

RESOLUTION NO. 2004 - 44

APPROVING A NEW THREE-YEAR COLLECTIVE BARGAINING AGREEMENT COVERING CONDITIONS OF EMPLOYMENT WITH THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.

WHEREAS, the previous Collective Bargaining Agreement with the Fraternal Order of Police/Ohio Labor Council, Inc. established by the Authority on March 1, 2001, remained in effect until February 28, 2004; and

WHEREAS, collective bargaining between representatives of the Fraternal Order of Police/Ohio Labor Council, Inc. and representatives of the Authority have produced a new Collective Bargaining Agreement covering the period from February 29, 2004 through February 28, 2007; and

WHEREAS, the members of the Fraternal Order of Police/Ohio Labor Council, Inc. have approved the new successor Collective Bargaining Agreement;

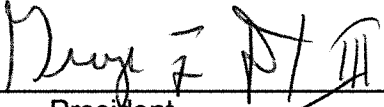
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority:

Section 1. That the Collective Bargaining Agreement for employees represented by the Fraternal Order of Police/Ohio Labor Council, Inc. be and is hereby amended by incorporating the changes, modifications, additions and deletions as negotiated by the representatives of the Fraternal Order of Police/Ohio Labor Council, Inc. and the Authority and as evidenced by Attachment A, attached hereto and fully incorporated as if written herein, to become effective retroactive to February 29, 2004 and continue to February 28, 2007.

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

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

Adopted: March 16, 2004



President

Attest: 

CEO, General Manager/Secretary -Treasurer

**Summary of Changes in the Collective Bargaining Agreement Between
Greater Cleveland Regional Transit Authority
And
Fraternal Order of Police, OLCI**

Article 11. Grievance Procedure

The parties agreed to switch the 3rd and 4th Steps of the grievance procedure such that the Deputy General Manager will now be responsible at the 3rd Step and the Director of Labor and Employee Relations at the 4th Step on behalf of the CEO/General Manager. The parties may agree to voluntarily mediate the matter in lieu of the 4th Step.

Article 12. Arbitration

The parties agreed to add the following new language to this Article: "Arbitrators must have the consent of both parties to issue a decision electronically and if the parties agree, the decision must include the Arbitrator's electronic signature and will be considered final and binding upon transmission."

Article 15. Personnel Files

The parties agreed to change the references to the "Personnel Department" to "Human Resources Department."

Article 21. Dispatcher Floater. ECONOMIC

The parties agreed to establish a "Floaters" position who will be paid an additional \$.45 per hour when they are required to work off their picked shift. This premium will not be paid on overtime hours.

Article 22. Overtime Assignments. ECONOMIC

The parties agreed to make the following changes to the language:

Section 2. Overtime at one and one-half (1-1/2) times the hourly rate shall be paid for all hours of work or parts thereof in excess of forty (40) straight-time hours of work in any one week. For the purpose of calculating overtime, hours of work shall include paid holidays, vacation and ~~sick-leave~~ **comp-time** as provided for in Article 31, Section 2A. However, in no case shall an hour which has been recognized as an overtime hour for one purpose be considered as an overtime hour a second time.

Section 3. When a member of the bargaining unit, in an off-duty status, is required to report for court or scheduled to go to the Claims Department Section of the GCRTA, the employee shall be compensated a minimum of three (3) hours plus one (1) hour travel time, or actual time, whichever is greater **for that day, unless the officer's regularly scheduled shift will start within two (2) hours of the court/ Claims time. If the court/ Claims time is within two (2) hours of the officers regularly scheduled shift then they will be paid only for hours actually worked.** All fee vouchers shall be endorsed and turned over to the Director of Security/Chief of Police and a receipt will be issued.

Section 5. Employees shall be permitted to accrue compensatory time up to a maximum of ~~420~~ **200** hours. The employer reserves the right to cash out any accrued compensatory time that exceeds 80 hours at the current rate of pay. An employee may make a request to cash out any balance that exceeds 80 hours. Such request shall not be unreasonably denied.

Article 23. Hours of Work

The parties agreed to modify Section 6 and add the following new language:

Section 6. Trades with Self.

- A. To be eligible to trade shifts with self, an employee must have first exhausted all of their holiday time.
- B. An employee of the bargaining unit must have the approval of the shift supervisor to trade schedule days off with themselves. Management may deny trade requests based on staffing needs.
- C. Trades with self must be requested at least seven (7) days in advance, but will not be approved until fourteen (14) days prior to the requested schedule change.
- D. An employee may only trade shifts with themselves three (3) times in a quarter.

Article 30. Employee Benefits. ECONOMIC

The parties agreed to make the following changes in the language and to add the language in Section 2:

Section 1. Health Care

- D. ~~Effective January 1, 2002, the required health care contribution for the plans in effect will be 93% by the Authority and 7% by the employee.~~
Effective May 1, 2004, the required health care contribution for the plans in effect will be 92% by the Authority and 8% by the employee.
January 1, 2005, the required health care contribution will be 91% by the Authority and 9% by the employee. Effective January 1, 2006, the

required health care contribution will be 90% by the Authority and 10% by the employee.

Section 2. Sick Benefits — Create labor/management task force to review the feasibility of 15 sick days in exchange for STD and Annual Certification. The parties will sign a Memorandum of Understanding, which includes management's original STD proposal to be implemented unless a recommended change is accepted from the task force.

The Authority agrees to raise the per week payment by \$10.00 for each classification each year of the contract. Patrol Officers will move to the rate equivalent to the Grade 4 level in the ATU.

The new STD weekly rates will be:

	<u>Current</u>	<u>5/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>
Security Officer -	\$199	\$209	\$219	\$229
Dispatcher -	\$204	\$214	\$224	\$234
Patrol Officer -	\$209	\$224	\$234	\$244
Sergeants -	\$219	\$229	\$239	\$249

Article 31. Holidays

The parties agreed to modify Section 6 to clarify that employees may carry over up to 20 hours of holiday time into the first quarter of the next year. The holidays do not include personnel days, which are addressed in another Article of the contract.

Article 32. Vacation. ECONOMIC

The parties agreed to place FOP members on a vacation accrual schedule beginning January 1, 2005. Members will be permitted to use time after it is accrued.

Further, the parties agreed to compress the vacation accrual schedule so that FOP members will be eligible to receive 240 hours of vacation at 25 years of service. Currently, they receive 240 hours at 30 years of service.

Finally, the parties agreed to change Section 5 of this Article as follows:

Section 5. Banked Vacation. Employees entitled to three (3) weeks vacation must ~~take use~~ 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 **but must use the remaining time during the year.** The maximum amount of vacation that may be banked shall be ten (10) weeks. **Employees who choose not to pick vacation time at the**

Article 46. Wages. ECONOMIC

The parties agreed to the following wage schedule for the life of the new contract:

3/1/2004—\$500.00 bonus for all bargaining unit employees
9/1/2004—1%
3/1/2005—1%
9/1/2005—1%
3/1/2006—2%
9/1/2006—3%,+ \$2405 equity for all patrol officers.

#7— Article 47. Duration. ECONOMIC

The parties agreed to a 3-year contract.

Appendices

1. The parties agree to delete the following Appendices and to re-letter the remaining and/or added Appendices:

- Appendix A. Procedures on the Handling of Discipline Investigations.
- Appendix B. Scheduling of Earned Time.
- Appendix D. PERS LE.
- Appendix F. PERS LE (HB 158)

2. Appendix E. Promotion

The parties agreed to add the following new language to this Appendix:

Sergeant eligible lists will have an expiration date of no more than 4 years from the date of creation. A Sergeant eligibility list will be created at the discretion of management and the expiration of an eligible list does not dictate the creation of a new eligible list.

3. New Appendix. Sick Days

The parties agreed to the following new language:

The Authority agrees to establish a Labor/Management committee to consider the feasibility of providing FOP represented employees with 15 sick days in lieu of the contract's short-term disability plan and the provision for annual certification time. The parties agree that consideration of the 15 sick days should not create increased costs to the Authority or cause harm to represented employees. The committee will convene no later than July 1, 2004. The committee will be comprised of no more than four representatives of the FOP/OLC and no more than four representatives of the Authority.

4. New Appendix. Donated Time Account

The parties agreed to the following new language:

Effective no later than January 1, 2005, members of the FOP/OLC bargaining unit will be eligible to donate vacation time to a Donated Time Account to assist other FOP-represented employees in need because of illness, injury or family crisis.

The FOP/OLC will establish guidelines and application procedures for employees to follow in donating and requesting time from the Donated Time Account. These guidelines will include, but not be limited to, the FMLA's medical requirements. The final determination for approving requested time will be at the FOP/OLC's sole discretion. In addition to the procedures set forth by the Union, the following guidelines have been agreed upon for the administration of this Account:

1. Probationary employees are not eligible to donate or receive time from the Donated Time Account;
2. All employee donations will be made on a voluntary basis. However, once an employee submits their donation time slip, that time cannot be returned to the employee;
3. Employees donating time will be required to sign and date a donation slip, and hold both the FOP/OLC and GCRTA harmless for decisions made within this process;
4. Employees wishing to donate time must maintain at least 80 hours of earned time for themselves;
5. All donations will be made in full hourly increments at the applicable rate of pay;
6. Employees who request donated time will be required to sign a medical release and hold the FOP/OLC, GCRTA and any donor harmless for decision made within this process;
7. Employees requesting payment from the Donated Time Account must have first exhausted all of their own benefit time;
8. Employees who are receiving payment through Workers' Compensation are not eligible to receive money from the Donated Time Account;
9. Employees who have exhausted all benefit time, but are receiving STD payments may supplement with donated time up to 8 hours of pay per day;
10. Employees who are approved and receive donated time will receive no more than 8 hours per day or 40 hours per week at their current rate of pay;
11. Employees receiving donated time will not accrue any benefit time as the result of receiving this payment.

The dollar value of the donated time will be kept in a separate Donated Time Account maintained by the GCRTA. The FOP/OLC will notify GCRTA's Human Resource and Accounting Departments in writing of those employees wishing to

donate time as well as the amount of time. If the employee is donating banked time, the time donated will be taken from the bank on the basis of "first in, first out." Once the FOP/OLC has approved a member for receipt of donated time, they will notify GCRTA's Accounting Department in writing of the employee's name and the number of hours they are to receive by noon on the Wednesday following the close of the payroll period. The GCRTA will disburse pay from the donated time account in standard payroll periods.

The FOP/OLC will not publish a list of employees donating time. The processes or decisions made regarding the donated time account are not subject to grievance or arbitration.

The FOP/OLC will be the records custodian for all documents related to donated and requested time. These records will be subject to audit by GCRTA or any other official at any time.

The provisions set forth above are being done on a trial basis for the term of this collective bargaining agreement. The Donated Time Account can be terminated by mutual agreement of the parties at any time during the course of the collective bargaining agreement.

5. New Appendix. Electronic Technologies

The parties agreed to the following new language:

As discussed during recent collective bargaining negotiations, the GCRTA and the FOP/OLC agreed that we will mutually meet to discuss and determine training and implementation of electronic technologies (e.g. MDT's, etc.). These discussions will be added to our Labor/ Management Policy Committee agendas.

6. New Appendix. Patrol Officer and Dispatcher Eligible List

The parties agreed to the following new language:

Patrol Officer and Dispatcher eligible lists will have an expiration date of no more than 4 years from the date of creation. Management will make good faith efforts to establish eligible lists for Patrol Officer and Dispatcher if cost effective at the expiration of the current lists. Patrol Officer and Dispatcher eligibility lists will be created at the discretion of management and the expiration of an eligible list does not dictate the creation of a new eligible list.

FOP WAGES FOR NEW CONTRACT

Transit Police Officer	3/1/03 Rates	09/1/04 Rates	3/1/2005 Rates	9/1/05 Rates	3/1/2006 Rates	9/1/06 Rates	9/1/06 Rates
		1.00%	1.00%	1.00%	2.00%	3.00%	Equity Adjustment \$2405
1st year of service (state certified)	\$14.21	\$14.35	\$14.50	\$14.64	\$14.93	\$15.38	\$16.54
2nd year of service	\$15.09	\$15.24	\$15.39	\$15.55	\$15.86	\$16.33	\$17.49
3rd year of service	\$18.62	\$18.81	\$18.99	\$19.18	\$19.57	\$20.15	\$21.31
4th year of service	\$19.59	\$19.79	\$19.98	\$20.18	\$20.59	\$21.20	\$22.36
5th year of service	\$20.57	\$20.78	\$20.98	\$21.19	\$21.62	\$22.27	\$23.42
	\$21.14	\$21.35	\$21.56	\$21.78	\$22.22	\$22.88	\$24.04

Dispatcher	3/1/03 Rates	09/1/04 Rates	3/1/2005 Rates	9/1/05 Rates	3/1/2006 Rates	9/1/06 Rates	9/1/06 Rates
		1.00%	1.00%	1.00%	2.00%	3.00%	Equity Adjustment \$2405
1st year of service	15.53	\$15.69	\$15.84	\$16.00	\$16.32	\$16.81	N/A
2nd year of service	17.46	\$17.63	\$17.81	\$17.99	\$18.35	\$18.90	N/A
3rd year of service	18.45	\$18.63	\$18.82	\$19.01	\$19.39	\$19.97	N/A

Security Officer	3/1/03 Rates	09/1/04 Rates	3/1/2005 Rates	9/1/05 Rates	3/1/2006 Rates	9/1/06 Rates	9/1/06 Rates
		1.00%	1.00%	1.00%	2.00%	3.00%	Equity Adjustment \$2405
1st year of service	11.64	\$11.76	\$11.87	\$11.99	\$12.23	\$12.60	N/A
2nd year of service	12.29	\$12.41	\$12.54	\$12.66	\$12.92	\$13.30	N/A
3rd year of service	13.36	\$13.49	\$13.63	\$13.76	\$14.04	\$14.46	N/A

Segeant	3/1/03 Rates	09/1/04 Rates	3/1/2005 Rates	9/1/05 Rates	3/1/2006 Rates	9/1/06 Rates	9/1/06 Rates
		1.00%	1.00%	1.00%	2.00%	3.00%	Equity Adjustment \$2405
1st year of service	104.00%	21.99	22.43	\$22.65	\$23.10	\$23.80	\$25.00
2nd year of service	109.00%	23.04	23.51	\$23.74	\$24.22	\$24.94	\$26.20
3rd year of service	114.00%	24.10	24.58	\$24.83	\$25.33	\$26.09	\$27.40
4th year of service	118.00%	24.95	25.45	\$25.70	\$26.22	\$27.00	\$28.37

ATTACHMENT B

ESTIMATE OF COSTS - FOP CONTRACT

February 29, 2004 - February 28, 2007

0% 2/29/04, 1% 9/1/04, 1% 3/1/05, 1% 9/1/05, 2% 3/1/06 and 3% 9/1/06

CONTRACT PROVISION	EFF DATE	CURRENT COST	ANNUAL INC COST PER HOUR	INC ANNUAL COST	INC YEAR 1 COST	INC YEAR 2 COST	INC YEAR 3 COST	TOTAL INC CONTRACT COST
I. CLASSIFICATION & COMPENSATION								
Compensation								
\$500 payment to current FOP members	2/29/04		\$0.07 \$0.01 \$0.08	\$17,000 \$3,086 \$20,086	\$51,000 \$9,257 \$60,257	\$0 \$0 \$0	\$0 \$0 \$0	\$51,000 \$9,257 \$60,257
\$2,405 Equity Raise on Sept. 1, 2006 for Patrol Officers	3/1/06		\$0.36 \$0.07 \$0.42	\$84,960.63 \$15,420 \$100,381	\$0 \$0 \$0	\$0 \$0 \$0	\$254,882 \$46,261 \$301,143	\$254,882 \$46,261 \$301,143
General Wage Increase: 0% / 1% / 1% / 1% / 2% / 3%	2/29/04	\$4,585,014	\$0.47 \$0.08 \$0.55	\$110,266 \$20,013 \$130,279	\$24,808 \$4,503 \$29,311	\$100,228 \$18,191 \$118,419	\$205,761 \$37,346 \$243,106	\$330,797 \$60,040 \$390,836
Total Increase in Cost			\$0.80	\$189,293	\$29,311	\$147,730	\$390,836	\$567,878
Cash out of Compensation Time at 120 hours Assumes 8 per year at 40 hours each			\$0.03	\$6,978	\$6,933	\$7,001	\$7,001	\$20,935
II. BENEFITS								
Health Care - Medical (no increase to out years) Employee Contribution 8% 9%, 10%	2/29/04		(\$0.04)	(\$9,897)	(\$8,180)	(\$9,815)	(\$11,697)	(\$29,692)
Uniforms Increase of \$100 per year for all Patrol Officers & Sergeants Increase of \$25 per year for Dispatchers & Security Officer	2/29/04 2/29/04		\$0.05 \$0.00 \$0.05	\$10,000 \$250 \$10,250	\$9,200 \$250 \$9,450	\$10,400 \$250 \$10,650	\$10,400 \$250 \$10,650	\$30,000 \$750 \$30,750
TOTAL COST OF PROPOSED CHANGES			\$1.34	\$317,090	\$97,771	\$155,566	\$697,934	\$951,271



Greater Cleveland Regional Transit Authority
STAFF SUMMARY AND COMMENTS

S-2

TITLE/DESCRIPTION: APPROVING A NEW THREE-YEAR COLLECTIVE BARGAINING AGREEMENT COVERING THE CONDITIONS OF EMPLOYMENT WITH THE FRATERNAL ORDER OF POLICE/OHIO COUNCIL, INC.	Resolution No.: 2004 -44
	Date: March 11, 2004
	Initiator: HR & Business Develop.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

1.0 PURPOSE/SCOPE: This action will approve a new three-year labor agreement with the Fraternal Order of Police/Ohio Labor Council, Inc. The term of the new agreement will be from February 29, 2004 through February 28, 2007. The new agreement describes the Conditions of Employment for GCRTA employees covered by the Fraternal Order of Police/Ohio Labor Council, Inc. bargaining unit, which generally includes transit police security officers, police officers, dispatchers and sergeants. Employees covered by this new agreement number 4% of the Authority's approximately 2,700 currently active positions.

2.0 DESCRIPTION/JUSTIFICATION: The previous collective bargaining agreement with the Fraternal Order of Police/Ohio Labor Council, Inc. expired at midnight on February 28, 2004. Negotiations for a new agreement commenced on January 8, 2004. Eight joint bargaining sessions occurred during January and February between representatives of the Fraternal Order of Police/Ohio Labor Council, Inc. and the Authority. These negotiations culminated in a tentative agreement being reached between the parties on February 6, 2004, for a new three-year collective bargaining agreement. This agreement was approved by union membership on February 25, 2004.

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 Fraternal Order of Police/Ohio Labor Council, Inc. represented employees if approved by the Board of Trustees.

The new agreement will be effective retroactive to February 29, 2004.

3.0 PROCUREMENT BACKGROUND: Does not apply.

4.0 DBE/AFFIRMATIVE ACTION BACKGRUND: Does not apply.

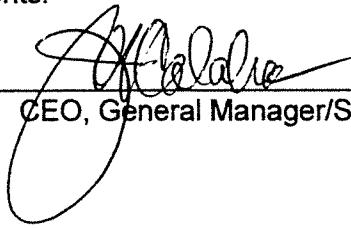
5.0 POLICY IMPACT: The subject action has important policy implications; principally in the area of cost control and service quality.

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 \$951,271 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 the Fraternal Order of Police/Ohio Labor Council, Inc. to seek further changes or revisions.
- 8.0 RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed new three year agreement with the Fraternal Order of Police/Ohio Labor Council, Inc. as presented herein.
- 9.0 ATTACHMENTS:
- A. Tentative Agreement between GCRTA and the Fraternal Order of Police/Ohio Labor Council, Inc. covering the Conditions of Employment 2/29/04 – 2/28/07 – Summary of Major Changes
 - B. Economic Analysis – Tentative Agreement with Fraternal Order of Police/Ohio Labor Council, Inc.

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



CEO, General Manager/Secretary-Treasurer