

RESOLUTION NO. 2014-112

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, 2011, remained in effect until
February 28, 2014; 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, 2014 through February 28, 2017; and

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

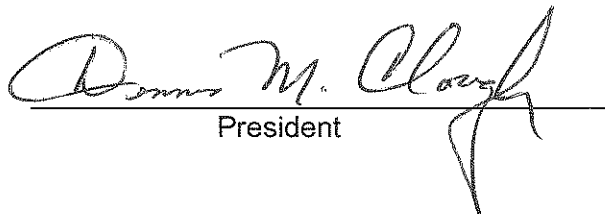
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland
Regional Transit Authority:

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 March 1, 2014 and
continue to February 28, 2017.

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: October 21, 2014



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 COUNCIL, INC.	Resolution No.: 2014-112
	Date: October 20, 2014
	Initiator: Human Resources
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, 2014 through February 28, 2017. 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 5% of the Authority's approximately 2,300 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, 2014. Negotiations for a new agreement commenced in January 2014. Eleven joint bargaining sessions occurred from January through September 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 September 23, 2014, for a new three-year collective bargaining agreement. This agreement was approved by union membership on October 17, 2014.

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, 2014.

3.0 PROCUREMENT BACKGROUND: Does not apply.

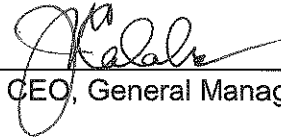
4.0 DBE/AFFIRMATIVE ACTION BACKGRUND: Does not apply.

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: FOP represented members' wages will continue to be based on sales tax and passenger fare revenue for the life of the contract. The new agreement will cost the Authority approximately an additional \$192,700.00 for the first year wages. The parties further agreed to a modified health care plan in 2016, which will include deductibles and co-insurance. The Authority anticipates approximately \$100,000.00 in savings on health care over the term of the contract.

- 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 ATTACHMENT:
- A. Tentative Agreement between GCRTA and the Fraternal Order of Police/Ohio Labor Council, Inc. covering the Conditions of Employment 3/01/14 – 2/28/17 – Summary of Major Changes

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

Fraternal Order of Police/Ohio Labor Council, Inc.

Summary of Modifications to the Contract

March 1, 2014

**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 eliminate the first step of the grievance process with the Lieutenants. This will allow a timely and efficient processing of grievances.

Article 21. Shift Selection and Days Off

The parties agreed to more flexibility in the scheduling of the sergeants' shifts. This will allow better transition and passing of information from one shift to the next.

Article 27. Contracted Security/Part-Time Employees

The parties agreed to modify the language in this section to allow the Authority to hire part-time dispatchers.

Article 30. Employee Benefits. ECONOMIC

The parties agreed to maintain current health care benefits for 2015 and make the following health care changes to take effect January 1, 2016.

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.

B. The health care plans include but are not limited to: 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.

C. An employee eligible for health care coverage is defined as a full-time employee covered by these Conditions who have completed a probationary period of six months. Benefits under this provision 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. The Authority will honor applicable state or federal regulations regarding requirements for dependent coverage.

D. Healthcare Plan Design	Effective January 1, 2016
Office visit co pay:	\$20 (waived for annual physical)
Urgent Care co pay;	\$25
Emergency Room copay	\$100
Deductibles	\$300S/\$600F
Co-Insurance	90/10 Max out of Pocket
	\$1,000S/\$2,000F
Premium contributions	86/14, Employee, Employee +1, Employee +2, Family

Employees may reduce their monthly premium contribution up to 2% each year of the contract period by:

1. being a verified non-smoker by December 1 – 1% premium reduction
2. Annual Physical Examination for the employee and each applicable dependent prior to December 1 each year (no extensions for completing assessment or physical) – 1% premium reduction (Employees are encouraged to continue to complete Health Risk Assessments each year.)

Prescription co-pays will be based on a three tiered planned. Generic benefits will be \$5 for a 30 day supply, \$10 for preferred, and \$20 for non-preferred. Mail order maintenance prescription co-pays will be the cost of a 60-day supply for a 90-day supply.

E. Plan enrollments shall be on a calendar year basis.

F. The FOP/OLC, Inc. 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 and surgical procedures.

The parties also agreed to increase each level of short term disability benefits by \$10 a week beginning January 1, 2015.

Article 32. Vacation ECONOMIC

The parties agreed to calculate all first anniversary vacation hours based on the hours worked in the previous calendar year from the date of hire to December 31. This will mirror the same procedure that is applied to all full-time ATU represented employees.

Article 35. Uniforms ECONOMIC

The parties agreed to increase officers' and sergeants' annual uniform allowances by \$100 and \$25 for dispatchers and security officers.

Article 46. Wages. ECONOMIC

The parties agreed to continue to base their wage adjustments on how the Authority's sales tax and passenger fare revenue numbers change from the current year to the previous year.

FOP represented employees will receive a **retro-payment of 3% effective March 1 2014.**

March 1, 2015 – Employees may receive 0% - 3% wage increase. Employees may be subject to plus or minus 30% of each percentage change above or below the percentage range noted above. This total change would be capped at 6%. This is dependent on sales tax and passenger fare revenue received by the Authority. Employees would be eligible to receive the percentage increase, to the nearest tenth of a percent, for increase in 2014 sales tax and passenger fare revenue received as compared to 2013 sales tax and passenger fare revenue; not to vary beyond a -.6% to 3.6% wage change.

March 1, 2015 -.6% to 3.6%

March 1, 2016 – Employees may receive 0% - 3% wage increase. Employees may be subject to plus or minus 30% of each percentage change above or below the percentage range noted above. This total change would be capped at 6%. This is dependent on sales tax and passenger fare revenue received by the Authority. Employees would be eligible to receive the percentage increase, to the nearest tenth of a percent, for increase in 2015 sales tax and passenger fare revenue received as compared to 2014 sales tax and passenger fare revenue; not to vary beyond a -.6% to 3.6% wage change.

March 1, 2016 -.6% to 3.6%

Article 47. Duration. ECONOMIC

The parties agreed to a 3-year contract.

March 1, 2014 to February 28, 2017