

RESOLUTION NO. 1976-239

A RESOLUTION ESTABLISHING THE CONDITIONS
OF EMPLOYMENT FOR THE GREATER CLEVELAND
REGIONAL TRANSIT AUTHORITY.

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


Section 1. That the Conditions of Employment for the Greater Cleveland
Regional Transit Authority be and they are hereby amended to conform with
the provisions contained in "Exhibit A" attached hereto and incorporated as part
of this resolution.

Section 2. That the Conditions of Employment be further amended to
delete reference to the "Cleveland Transit System" and "System" where they
should refer to the "Greater Cleveland Regional Transit Authority" or "Authority".

Section 3. That the Conditions of Employment for the Greater Cleveland
Regional Transit Authority as amended hereby are adopted and established for
the Greater Cleveland Regional Transit Authority and are hereby required to be
written and published as amended.

Section 4. That the effective date of said Conditions of Employment shall
be August 1, 1976.

Adopted: July 27, 1976



President

Attest: 

Secretary-Treasurer

EXHIBIT A

ARTICLE I

Section 10

Vacations

Eligibility - Effective January 1, 1977, all full time employees who have completed one year of continuous service with the Greater Cleveland Regional Transit Authority will be eligible for a paid vacation.

The vacation received in any calendar year shall be based on the number of years of service of the employee and on the number of days worked by the employee in the previous calendar year. For purposes of determining vacation eligibility only, holidays and vacation days shall be considered as days worked.

Provided the employee has worked in excess of one hundred and seventy eight (178) days in the previous calendar year, his vacation shall be as follows:

- (1) With one year of continuous service, 5 work days
- (2) With two years of continuous service, 10 work days
- (3) With five years of continuous service, 15 work days
- (4) With thirteen years of continuous service, 20 work days
- (5) With twenty-three years of continuous service, 25 work days
- (6) After thirty years of continuous service, 30 work days

The balance of this section will remain the same.

ARTICLE I

Section 11

Holidays

(First Paragraph)

All employees shall receive holiday pay for the following holidays: January 1st, Washington's Birthday, May 30th, July 4th, Labor Day, Thanksgiving Day, December 24th, December 25th and employee's birthday. Effective August 1, 1976, all employees who have completed their probationary period shall receive holiday pay for one (1) personal holiday each year. The observance of Washington's Birthday shall be on the third Monday in February, the observance of the May 30th holiday on the last Monday in May, the observance of Labor Day on the first Monday in September and the observance of the employee's personal holiday shall be mutually agreed to by the employee and his supervisor five (5) days in advance and scheduled so as not to interfere with the normal operations of the Authority. Such personal holiday shall not be observed on the same day as any of the aforementioned holidays. Such holiday pay shall be eight (8) hours at the employee's respective straight time rate.

The balance of Section 11 shall remain the same.

ARTICLE I

Section 13

Insurance

A. Life Insurance. Such insurance plan shall provide a life insurance policy for full-time employees as follows:

Effective 8/1/76 \$3,500

Effective 8/1/77 \$4,000

Effective 8/1/78 \$4,500

B. Sick Benefits: Effective August 1, 1976, such insurance plan shall also provide sick benefits for full-time employees for a maximum of twenty-six weeks in the following amounts:

Grade One	\$117.00 per week	\$23.40 per scheduled work day
Grade Two	\$122.00 per week	\$24.40 per scheduled work day
Grade Three	\$127.00 per week	\$25.40 per scheduled work day
Grade Four	\$132.00 per week	\$26.40 per scheduled work day
Grade Five	\$137.00 per week	\$27.40 per scheduled work day
Grade Six	\$142.00 per week	\$28.40 per scheduled work day

Effective August 1, 1977, such insurance plan shall provide sick benefits for full-time employees for a maximum of twenty-six weeks in the following amounts:

Grade One	\$127.00 per week	\$25.40 per scheduled work day
Grade Two	\$132.00 per week	\$26.40 per scheduled work day
Grade Three	\$137.00 per week	\$27.40 per scheduled work day
Grade Four	\$142.00 per week	\$28.40 per scheduled work day
Grade Five	\$147.00 per week	\$29.40 per scheduled work day
Grade Six	\$152.00 per week	\$30.40 per scheduled work day

Effective August 1, 1978, such insurance plan shall provide sick benefits for full-time employees for a maximum of twenty-six weeks in the following amounts:

Grade One	\$137.00 per week	\$27.40 per scheduled work day
Grade Two	\$142.00 per week	\$28.40 per scheduled work day
Grade Three	\$147.00 per week	\$29.40 per scheduled work day
Grade Four	\$152.00 per week	\$30.40 per scheduled work day
Grade Five	\$157.00 per week	\$31.40 per scheduled work day
Grade Six	\$162.00 per week	\$32.40 per scheduled work day

The balance of sub-section B shall remain the same.

D. Hospital, Medical, Surgical Insurance: The Greater Cleveland Regional Transit Authority shall pay not to exceed \$102.00 per month toward the premium paid by each employee for hospital, medical, surgical insurance protection with Blue Cross of Northeast Ohio and Medical Mutual of Cleveland, Inc. As an alternative not more than 49% of the employees may elect to have the Greater Cleveland Regional Transit Authority pay not to exceed \$102.00 per month toward the premium paid by each such employee for hospital, medical and surgical insurance protection with the Kaiser Community Health Foundation.

ARTICLE I

Section 13

Insurance (Continued)

Effective August 1, 1977 the amount so paid shall not exceed \$110.00 per month per employee. Effective August 1, 1978 the amount so paid shall not exceed \$125.00 per month per employee.

Effective August 1, 1976 the Greater Cleveland Regional Transit Authority shall pay not to exceed \$1.40 per month per employee for the employees participation in the Union Eye Care Center, Inc., of Cleveland special vision care program.

ARTICLE I

Section 14

Bereavement Pay

A full-time employee absent from work because of the death of the employee's spouse, son, daughter, father, mother, stepfather, stepmother, brother, sister, father-in-law, mother-in-law shall be entitled to receive payment for three (3) days, provided the employee was absent for purposes of bereavement and such days of absence were regularly scheduled work days for the employee.

It is understood that bereavement leave must be completed within seven (7) days after the date of death of a member of the immediate family. It is further understood that bereavement pay shall not be paid for any period of time that an employee is receiving vacation pay or holiday pay.

Employee may be required to furnish proof of relationship to deceased. No employee shall be required to submit an overtime sheet.

ARTICLE I

Section 21

Night Premium

A premium of ten cents (10¢) per hour shall be paid to all employees who work on the third shift, that is a shift beginning at or after 4:00 P.M. and before 12:00 midnight and a premium of fifteen cents (15¢) per hour shall be paid to all employees who work on the first shift, that is, a shift beginning at approximately 12:00 midnight and ending at approximately 8:00 A.M. This provision shall not apply to operators, other platform employees or watchmen.

ARTICLE I

Section 22

Maternity Leave

As a matter of general policy, female employees shall be entitled to a leave of absence for pregnancy, upon request, on the same procedure as all other leaves of absence. Specifically, female employees will be granted a pregnancy leave of absence based upon the medical judgment of the employee's physician, both as to when the leave shall begin and end. But under no circumstances shall any pregnant employee be permitted to continue working if such employee cannot fulfill the requirements of the job, or in the judgment of the Medical Director of the Authority, the employee would jeopardize her own health, the health of other persons or would endanger the public in the case of operators.

ARTICLE I

New Section

Citizen Complaints and Disciplinary Reports

No citizen complaint against any trainman or operator will be recorded and placed in his personnel file until the trainman or operator is given notice of and an opportunity to examine the same and provided the opportunity to respond thereto, orally or in writing. Should, however, he be required to respond in writing during a time when he is not otherwise compensated, he shall be paid fifteen (15) minutes.

When reviewing any employee's record for purposes of imposing discipline, citizen complaints and disciplinary reports over three years old shall not be considered.

ARTICLE I

Section 23

Duration of Conditions

These conditions shall remain in effect until July 31, 1979, and shall continue in effect from year to year thereafter unless modified by further action of the Board of Trustees. Request for such modification, whether made by the Management or Local 268, shall be in writing, presented at least sixty (60) days prior to the expiration date.

ARTICLE II

Section 5

Paragraph 2

The percentage, systemwide, of regular runs presently required to be straight shall be fifty (50) percent on weekdays, seventy-five (75) percent on Saturdays and ninety-five (95) percent on Sundays. Bonus runs are not included in calculated percent of straight runs versus swing runs. The percent of trippers systemwide shall not be greater than twelve (12) percent of the number of regular runs. The percent of trippers at any station shall not be greater than fifteen (15) percent of the number of regular runs at that station.

ARTICLE II

Section 6

Instructing

Trainmen or operators assigned to instructing a student or other employee shall be paid 40¢ per hour in addition to their regular rate. This premium pay is not subject to any overtime payment.

ARTICLE II

Section 9

Cancellation of Assignment

All trainmen and operators who report at a specified time on the order of the Employer, other than for show-up, and on account of the weather or for other reasons not their own are not called upon for work shall be allowed one and one-half hour's time for reporting. Should they report at a specified time on order of the Employer and, for any reason not their own, do not start to work at the specified time, they shall be paid for all elapsing time between the specified time of reporting and the time they start to work. Should a man reporting on order of the Employer be released and be told to report at a later time, the same rule will hold on the second specified reporting time.

ARTICLE II

Section 16

Fare Collection and Change Making

Dollar bill change making machines will be installed, among other locations, in all Greater Cleveland Regional Transit Authority rapid transit station booths with such machines being operated by the station attendants. Station attendants will not be provided keys or other means of opening the machines, and the attendants will not be required to carry any money to or from the station booths for the change making machines. The change making machines and station booths will be connected to an ADT or other acceptable alarm system. Those machines that will be placed inside the booths will be placed at a location mutually determined by Management and Union representatives.

The fare collection system now in effect known as the "Exact Fare" system will remain in effect and bus operators and rapid transit operators will not be required to make change or sell tickets or passes.

Station attendants will not be required to sell tickets or passes until such time as machines are available to dispense tickets and passes in a manner similar to the change machines described above.

All operators and station attendants will be required to issue refund slips for amounts up to one dollar.

ARTICLE II

Section 13

Uniforms

Trainmen and operators shall be required to wear standard uniforms. Specifications for uniforms, caps, blouses, shoes and other equipment shall be determined by the Authority. Suspenders must be concealed when uniform is worn without coat.

Effective October 1, 1976, the Authority will contribute \$60.00 toward the purchase price of standard uniforms or parts of standard uniforms purchased by trainmen and operators. The Authority will also contribute up to 50% of the next \$100.00 toward the purchase price of standard uniforms or parts of standard uniforms purchased by trainmen and operators. The total of such contributions shall not exceed the sum of \$110.00 in the one-year period from October 1, 1976 through September 30, 1977.

Effective October 1, 1977, the Authority will contribute \$60.00 toward the purchase price of standard uniforms or parts of standard uniforms purchased by trainmen and operators. The Authority will also contribute up to 50% of the next \$110.00 toward the purchase price of standard uniforms or parts of standard uniforms purchased by trainmen and operators. The total of such contributions shall not exceed the sum of \$115.00 in the one-year period from October 1, 1977 through September 30, 1978.

Effective October 1, 1978, the Authority will contribute \$70.00 toward the purchase price of standard uniforms or parts of standard uniforms purchased by trainmen and operators. The Authority will also contribute up to 50% of the next \$110.00 toward the purchase price of standard uniforms or parts of standard uniforms purchased by trainmen and operators. The total of such contributions shall not exceed the sum of \$125.00 in the one-year period from October 1, 1978 through September 30, 1979.

This contribution will not be paid until trainmen and operators satisfactorily complete their six-month probationary period.

ARTICLE III

Section 7

B-1 Work Cancelled.

When employees are required to report for work and such work is cancelled because of weather or for other reasons not their own, the employees so reporting shall be paid for one and one-half hours.

ARTICLE III

New Section

Tool Allowance

Effective January 1, 1977 all employees in Grade 4 or higher who are required by the Authority to furnish a set of tools used in the performance of their work shall receive an annual allowance of \$75.00 for maintenance and replacement of such tools.

APPENDIX "B"

Section 1. That the wage rates (including guaranteed cost of living increases) paid by the Greater Cleveland Regional Transit Authority shall be adjusted as follows:

	Eff. 8/1/76	Eff. 2/1/77	Eff. 8/1/77	Eff. 2/1/78	Eff. 8/1/78	Eff. 2/1/79
A. For Operators and Trainmen (collecting fares):						
Base Increase	\$.62	\$ --	\$.25	\$.10	\$.30	\$.15
Guaranteed Cost of Living Increase	--	.05	.07	.08	.10	.10
Total	\$.62	\$.05	\$.32	\$.18	\$.40	\$.25
Top Operator Rate	7.00	7.05 + CL	7.37 + CL	7.55 + CL	7.95 + CL	8.20 + CL
For Station Attendants For Information Booth Attendants						
Base Increase	\$.62	\$ --	\$.25	\$.10	\$.30	\$.15
Guaranteed Cost of Living Increase	--	\$.05	\$.07	\$.08	\$.10	\$.10
Total	\$.62	\$.05 + CL	\$.32 + CL	\$.18 + CL	\$.40 + CL	\$.25 + CL

B. Operators and Trainmen hired August 1, 1976 and thereafter shall receive 20% less than the top operator rate during their first year of service, 15% less than the top operator rate during their second year of service, and 10% less than the top operator rate during their third year of service.

C. Operators and Trainmen performing work not requiring fare collection shall receive ten cents (10¢) per hour less than the applicable operator rates in Sub-Sections A and B above.

D. All other hourly and salaried employees in Grades 1 through 6 shall have their salaries increased by the following percentages (including the guaranteed cost of living increase):

Eff. 8/1/76	Eff. 2/1/77	Eff. 8/1/77	Eff. 2/1/78	Eff. 8/1/78	Eff. 2/1/79
9.72%	0.71%	4.54%	2.44%	5.30%	3.14%
	+ CL	+ CL	+ CL	+ CL	+ CL

E. The salaries of all salaried employees in Grades 1 through 6 shall be further adjusted to the nearest half-dollar at the time of such increase.

APPENDIX "B"

F. The basic wage rates as contained in these Conditions of Employment shall not be reduced during their term. In addition, such basic wage rates shall be subject to adjustments in accordance with changes, if any, in the cost of living from August 15, 1976, as reflected in the Consumer Price Index - All Items, for the City of Cleveland, Ohio (1967=100), herein called the "Index", published by the Bureau of Labor Statistics, U. S. Department of Labor, or by such Index as the Bureau of Labor Statistics may hereafter develop to replace the present Index.

In the event that the Consumer Price Index for Cleveland is discontinued, it is agreed that the "U.S. Consumer Price Index (1967=100)", shall be substituted in the application of the provisions of this section. (In the event of such substitution of the Index, no retro-active changes in wage rates already established under this section are required.)

In the event that the "Consumer Price Index for Cleveland" is altered from the form and basis of calculation for the Index of August 15, 1976, the parties hereto shall agree on an equitable method of application of such revised Index.

The basic wage rate adjustments shall be made in the following manner:

The first adjustment will be based upon the change, if any, in the Index between August 15, 1976 and November 15, 1976 and will be payable beginning the first pay period starting on or after February 1, 1977 and ending July 31, 1977. The amount of the adjustment shall be 1¢ per hour (or the equivalent percentage) for each 0.5 Index point change in the Index from August 15, 1976 and shall be not less than 5¢ per hour (or the equivalent percentage).

The second adjustment will be based upon the change, if any, in the Index between November 15, 1976 and May 15, 1977 and will be payable beginning the first pay period starting on or after August 1, 1977 and ending January 31, 1978. The amount of the adjustment shall be 1¢ per hour (or the equivalent percentage) for each 0.5 Index point change in the Index from November 15, 1976, and shall be not less than 7¢ per hour (or the equivalent percentage).

The third adjustment will be based upon the change, if any, in the Index between May 15, 1977 and November 15, 1977 and will be payable beginning the first pay period starting on or after February 1, 1978 and ending July 31, 1978. The amount of the adjustment shall be 1¢ per hour (or the equivalent percentage) for each 0.5 Index point change in the Index from May 15, 1977 and shall be not less than 8¢ per hour (or the equivalent percentage).

The fourth adjustment will be based upon the change, if any, in the Index between November 15, 1977 and May 15, 1978 and will be payable beginning the first pay period starting on or after August 1, 1978 and ending January 31, 1979. The amount of the adjustment shall be 1¢ per hour (or the equivalent percentage) for each 0.5 Index point change in the Index from November 15, 1977, and shall be not less than 10¢ per hour (or the equivalent percentage).

APPENDIX "B"

The fifth adjustment will be based upon the change, if any, in the Index between May 15, 1978 and November 15, 1978 and will be payable beginning the first pay period starting on or after February 1, 1978 and ending July 31, 1979. The amount of the adjustment shall be 1¢ per hour (or the equivalent percentage) for each 0.5 Index point change in the Index from May 15, 1978, and shall be not less than 10¢ per hour (or the equivalent percentage).

<u>Point Changes</u> <u>Cleveland Consumer Price Index</u>	<u>Adjustment</u>
0 to 0.49	0
0.5 to 0.99	1¢
1.0 to 1.49	2¢
1.5 to 1.99	3¢
2.0 to 2.49	4¢
2.5 to 2.99	5¢
3.0 to 3.49	6¢
3.5 to 3.99	7¢
4.0 to 4.49	8¢
4.5 to 4.99	9¢
5.0 to 5.49	10¢
5.5 to 5.99	11¢
6.0 to 6.49	12¢
6.5 to 6.99	13¢
7.0 to 7.49	14¢
7.5 to 7.99	15¢
8.0 to 8.49	16¢
8.5 to 8.99	17¢
9.0 to 9.49	18¢
9.5 to 9.99	19¢
10.0 to 10.49	20¢

etc.

These cost of living adjustments shall reflect both increases and decreases in the Index, except that wage rates resulting from the application of the Index shall not be below the basic wage rates and guaranteed cost of living increases heretofore specified.

Equivalent percentage increases and decreases shall be made to all other hourly employees and salaried employees in Grades 1 through 6.

The wage rates of salaried employees in Grades 1 through 6 shall be adjusted to the nearest half-dollar.