

RESOLUTION NO. 2015-103

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 between Local 268 of the Amalgamated Transit Union and the Greater Cleveland Regional Transit Authority (GCRTA), established on August 1, 2011, remained in effect until July 31, 2014; and

WHEREAS, collective bargaining between representatives of Local 268 of the Amalgamated Transit Union and representatives of the GCRTA have produced a new Collective Bargaining Agreement covering the period from August 1, 2014 through July 31, 2017; 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 ATU, Local 268 and the GCRTA, to become effective retroactive to August 1, 2014 and continue through July 31, 2017.


Section 2. That said contract will be funded through the General Fund.

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

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

Adopted: November 10, 2015

  
\_\_\_\_\_  
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 WITH ATU, LOCAL 268	Resolution No.: 2015-103
	Date: November 5, 2015
	Initiator: Human Resources
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 Collective Bargaining Agreement (CBA) with Local 268 of the Amalgamated Transit Union (ATU, Local 268). The term of the new agreement will be from August 1, 2014 through July 31, 2017. The new agreement describes the "Conditions of Employment" for GCRTA employees covered by ATU, 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 75% of the GCRTA's 2,382 currently active positions.

2.0 DESCRIPTION/JUSTIFICATION: The previous CBA with ATU, Local 268, expired at midnight on July 31, 2014 and continued in effect until this new agreement was negotiated. Negotiations for a new agreement commenced on May 23, 2014. Numerous joint bargaining sessions occurred during 2014-2015 between representatives of ATU, Local 268 and the GCRTA. These negotiations culminated in a tentative agreement being reached between the parties on October 2, 2015, for a new three-year CBA. The agreement was approved by union membership on October 19, 2015.

Exhibit A is a summary of the major changes to the CBA 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 ATU, 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 areas 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 Exhibit B.

7.0 ALTERNATIVES: Not approve the new three-year agreement as proposed and direct the staff to return to the bargaining table with ATU, Local 268, to seek further changes or revisions.

8.0 RECOMMENDATIONS: It is recommended that the Board of Trustees approve the

proposed new three-year labor agreement with ATU, Local 268, as presented herein.

9.0 ATTACHMENTS:

- A. Tentative Agreement between GCRTA and ATU, Local 268 covering the Conditions of Employment August 1, 2014 through July 31, 2017 – Summary of Major Changes.
- B. Estimated costs and savings associated with new agreement.

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



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CEO, General Manager/Secretary-Treasurer

**EXHIBIT A  
BOARD OF TRUSTEES  
TENTATIVE AGREEMENT WITH  
AMALGAMATED TRANSIT UNION, LOCAL 268**

**Summary of Major Changes**

**1. Part I, Article 9, Grievances.**

The parties will maintain current contract language, except for the following:

- a. The decision timeframe at the First Step will be reduced to 10 business days.
- b. Typos referring to the wrong steps will be corrected.

**2. Part I Article 13. Layoff Procedure.**

The Authority agreed to modify the following language:

If a person entitled to restoration cannot be readily located at the time of the vacancy occurs, his name may be passed and the position offered to ~~another~~ **the next** person on the restoration list **in system seniority order**. **The Authority would maintain the skipped employee on the restoration list for possible placement in the next vacancy in his previously held classification not to exceed two years from the date of layoff.**

**3. Part I Article 17. Benefits**

Section 3. Health Care Benefits.

A. 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.

B. An employee eligible for health care coverage is defined as a full-time employee covered by these Conditions who has 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.

C. Effective January 1, 2016, the required health care contribution for plans in effect will be 86% by the Authority and 14% by the employee. Premiums will be shared based on those with employee coverage, employee plus one dependent, employee plus two dependents and family.

Office visit co pay:	\$20 (waived for annual physical)
Urgent Care co pay;	\$25
Emergency Room copay	\$100
<b>Deductibles</b>	<b>\$300S/\$600F</b>

<b>Co-Insurance</b>	<b>90/10 Max out of Pocket</b> <b>\$1,000S/\$2,000F</b>
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Premium contributions	86/14, Employee, Employee + 1, Employee + 2, Family
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Employees may reduce their monthly premium contribution up to 2% each year of the contract period by:

1. being a verified **non-nicotine user** by December 1 – 1% premium reduction
2. completing an 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

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. Any prescription copay will be paid in accordance with the prescription vendor plan design.

#### **4. Part II, Article 7. Bonus Allowances and Premium Payments**

Section 1. Pull-Out: Bus and rail operators shall be allowed ~~ten (10)~~ **fifteen (15)** minutes for getting a vehicle out each time required to pull-out from a yard or garage.

*(This change will occur when the first pick of 2016 takes effect.)*

## **5. Appendix A. Rates Of Pay**

2015- Effective the first pay period in November, 2015, employees would receive a 3% increase. The 3% increase is based on the 2014 sales tax and passenger fares received as compared to 2013 sales tax and passenger fare revenue.

Additionally, all employees on the payroll as of **November 1, 2015**, would be eligible to receive the 3% increase **effective February 1, 2015**.

February 2016 - Effective the first full pay period in February, employees would receive a 3% increase. The 3% increase is based on projected sales tax and passenger fare revenue received by the Authority. Employees would receive the 3% increase based on the current and projected increases in 2015 sales tax and passenger fare revenue received as compared to 2014 sales tax and passenger fare revenue.

February 2017- Effective the first full pay of February, employees may receive a 0-3% wage increase depending 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 2016 sales tax and passenger fare revenue as compared to 2015 sales tax and passenger fare revenue, not to exceed a 3% wage increase.

If the Authority were to provide a fare rollback or increase to the public in 2016, the Authority would meet with the Union to discuss a change in the formula for calculating the passenger fare revenue as compared to 2016.

The GCRTA and ATU, Local 268 agree that should the 'Cadillac Tax' provision of the Affordable Care Act not take effect in 2018, the parties will meet and discuss healthcare plan design options and cost implications.

**EXHIBIT B  
BOARD OF TRUSTEES  
TENTATIVE AGREEMENT WITH  
AMALGAMATED TRANSIT UNION, LOCAL 268**

**PROJECTED COSTS – WAGES**

Wages Year 1 –	\$3,522,886
Wages Year 2 –	\$3,628,572
Wages Year 3 –	??????????
Total 2 Years –	\$7,151,458

**ECONOMICS  
Projected Cost Containment**

HEALTHCARE	\$2,400,000 for life of contract
CADILLAC TAX	\$2,200,000 in 2018 would be avoided, due to change in Healthcare Plan Design