

RESOLUTION NO. 2007-63

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 February 29, 2004, remained in effect until February 28, 2007; 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 March 1, 2007 through February 28, 2010; 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, Cuyahoga County, Ohio:

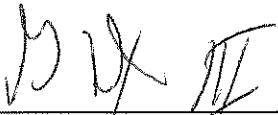
Section 1. That the Collective Bargaining Agreement for employees represented by the Fraternal Order of Police/Ohio Labor Council, Inc. be and is hereby amended by incorporating the changes, modifications, additions and deletions as negotiated by the representatives of the Fraternal Order of Police/Ohio Labor Council, Inc. and the Authority.


Section 2. That the term of the Collective Bargaining Agreement shall be March 1, 2007 through February 28, 2010.

Section 3. That the Collective Bargaining Agreement, as amended, be and is hereby approved.

Section 4. That this resolution shall become effective immediately upon its adoption.

Adopted: April 17, 2007

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
CEO, General Manager/Secretary –Treasurer



Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

TITLE/DESCRIPTION:  APPROVING A NEW THREE-YEAR COLLECTIVE BARGAINING AGREEMENT COVERING THE CONDITIONS OF EMPLOYMENT WITH THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.	Resolution No.: 2007-63
	Date: April 12, 2007
	Initiator: Human Resources Division
ACTION REQUEST: <input 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 March 1, 2007 through February 28, 2010. 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, 2007. Negotiations for a new agreement commenced on January 17, 2007. Eighteen joint bargaining sessions occurred during January, February and March 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 March 21, 2007, for a new three-year collective bargaining agreement. This agreement was approved by union membership on April 2, 2007.

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 March 1, 2007.

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 \$1,261,189 over the agreement's three-year life.

**Staff Summary And Comments**  
**New Three-Year Collective Bargaining Agreement - FOP**  
**Page 2**

- 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. Summary of Major Changes as negotiated by the Fraternal Order of Police/Ohio Labor Council, Inc. and the GCRTA.
  - B. Economic Analysis – New Contract 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

**2007 COLLECTIVE BARGAINING  
FOP/ OLC AND GCRTA**

**SUMMARY OF TENTATIVE AGREEMENTS  
MARCH 22, 2007**

**THE PARTIES HAVE NEGOTIATED THE FOLLOWING MODIFICATIONS TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT. UNLESS OTHERWISE MODIFIED BELOW, CURRENT CONTRACT LANGUAGE WOULD REMAIN.**

**ARTICLE 1 – PUPOSE OF PROVISIONS**

Section 1. 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, the FOP/ OLC and the employees.

**ARTICLE 10 – DISCIPLINE**

Section 3. In the event of any suspension, the day(s) suspended will be served based on the employee's regular schedule, whether a four-ten or a five-eight. Therefore, an employee with a three-day suspension may lose either twenty-four or thirty hours of pay. **In the event that an employee in the Transit Police Department is placed on a crisis suspension pending the results of an investigation and the crisis suspension continues beyond one pay period, the employee may apply for vacation, personal days or holidays, or compensatory time. The paid time off that is requested may be granted to the extent necessary to provide the employee with compensation during this extended period. However, the employee's status will continue to be recorded as a crisis suspension. Upon completion of the investigation, the period of crisis suspensions will be treated in accordance with the Positive Discipline Policy. In the event there is no discharge, the employee's vacation, personal, holiday, or compensatory time balances will be restored with the paid time-off used, if any, during the crisis suspension.**

~~See also, Appendix D, Use of Paid Time Off During a Crisis Suspension.~~

## **ARTICLE 15- PERSONNEL FILES**

Section 3. All official entries of a disciplinary or adverse nature shall be retained in the personnel file maintained by the **Transit Police Department until the employee separates employment with the GCRTA. At that time, the employee's personnel file will be sent to the** Human Resources Department. 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.

## **ARTICLE 23- HOURS OF WORK**

Section 4. GCRTA, recognizing the importance of adequate staffing, will make every effort to maintain or increase the work force of the Transit Police Department, in accordance with GCRTA's priorities and budget. However, there are occasions when, as the result of unexpected absences, the staffing on a shift falls below desired levels. In those instances GCRTA will address the staffing level problem on such shift through the following steps, which will be taken in the order presented below:

- A. Consider the work assignments of the shift, reassigning responsibilities, as appropriate.
- B. Seek volunteers on other shifts to temporarily move to the problem shift. If feasible, GCRTA will adjust the days off and/or the starting and quitting times to address the needs of the volunteer(s). GCRTA will pay a one-dollar (\$1.00) per hour premium to the volunteer(s) for all hours worked on the problem shift.
- C. Use reasonable overtime.
- D. Temporarily adjust the days off of the fill-in employee(s) on the problem shift.
- E. Temporarily reassign the least senior employee(s) from other shifts to the problem shift.

## **ARTICLE 25—TRAINING**

Section 4. The Director of Security/Chief of Police shall institute a ~~field officer training~~ **field training officer (FTO)** program. Such officers shall receive \$2.00 per hour as a premium for the period when they are actively training new hires as directed by the Director of Security/Chief of Police.

**The Director of Security/Chief of Police shall institute a FTO program for Dispatchers. Such officers assigned as FTO's shall receive \$1.00 per hour as a premium for the period when they are actively training new Dispatchers as directed by the Director of Security/Chief of Police, or his designee.**

## ARTICLE 29 – 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~~ **twelve (12)** months for Security Officers, Dispatchers, and Sergeants and ~~12 months for~~ Transit Police Officers **who are already Ohio Police Officer Training Academy (OPOTA) certified, and six (6) months for Sergeants. Transit Police Officers who are hired without OPOTA certification shall serve a sixteen (16) month probationary period.** During the probationary period, **Dispatchers and** Transit Police Officers may be assigned to any shift for training purposes when deemed necessary by the Director of Security/Chief of Police. 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 3. The GCRTA will continue to require all new hires, from the date of the contractual agreement forward, to sign an agreement that in the event the employee resigns from the Transit Police Department before completing three years in the position, he / she will repay the tuition costs incurred by the Authority for the training the employee received at the Police Academy. (A Sample of the Agreement is located in the back of this collective bargaining agreement.)

## ARTICLE 30—BENEFITS

### Section 1. Health Care

A. The Authority will continue to provide a level of benefits comparable to those now in effect for the duration of this Agreement. ~~RTA agrees to explore the possible development of a section 125 cafeteria plan.~~

\* \* \*

~~D. 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.~~ **Effective January 1, 2009, the required health care contribution for the plans in effect will be 88% by the Authority and 12% by the employee**

\* \* \*

### Section 2. Sick Benefits

\* \* \*

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 Officer	from	\$199.00 per week
	<del>1/1/05</del>	<del>\$209.00 per week</del>
	<del>1/1/06</del>	<del>\$219.00 per week</del>
	1/1/07	\$229.00 per week
	<b>1/1/08</b>	<b>\$239.00 per week</b>
	<b>1/1/09</b>	<b>\$249.00 per week</b>
	<b>1/1/10</b>	<b>\$259.00 per week</b>

Dispatcher	from	\$204.00 per week
	<del>1/1/05</del>	<del>\$214.00 per week</del>
	<del>1/1/06</del>	<del>\$224.00 per week</del>
	1/1/07	\$234.00 per week
	<b>1/1/08</b>	<b>\$244.00 per week</b>
	<b>1/1/09</b>	<b>\$254.00 per week</b>
	<b>1/1/10</b>	<b>\$264.00 per week</b>

Patrol Officer	from	\$214.00 per week
	<del>1/1/05</del>	<del>\$224.00 per week</del>
	<del>1/1/06</del>	<del>\$234.00 per week</del>
	1/1/07	\$244.00 per week
	<b>1/1/08</b>	<b>\$254.00 per week</b>
	<b>1/1/09</b>	<b>\$264.00 per week</b>
	<b>1/1/10</b>	<b>\$274.00 per week</b>

Sergeants	from	\$219.00 per week
	<del>1/1/05</del>	<del>\$229.00 per week</del>
	<del>1/1/06</del>	<del>\$239.00 per week</del>
	1/1/07	\$249.00 per week
	<b>1/1/08</b>	<b>\$259.00 per week</b>
	<b>1/1/09</b>	<b>\$269.00 per week</b>
	<b>1/1/10</b>	<b>\$279.00 per week</b>

In the event sick benefits are payable under the existing Short Term Disability Plan, the employee normally assigned to a four-ten schedule shall be considered as if he/she is assigned to a five day, eight hour work schedule for the period of short term disability. If an employee normally assigned to a four-ten schedule returns to work in the middle of a week, he/she shall complete the week based on a five day/eight hour schedule.

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 insurance 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 employed), a life insurance plan in the following amounts:

<u>Police Officers</u>	\$40,000.00
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<u>Non-Police</u>	\$20,000.00
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**Effective January 1, 2008, The GCRTA shall provide to members of the bargaining unit after they have six (6) months consecutive service (provided they are then employed), a life insurance plan in the following amounts:**

<u>Police Officers</u>	<b>\$45,000.00</b>
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<u>Non-Police</u>	<b>\$25,000.00</b>
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## **ARTICLE 31 – HOLIDAYS AND PERSONAL DAYS**

Section 5. All holidays and personal days are calculated at eight (8) hours each. Employees working a four-ten schedule who elect to take a holiday or personal day will be required to supplement the standard eight hours by charging the two additional hours per day to either **compensatory time**, accrued vacation time or holiday time not yet taken.



## ARTICLE 33 - ANNUAL CERTIFICATION

Section 5. The Authority agrees to grant ~~16~~ **24** hours of off duty time, annually, to allow bargaining unit employees to prepare for their certification requirement. The 16 hours shall be taken off with pay and shall not be charged to an employees accumulated sick time, vacation, or compensatory time balances. Any unused time can be banked as compensatory time in accordance with Article 22, Overtime Assignments.

Section 6. Any request to use the ~~16~~ **24** hours shall not be unreasonably denied.

## ARTICLE 34- USE OF EARNED TIME

Section 4. Employees may request earned time by submitting such request no less than ~~seven (7)~~ **five (5)** days in advance of the date sought to be off. The Director of Security/Chief of Police or their designee will conditionally respond to requests made more than thirty (30) days in advance of the first day sought to be off in the order in which the requests are submitted. The conditional response will be finalized on or before thirty (30) days of the date requested. For requests submitted thirty (30) days or less from the date requested, management shall grant or deny said earned time within 72 hours. If two or more employees request earned time for the same day, the first employee to apply shall be given the day. If two or more employees request earned time on the same day and at the same time, seniority shall prevail. All earned time requests shall be in writing with the date and time of receipt noted by the superior officer receiving such request. The granting of earned time shall be governed by the necessity to meet minimum staffing levels as determined by the Director of Security/Chief of Police.

\* \* \*

Section 6. Employees may cancel earned time off requests by submitting written notice ~~five (5)~~ **four (4)** days in advance of the date scheduled to be off.

Section 7. Employees may request to have the ~~seven (7)~~ **five (5)** day request limit and ~~five (5)~~ **four (4)** day cancellation limit waived. ~~due to exigent circumstances. Employees may be required to submit written documentation explaining the exigent circumstances.~~ The decision to allow the time limits to be waived will be made by the Director of Security/Chief of Police or their designee, **and will not be unreasonably denied. Employees who request to waive the above time limits must submit a Time Off Request Form.**

\* \* \*

Section 9. See also ~~Appendix D~~ Article 10 regarding use of earned time while on crisis suspension.

**ARTICLE 35 – UNIFORMS**

Section 4. For all newly hired police officers, an initial uniform allowance of ~~One Thousand Two Hundred Dollars (\$1,200.00)~~ **One Thousand Six Hundred Dollars (\$1600.00)** shall be paid to each officer upon satisfactory completion of their required training. Officers receiving the initial allowance shall not be eligible for an annual uniform allowance for the following two (2) years after their appointment.

Section 5. For all newly-hired Dispatchers and Security Officers an initial uniform allowance of ~~Eight Hundred Dollars (\$800.00)~~ **Nine Hundred Dollars (\$900.00)** shall be paid to each Dispatcher and Security Officer upon satisfactory completion of their required training. Dispatchers and Security Officers receiving the initial allowance shall not be eligible for an annual uniform allowance for the following two (2) years after their appointment.

\* \* \*

Section 7. The Uniform Allowance will be prorated by 50% for any employee who works less than 1040 hours in a year, except for those employees who are off work while on hazardous duty injury.

**ARTICLE 41- HAZARDOUS DUTY INJURY**

See attached letter in the back of this packet.

**ARTICLE 46- WAGES**

Sections 2, 4 and 5. The Authority has agreed to the following increases in wages on the following dates for Dispatchers, Security Guards and Transit Police Officers.

	3/2007	9/2007	3/2008	9/2008	3/2009	9/2009
Dispatchers/ Security Guard	2%	1%	2%	1%	2%	1%
Transit Police Officers	2%	1%	2%	1%	2%	1%

Section 3. Transit Police Officers promoted to Sergeant after March 1, 1998, shall be paid a percentage of the top Transit Police Officer rate in effect as follows:

First year of service	<del>104%</del> <b>109%</b>
Second year of service	<del>109%</del> <b>112%</b>
Third year of service <b>and thereafter</b>	<del>114%</del> <b>118%</b>
<del>Fourth year of service and thereafter</del>	<del>118%</del>

~~In addition, effective February 29, 2004, Sergeants will be paid a one-time bonus of \$500.00 that will not become a part of their base wage.~~

## **ARTICLE 47 - DURATION**

This Agreement shall remain in effect from ~~February 29, 2004 to February 28, 2007~~ **March 1, 2007 to February 28, 2010**, 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.

## **APPENDICES**

The parties agree to **delete** the following appendices from the collective bargaining agreement:

- Appendix A – Repayment of Tuition Costs
- Appendix D – Use of Paid Time Off During a Crisis Suspension
- Appendix E – Sick Days-Labor/Management Committee
- Appendix G – Electronic Technologies

**Memorandum of Understanding  
Between the  
Fraternal Order of Police/ Ohio Labor Counsel, Inc.  
And  
The Greater Cleveland Regional Transit Authority  
  
Canine Unit**

The Greater Cleveland Regional Transit Authority (GCRTA) and the Fraternal Order of Police (FOP), having met and conferred, agree that the conditions set forth herein will apply only to the dogs purchased under the FY2005 Transit Security Grant program and any officer assigned as the dog's handler. Except as outlined below, no other terms and conditions shall be provided for between the GCRTA and FOP.

Where a conflict exists between the terms and conditions contained herein and the K9 Officer Contracts executed between the GCRTA and each individual Canine Unit Officer, the terms set forth in this Memorandum of Understanding will apply and supercedes those contracts.

1. Officers assigned to the Canine Unit who are scheduled to work a five day, eight (8) hour schedule will work five days, seven (7) hours per day, except when the dog is out of service or kenneled. Seven (7) hours will be normal duty, one (1) hour per day will be devoted to the care and training of the dog. If the dog is out of service or kenneled for any period of time during a day, the officer will be required to work their regularly scheduled eight (8) hour shift.
2. When an officer assigned to the Canine Unit is absent from work and elects to be paid using earned time, as defined by Article 34, section 1, or sick time they will be required to cover their time hour for hour up to seven (7) hours per day or thirty-five (35) hours per week. If the dog is out of service or kenneled during this time, the officer will be required to expend their earned or sick time, to cover their regular time, up to eight (8) hours per day or forty (40) hours per week.
3. In addition to their regularly earned pay, Canine Unit Officers will be paid two (2) hours of pay per week, for the care and maintenance of the dog, except when the dog is out of service or kenneled for any period of time for that week. If the dog is out of service or kenneled for any period of time during that week, the officer will not receive these additional hours.
4. The GCRTA will provide Canine Unit Officers with \$1200.00 per year credit either through a P-card or vendor or vendors to be determined solely by the GCRTA to provide food, treats, toys and grooming for the dogs. Officers will be required to feed the dog only departmentally approved food. Veterinary expenses, from a

departmentally approved veterinarian, will continue to be paid by the GCRTA through reimbursement.

The GCRTA and the FOP acknowledge that they have had ample opportunity to confer and bargain over all negotiable matters affecting the conditions of employment regarding the above referenced issue. This agreement represents a complete and final understanding between the GCRTA and the FOP on all bargaining issues regarding the Canine Unit.

Unless the GCRTA terminates the canine program in its entirety prior, this Memorandum of Understanding is effective only for the term of the parties Collective Bargaining Agreement and will terminate February 28, 2010.

Executed in Cleveland, Cuyahoga County, Ohio, this \_\_\_\_\_ day of March 2007.

For the Fraternal Order of Police:

For the Greater Cleveland RTA:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

March 8, 2007

Mr. Otto Holm  
FOP/ OLCi  
14918 Triskett  
Cleveland, Ohio 44111

**Re: Article 41, Hazardous Duty Injury**

Dear Otto:

The purpose of this letter is to notify you that I am rescinding my letter of January 7, 2005. In that letter, I notified you and the Fraternal Order of Police (FOP) that I would be discontinuing the practice and abiding by the contract language contained in the parties' collective bargaining agreement. The Greater Cleveland Regional Transit Authority will continue to use the hours that an officer receives while on Hazardous Duty Injury for determining their annual vacation eligibility.

Sincerely,

Scott Ferraro, Director  
Labor & Employee Relations

cc: Michael Gettings, President, FOP

Bruce Hampton, DGM, Human Resources  
Michael York, DGM, Operations  
John Joyce, Director of Security/ Chief of Police  
George Fields, Manager, Employment & Recruitment  
James Nelson, Manager, Benefits

A signed copy of this letter may be obtained from the Labor & Employee Relations Department

**Fraternal Order of Police/ Ohio Labor Counsel, Inc.  
And  
The Greater Cleveland Regional Transit Authority**

**Fare Collection System**

The parties agree to engage in good faith discussions concerning the issues involved in the most cost-effective way to enforce the self-service (proof of payment) fare collection system that will be implemented on the GCRTA's various transit services.

For the FOP/ OLC:

For the Authority:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

January 31, 2007

Mr. Michael Gettings, President  
Fraternal Order of Police, Ohio Labor Council, Inc.  
1240 W. 6<sup>th</sup> Street  
Cleveland, Ohio 44113-1331

Re: Posting of Shift Picks:

Dear Mr. Gettings:

The purpose of this letter is to confirm the discussions we had during labor negotiations. Being sensitive to the FOP's issue regarding shift picks, the Greater Cleveland Regional Transit Authority (GCRTA) has decided that it will make all reasonable efforts to post the shift picks seven (7) days prior to the pick. The pick will then go into effect fourteen (14) days thereafter.

The above sets forth the understanding that the parties discussed concerning this issue. Should the GCRTA need to adjust these posting days, it will make this change only after advising the FOP.

Sincerely,

Bruce Hampton, Deputy General Manager  
Human Resources

A signed copy of this letter may be obtained from the Labor &  
Employee Relations Department



**Economic Analysis - New Contract with FOP**

	Estimated Year 1	Estimated Year 2	Estimated Year 3	Estimated Total Contract	Wage Increases	Top Officer
<b>Base Personnel Costs</b>						
Wages	4,971,034	4,971,034	4,971,034	14,913,101	Current Contract	\$24.04
Benefits	1,850,219	2,035,241	2,238,765	6,124,224	<b>Year 1</b> 2.00% 3/1/2007 1.00% 9/1/2007 3.00% Base Increase	\$24.52 \$24.77
<b>Subtotal - Base Personnel Costs</b>	<b>6,821,252</b>	<b>7,006,274</b>	<b>7,209,798</b>	<b>21,037,325</b>	<b>Year 2</b> 2.00% 3/1/2008 1.00% 9/1/2008 3.00% Base Increase	\$25.26 \$25.51
<b>CONTRACT CHANGES</b>						
<b>I. Compensation &amp; Classification</b>						
General Wage Increase	171,313	367,269	551,549	1,090,131	<b>Year 3</b> 2.00% 3/1/2008 1.00% 9/1/2008 3.00% Base Increase	\$26.02 <b>\$26.28</b>
Segeant Wages - Compress steps to 3 years from 4	14,537	15,007	15,490	45,034		
<b>II. Benefits</b>						
Annual Certification - Increase 8 hours	34,793	35,917	37,074	107,784		
Life Insurance - Increase \$5,000/year	1,110	2,220	3,330	6,660		
STD - Increase \$10.00 per week/year	880	1,760	2,640	5,280		
Uniform - Increase new employees \$400 & \$100 /year	2,100	2,100	2,100	6,300		
Medical - Increase Employee Contribution 2% in year 3	0	0	(24,609)	(24,609)		
<b>Subtotal - Contract Changes</b>	<b>224,733</b>	<b>424,273</b>	<b>612,183</b>	<b>1,261,189</b>	<b>Total</b> 3.00% Year 1 3.00% Year 2 3.00% Year 3 <b>9.00% Base Increase</b>	
<b>Contract Costs</b>	<b>7,045,985</b>	<b>7,430,547</b>	<b>7,821,981</b>	<b>22,298,514</b>		
<b>Cost per Hour (for FOP Personnel)</b>	<b>\$30.52</b>	<b>\$32.18</b>	<b>\$33.88</b>	<b>\$32.19</b>		