievance is received. The manager or supervisor shall notify the employee or his representative of the decision within fifteen (15) days of the hearing.

#### Steps 3 & 4

Step 3. Appeal from the decision of the District Director or Department Head or his/her assistant shall be made in writing to the Deputy General Manager or his assistant no later than ten (10) days after notice of the decision by the District Director or Department Head or his assistant. The Deputy General Manager or his assistant shall hold a hearing and/ or issue a written decision within twenty (20) days after the appeal is received.

Step 4. Appeal from the decision of the Deputy General Manager or their assistant may be made to the CEO/ General Manager as delegated to the Director of Labor and Employee Relations or his assistant within ten (10) days of the date upon which notification has been given of the decision of the Third Step Hearing Officer. The Director of Labor and Employee Relations or his assistant will conduct a monthly grievance meeting in order to hear all grievances filed within the previous month at his Step. This meeting will be conducted the first Tuesday of each month and the 4<sup>th</sup> Step Hearing Officer will render a decision in writing within 30 days.

Alternatively, the Director of Labor & Employee Relations with Local 268's approval shall have authority to refer any Step 4 grievance to mediation for review and resolution. Mediation shall be voluntary on the part of the

Authority and Local 268, and shall be mediated by a neutral party (e.g. FMCS). The parties agree to mutually share the cost of the mediation. The parties further agree that the resolution reached by the parties shall be in writing, and shall be the final and binding resolution of the grievance. If the mediation is unsuccessful, the 4<sup>th</sup> Step shall be waived and the parties shall be entitled to proceed directly to arbitration in accordance with Part I, Article 10.

**OLD PROVISION: ARTICLE 10—ARBITRATION** 

#### Agreement Reached:

Section 3—Make the following contract changes:

Upon notice, in writing, served by such party on the other of intent by the party the Union on the Director, Labor & Employee Relations, to refer the dispute to arbitration, the parties shall select an arbitrator. Should the parties unable to agree upon the appointment of an arbitrator within five (5) days, they shall endeavor to agree upon a method by which the arbitrator shall be appointed, and failing such agreement, either party may request a list of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service 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 the receipt of such list, determine by lot the order of elimination, and, thereafter, each shall in that order alternatively eliminate one name until only one name remains. The remaining person on the list shall be the arbitrator.

#### OLD PROVISION: ARTICLE 11—MANAGEMENT

#### Agreement Reached:

Section 1. Unless the Authority agrees otherwise, nothing in this Agreement impairs the right and responsibility of the Authority to:

- (1) Determine matters of inherent management supervision and control of the Authority;
- (2) Direct the working forces;
- (3) Direct the types of vehicles;
- (4) Direct the routes and schedules of service;
- (5) Maintain discipline and efficiency based on just cause;
- (6) Determine the hire, transfer, promotion, and demotion of employees based on just cause;
- (7) Determine the minimum qualifications of any and all positions;

Section 2. The employer is not required to bargain on subjects reserved to management except as they are subject to such limitations thereon as are lawfully set forth elsewhere in these conditions.

#### OLD PROVISION: ARTICLE 15—BENEFITS

#### Agreement Reached:

Section 2(A)—(1) current \$33,000 shall remain the same; (2) the Authority will agree to a 6-month pilot to offer up to \$17,000 in whole life to bargaining unit employees. In the event that the pilot is terminated, the \$33,000 term will be increased to \$34,000 on 7/1/2004, \$35,000 on 1/1/2005 and \$36,000 in 1/1/2006.

Section 2(B)—The Authority agrees to raise the per week payment by \$10.00 at each of the Grade levels each year of the contract.

Section 2(E)— All employees will receive a \$1,500.00 life insurance benefit upon retirement.

Section 3(D)—Effective 1/1/2004 the contribution 92% by the Authority and 8% by the employee; effective 1/1/2005, the contribution is 91% by the Authority and 9% by the employee; effective 1/1/2006, the contribution is 90% by the Authority and 10% by the employee.

#### OLD PROVISION: ARTICLE 22—OT—SALARIED EMPLOYEES

#### Agreement Reached:

Section 2(C)—Add language as follows:

If an employee misses a work assignment as the result of an absence, the RTA, at its option shall be permitted to deny the employee overtime for the next 7 days. For the purpose of this section, an absence shall be defined to include sick time and all/ any unpaid absences.

#### OLD PROVISION: ARTICLE 24—PARENTAL LEAVE

#### Agreement Reached:

Add new section:

Section 3. Bargaining unit employees shall be allowed to take up to 4 hours per month, without pay, not to exceed 6 months from the date of return to work for OJI-related medical appointments provided the employee submits medical documentation for the appointment.

### OLD PROVISION: ARTICLE 25—CITIZEN COMPLAINTS AND DISCIPLINARY REPORTS

#### Agreement Reached:

New Article will be titled "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 Authority in the discipline or discharge of employees for just cause. However, any employee disciplined or discharged may present a grievance pursuant tot the Grievance Procedure herein set forth, to question whether he/she has been disciplined or discharged for just cause.

Section 2. Any discipline imposed for dishonesty, the use and/or possession of drugs and/or narcotics for which the possession could be charged with a criminal offense, habitual intoxication, however induced, or for working while under the influence of liquor or any other substance which impairs the ability to perform assigned duties, if proved to the satisfaction of representatives of the Authority and the employee, shall not be subject to appeal beyond Step 2 of the Grievance Procedure as herein set forth.

Section 3. Except in cases in which an employee is charged with a major offense or serious infraction of an Authority rule (such as a charge involving, but not limited to, a potential damage or danger to employees, equipment, passengers or other persons, gross insubordination, alcohol, drugs, narcotics, dishonesty, etc.) when an employees disciplinary action, "days off" penalties will not be effective until the grievance has been heard at the third step of the Grievance Procedure, unless the matter is resolved at the first or second step of the Grievance Procedure.

Section 4. No citizen complaint against any operator will be recorded and placed in his/her personnel file until the operator is given notice of and an opportunity to examine the same and provided the opportunity to respond thereto, orally or in writing. Should, the operator be required to respond in writing during a time when he/she is not otherwise compensated, he/she shall be paid 15 minutes. Citizen complaints of up to one year from the date of the last offense will be considered when reviewing an employee's record for disciplinary purposes.

Section 5. When reviewing any employee's record for purposes of imposing discipline, disciplinary reports over three (3) years old should not be considered.

#### OLD PROVISION: ARTICLE 29—INTENTIONAL INJURY

#### Agreement Reached:

The ATU agreed to rename this Article "Workers' Compensation Supplement" and to move it after Article 19, Occupational Disability.

#### OLD PROVISION: ARTICLE 30—SENIORITY

#### Agreement Reached:

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 a period of six (6) months 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 is terminated or otherwise leaves the employ of the Authority.

#### OLD PROVISION: ARTICLE 35—DURATION

#### Agreement Reached:

Three (3) year agreement.

#### OLD PROVISION: N/A; NEW ARTICLE—LAYOFF PROCEDURES

#### Agreement Reached:

Section 1. Layoff means an involuntary separation of an employee whose record of service has been satisfactory.

Section 2. Causes for Layoff. An employee may be laid off for the following reasons:

- A. Return of an employee or a former employee entitled to the position under the Merit System Rules.
- B. Reduction of working forces.
- C. Discontinuance of a position.
- D. Demotion of another employee form a higher Grade.
- E. The transfer of an employee from a classification of higher rate.

Section 3. Procedure for Layoff. No permanent employee shall be laid off while any temporary employee other than a cooperative student is retained in the same classification in the same organization unit, nor shall any layoff be affected or influenced by politics, religion, sex or race. When possible employees shall be transferred or demoted rather than laid off.

Layoffs shall be made in a particular classification in the inverse order of system seniority of the employees holding positions in that classification except that operators shall, for the purpose of the application of this Article, be considered as being in the same classification.

Section 4. Notice of Layoff. Employees shall be given notice of a layoff stating the reasons therefore and the effective date. Such notice shall be given at least ten (10) days prior to the effective date, if practicable.

Section 5. Restoration from Layoff. When more than one employee has been laid off in any classification, restoration shall be in the reverse order of the layoff, except where the vacancy to be filled is in a position requiring particular qualification or experience, which qualifications and experience the person who would otherwise be entitled to restoration does not have.

If a person entitled to restoration cannot readily be located at the time a vacancy occurs, his name may be passed and the position offered to another person on the Restoration List.

#### PART II:

OLD PROVISION: ARTICLE 3—PICKING WORK

#### Agreement Reached:

RTA agrees that within 60 days of ratification of the contract that they will meet and discuss the picking procedure and run packaging. This side letter will expire with the contract.

#### OLD PROVISION: ARTICLE 5—MOVE UPS AND MOVE BACKS

#### Agreement Reached:

Section 1. Vacancies shall be filled on the dates coinciding with the beginning with each work week.

Section 2. When a bus or rail operator is going to be out of service due to leave of absence or **extended** injury/illness, that bus or rail operator's run shall be considered an open run until the next pick or the bus or rail operator returns to work. When a bus or rail operator has been out of service due to leave of absence or **extended** injury/illness and a pick is scheduled, the operator will be permitted to pick or a pick will be made for him by the Union board member or the Authority. That picked run shall be considered an open run until the bus or rail operator returns. When a bus or rail operator is going to be out of service due to leave of absence or **extended** injury/illness, that bus or rail operator's run will be placed on the extra board as a "hold down" for the duration of the vacation or **extended** injury/illness period.

Section 3. If a pick is scheduled during the absence of the bus or rail operator, he/she will be permitted to pick or a pick will be made for him/her by the Union board member or the Authority. That picked run shall be offered as a "hold down" until the bus or rail operator returns.

Section 4. Picking of "hold downs" shall coincide with the beginning of each work week. The successful operator shall work the "hold down" for the duration of work available. When an Extra Board Operator is awarded a "hold down", no additional work will be assigned to said operator except when the District is experiencing a shortage of operators and the operator has agreed in advance to such work.

## OLD PROVISION: ARTICLE 7—BONUS ALLOWANCE AND PREMIUM PAYMENTS

#### **Agreement Reached:**

The parties agreed to delete Section 12.

#### OLD PROVISION: ARTICLE 8—OVERTIME

#### Agreement Reached:

Section 1—Add the following new language:

If an employee misses a work assignment as the result of an absence, the RTA, at its option shall be permitted to deny the employee overtime for the next 7 days. For the purpose of this section, an absence shall be defined to include sick time and all/ any unpaid absences.

#### OLD PROVISION: ARTICLE 11—REPORT PAY

#### **Agreement Reached:**

The parties agreed to the following language changes:

Section 1. Bus and rail operators scheduled to work but who have no specific assignment shall Bus or rail operators not off duty because of vacation, sickness, day off, or the like, who are not assigned to any work for a day, shall be required to report to their district on that day at the report times set by the district.

Section 2. Bus and rail operators will be paid for report time when required by management to report at the district. No report pay shall be included in calculating spread or overtime payments.

**Section 2.** Section 3. If a bus or rail operator does not receive a work assignment on any such day, he/she will be paid report pay equal to the actual hours at straight time that he/she is held at the district on report with a minimum of two (2) hours. This payment will either: (a) be credited towards the 40-hour weekly guarantee; or (b) be paid in addition to all accumulated pay time earned in the remaining days of the work week.

#### OLD PROVISION: ARTICLE 14—UNIFORMS

#### Agreement Reached:

#### Add:

Section 3. Employees may only purchase approved uniform items as identified by the Authority and through the selected vendor.

Section 4. Employees must be in active pay status in order to purchase uniforms. Employees that are on an unpaid leave or absence, workers' compensation, short term disability, or transitional work assignment for two (2) weeks or more will be ineligible to purchase uniforms.

Section 5. Employees will be ineligible to purchase uniforms within 30 days of their date of retirement.

### OLD PROVISION: ARTICLE 16—REPORTING TO CLAIMS DEPARTMENT OR COURT

#### Agreement Reached:

The Union agreed to the following changes in section 1:

Section 1. Bus and rail operators who are parties to an investigation or litigation in which the Authority requires such service, shall be paid at the regular rate of wages for time spent in the Claims Department or at court.

#### OLD PROVISION: ARTICLE 21—TRANSPORTATION SUPERVISORS

#### **Agreement Reached:**

The Union agreed to make the following changes:

Article 21—Transportation Supervisors Dispatchers and Service Quality Supervisors

Transportation supervisors Dispatchers and Service Quality Supervisors, Grades 5 and 6 shall be permitted to separately pick their job, work location and hours twice per year, in January and June.

#### PART III:

OLD PROVISION: ARTICLE 1—OT—HOURLY PAID EMPLOYEES

#### Agreement Reached:

The Union agreed to add the following language:

Section 1—

If an employee misses a work assignment as the result of an absence, the RTA, at its option shall be permitted to deny the employee overtime for the next 7 days. For the purpose of this section, an absence shall be defined to include sick time and all/ any unpaid absences

OLD PROVISION: ARTICLE 3—PART TIME BUS MOVERS

#### Agreement Reached:

The Union agreed to the following changes:

Article 3—Part time Bus Movers Hostlers

Section 1. The Authority shall be permitted to hire 30 up to 27 part-time bus movers hostlers based on its needs. The addition of three (3) part-time hostlers will not directly result in the loss of full-time hostler positions.

Section 2. Part-time hostlers shall be covered by the following provisions:

- A. Part I, Article 1 through 11;
- B. Part-time hostlers shall not accrue system or grade seniority while so employed;
- C. A part-time hostler who applies and is accepted for full-time employment shall accrue system seniority as of the date of his/ her full-time employment date;
- D. Part-time hostlers shall not be eligible for paid leave and fringe benefits applicable to full-time bus and rail operators except as specifically provided herein. Part-time hostlers shall be entitled to receive vacation pay as per Part 1, Article 12 herein, on a pro rata basis (based upon the average number of hours worked by such

- employee in the previous year) and the health care contribution provided for in Part I, Article 15.
- E. Part-time hostlers shall be provided free transportation privileges for themselves only; and
- F. Part-time hostlers are eligible for the winter outerwear provisions as outlined in Part III, Article of the contract.

Section 3. Part-time hostlers shall not work more than thirty (30) hours per week.

Section 4. Part-time hostlers shall be paid at the same hourly wage rates as full-time hostlers, subject to the hiring progression. For purposes of applying the hiring progression to part-time hostlers, two thousand and eighty (2080) hours worked shall be credited as one (1) year. Part-time hostlers will move to Step 1 of the full-time hostler step progression effective August 31, 2003.

#### OLD PROVISION: ARTICLE 7—WORK CLOTHING

#### **Agreement Reached:**

RTA withdrew its proposal. RTA agreed to issue a check thirty (30) days after the winter pick. RTA also agreed to add t-shirts to the work clothing, but will not put language in contract.

## OLD PROVISION: ARTICLE 10—SPECIAL PROVISIONS FOR SEPARATE NON-OPERATING DEPARTMENTS

#### Agreement Reached:

In Section 1(D), RTA agreed to have up to two (2) vehicle serviceman or hostlers off, depending on staffing needs.

OLD PROVISION: ARTICLE 11—CLASSIFICATION AND REGRADING OF NON-OPERATING EMPLOYEES.

#### **Agreement Reached:**

RTA agrees to incorporate the following language as the last sentence of Section 3:

Employees who advance from a Grade 442 to a Grade 447 will receive credit for the time that they spent as a 442 for wage progression purposes only. Classification seniority will commence with the date of entrance to the Grade 447.

#### **OLD PROVISION:**

#### ARTICLE 12—SAFETY SHOES AND SAFETY GLASSES

#### Agreement Reached:

The Union agreed to modify Section 2 as follows:

Section 2. Eligible employees in active pay status shall be entitled to discount for **prescription** safety glasses. Eligible employees are those non-operating employees that are required to wear safety glasses as determined by the Authority. **Prescription** safety glasses will be discounted at a maximum of \$30.00 every 2 years by the optical vendor identified for bargaining unit employees.

#### OLD PROVISION: APPENDIX A—RATES OF PAY

#### Agreement Reached.

Effective upon ratification, each full-time bargaining unit employee shall receive a one time lump sum wage increase of \$900.00. Each part-time bargaining unit employee shall receive a one-time lump sum wage increase of \$450.00 Said increase shall not become apart of the employee's base hourly rate.

Effective 2/1/2004-1%

Effective 8/1/2004—1%

Effective 2/1/2005-2%

Effective 8/1/2005-1%

Effective 2/1/2006-3 %

**Economic Analysis - New Contract with ATU Local 268**