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# **COLLECTIVE BARGAINING AGREEMENT**

*between the*

**GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY**

*and the*

**FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, Inc.**

*Effective March 1, 2014  
through February 28, 2017*

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## **ARTICLE 1 - PURPOSE 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.

**Section 2.** Cooperation and involvement efforts require the sharing of relevant information concerning the condition and direction of the Authority. Upon written request, Union Officers shall be furnished relevant financial information, proposed business plans and other materials, which are important for understanding the Authority's current position and future plans. The parties recognize and accept their responsibility to work to improve the economic performance of the Authority in ways that serve the interests of customers, employees, and the general public.

**Section 3.** The parties to this agreement recognize that it is in their common interest to promote the positive image of the Greater Cleveland Regional Transit Authority. To that end, both sides agree that all employees, while in the course and scope of their duties and/or while in uniform, or otherwise representing themselves as an Authority spokesperson, will conduct themselves in a professional and respectful manner in an effort to advance the goals and objectives of the Authority, and provide "Quality Service: to Every Customer, Every Day."

## **ARTICLE 2 - EMPLOYEES' REPRESENTATIVES**

The Greater Cleveland Regional Transit Authority hereinafter the "GCRTA", recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter the "FOP/OLC, Inc.", as the exclusive bargaining representative for all employees classified as Security Officer, Dispatcher, Transit Police Officers, and Transit Police Sergeants, now and hereafter employed by GCRTA for the duration of this Agreement.

For the purpose of discussing and conferring with respect to any matter which concerns the employer-employee relationship but subject to such other conditions, rules and provisions of law as may be properly applicable thereto, the Board of Trustees, or its representatives duly authorized in the premises, will meet with such persons associated with the FOP/OLC, Inc., as may be duly designated by such Union to act upon behalf of those employees of the GCRTA who have completed the probationary period.

### ARTICLE 3 - FAIR SHARE

Section 1. It is hereby agreed between the GCRTA and the FOP/OLC, Inc. that thirty (30) days following the beginning of employment or the effective date of this Agreement, whichever is later, all full-time Police Officers, Dispatchers, Security Officers and Police Sergeants shall either become a dues paying member of the FOP/OLC, Inc., or remit a fair share fee in an amount equal to the dues of the FOP/OLC, Inc., on the basis of automatic monthly payroll deductions.

The GCRTA agrees to remit all dues, monthly dues report and fair share fees directly to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215 or such other address as may be set by the FOP/OLC, Inc. from time to time on a monthly basis.

Section 2. Any non-member of the FOP/OLC, Inc. may exercise the option provided in Section 4117.09 (C) of the Revised Code for charitable contributions.

Section 3. Any non-member of the FOP/OLC, Inc. may apply for reimbursement of a portion of their dues, not used for labor purposes, to the reimbursement of committee of the FOP/OLC, Inc. and as provided in Section 4117.09 of the Ohio Revised Code and the Constitution and By-Laws of the FOP/OLC, Inc.

## ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except where otherwise provided in this Agreement, the GCRTA maintains the right and responsibility to:

Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the GCRTA, standards of services, its overall budget, utilization of technology and organizational structure;

Direct, supervise, evaluate or hire employees;

Maintain and improve the efficiency and effectiveness of GCRTA operations;

Determine the overall methods, process means or personnel by which GCRTA operations are to be conducted;

Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;

Determine the adequacy of the work force;

Determine the overall mission of the RTA as a unit of government;

Effectively manage the work force;

Take actions to carry out the mission of the GCRTA as a governmental unit.

Section 2. The FOP/OLC, Inc. and the GCRTA acknowledge that they have had ample opportunity to submit proposals and bargain over all negotiable matters and that with this Agreement or other matters affecting wages, hours, benefits, or other terms and conditions of employment during the term of this Agreement.

### Section 3.

(a) This Agreement represents a complete and final understanding on all bargainable issues between the GCRTA and FOP/OLC, Inc.

(b) This Agreement totally integrates all wages, hours, terms and conditions of employment existing between the parties.

## **ARTICLE 5 - NON-DISCRIMINATION**

Neither the GCRTA, its agents, agencies or officials, nor the FOP/OLC, Inc. or its agents or officers will discriminate against any employee on the basis of age, sex, marital status, race, color, religion, national origin, political affiliation, union activity, or disability pursuant to the ADA or the FMLA.

## **ARTICLE 6 - HEADINGS**

**Section 1.** It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

**Section 2.** The use of words contained herein in the singular shall be construed to include the plural, and words in plural, the singular. The masculine, feminine and neutral genders where used herein shall be construed to include all of said genders. The use of either the masculine or feminine genders is for convenience purposes only and is not to be interpreted to be discriminatory in nature.

## **ARTICLE 7 - COMPLIANCE WITH OTHER REGULATIONS**

**Section 1.** The GCRTA and its employees or their representatives shall comply with all Federal and State laws, valid rules, regulations and orders. Therefore, nothing contained in this Agreement shall be construed to conflict or be inconsistent with such applicable laws, rules, regulations or orders.

**Section 2.** The parties agree that should any provision of this Agreement be found to be invalid, they will attempt to negotiate replacement language on the same subject matter within thirty (30) calendar days.

## **ARTICLE 8 - RATIFICATIONS AND ELECTIONS**

**Section 1.** The FOP/OLC, Inc. shall be permitted, with prior notification to the Department Head, to place a ballot box at GCRTA Police Headquarters for the purpose of collecting bargaining unit members' ballots on all FOP/OLC, Inc. issues, ratifications and elections.

**Section 2.** Such ballot box shall be the property of the FOP/OLC, Inc. and neither the ballot box nor any ballots shall be subjected to the review of the GCRTA or its administrators.

**Section 3.** The ballot box shall be removed as soon as practicable after all issues have been determined.

## **ARTICLE 9 - LABOR COUNCIL REPRESENTATION**

**Section 1.** For the purpose of member representation and continuity of service, the GCRTA shall permit FOP/OLC, Inc. representatives the ability to flex their hours when necessary.

**Section 2.** The GCRTA shall grant five (5) days of uncompensated leave to the FOP/OLC, Inc. for use by representatives, not to exceed a ratio of one representative for every 20 members, to attend as delegates to the Annual Fraternal Order of Police/Ohio Labor Council Conference. Such leave, though uncompensated, shall be in addition to any scheduled time off; however, at the delegate's request, conference leave may be taken in conjunction with or during scheduled time off. Request for leave shall be made at least ten (10) days in advance and not unreasonably denied.

## ARTICLE 10 - DISCIPLINE

Section 1. Violations of rules and regulations necessary to effect adequate and efficient operation in the public interest will constitute just cause for discipline or discharge. Employees or their representatives shall not attempt to interfere with or limit the GCRTA in the discipline or discharge of employees who may be disciplined or discharged. The GCRTA will not interfere with or limit an employee who wishes to present as a grievance, pursuant to the grievance procedure herein set forth, the question as to whether the discipline or discharge was for just cause. The GCRTA is committed to due process and the timely resolution of discipline investigations.

Section 2. Except in cases in which an employee is charged with a major offense or serious infraction of a GCRTA rule, such as a charge involving, but not limited to, a potential damage or danger to employees, equipment, passengers or other persons, gross insubordination, use or possession of alcohol or drugs and dishonesty, disciplinary action (days off), when appealed, shall not become effective until the grievance has been decided at Step 3 of the Grievance Procedure herein set forth or unless it has been resolved at Step 1 or Step 2 of the procedure.

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.

## ARTICLE 11 - GRIEVANCES

Any employee to whom this Agreement is applicable and who feels aggrieved because he/she has been discharged or suspended by the GCRTA or because of what he/she believes is a misapplication or misconstruction of the terms or intent of this Agreement herein provided for may proceed in the following manner (unless any step is waived in writing by mutual consent), provided that orders of authorized representatives of the GCRTA shall be complied with while carrying out the grievance procedure. As used in this Article, "days" shall mean business days (Monday through Friday Not including Holidays).

Step 1. An employee may present a grievance personally or through a duly appointed grievance representative of the FOP/OLC, Inc. The grievance shall be presented in writing to the Director of Security/Chief of Police or designee within ten (10) days of the event, which is the source of the grievance. Such written grievance shall set forth specifically the alleged acts, act or failure to act giving rise to the grievance as well as the specific provision(s) of this Agreement alleged to have been violated by the GCRTA. The grievant or his/her representative shall be notified of the time and place of a hearing within three (3) days of the date on which the appeal is made. The employee or his/her representative shall be notified of the decision by the Director of Security/Chief of Police within ten (10) days from the date of the hearing.

Step 2. Appeal to the Deputy General Manager shall be made in writing no later than five (5) days after notice of the decision by the Chief of Police/ Director of Security or designee. The Deputy General Manager or designee shall notify the grievant or his/her representative, hold a hearing and issue a written decision within twenty (20) days after the appeal is received.

Step 3. Appeal from the decision of the Deputy General Manager or designee may be made to the Labor and Employee Relations Director or designee within five (5) days of the date upon which notification has been given of the decision of the Deputy General Manager or designee. The Labor and Employee Relations Director or designee shall notify the grievant or his/her representative, hold a hearing and issue a written decision within twenty (20) days after the appeal is received.

Mediation. The Director of Labor and Employee Relations with the FOP/OLC, Inc.'s approval shall have authority to refer any Step 3 grievance to mediation for review and resolution. The mediation shall be convened within 20 business days of the request for mediation. Mediation shall be voluntary on the part of the Authority, the grievant, and the FOP/OLC, Inc., and shall be mediated by the FMCS. If there is any cost for the mediation, it has to be approved by the FOP/OLC, Inc. prior to mediation. The parties further mutually agree that the resolution reached by the parties shall be in writing, and the final and binding resolution of the grievance. If the mediation is unsuccessful, the 3<sup>rd</sup> Step shall be waived and the parties shall be entitled to proceed directly to arbitration in accordance with Article 12. Any party to the mediation (RTA, FOP/OLC, Inc., grievant) may withdraw from the mediation process and return to the grievance process at the 3<sup>rd</sup> Step.

Management's decision at Step 3 of the grievance procedure shall be final and the grievance shall be considered closed unless notice of intent to arbitrate is filed in accordance with the provisions of Article 12.

The time limits specified herein shall be considered work days and shall exclude Saturdays, Sundays and Holidays. Further, all time limits specified in this Article may be extended by mutual written agreement between the FOP/OLC, Inc. and the GCRTA.

## ARTICLE 12 - ARBITRATION

A dispute, claim or grievance arising between GCRTA and any employee or between GCRTA and the FOP/OLC, Inc., which cannot be settled within the prescribed time contained in this Agreement, may be referred by either the GCRTA or the FOP/OLC, Inc. to arbitration.

The party desiring arbitration shall notify the other party in writing of such intent no later than thirty (30) days from the date of the grievance decision by the fourth step hearing officer. The parties may then mutually select an arbitrator. However, if no arbitrator is selected by that method the moving party may request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of arbitrators who are currently available to serve, from which the arbitrator shall be selected. The parties shall, within five (5) days after receipt of such list, determine by lot the order of elimination, and, thereafter, each shall in that order alternately eliminate one name until only one name remains. The remaining person on the list shall be the arbitrator.

The arbitrator shall have no right to alter the current collective bargaining agreement and must take the essence of his/her decision from the collective bargaining agreement. The arbitrator shall have no power to add to, ignore, change, or alter any terms or provisions of this agreement or to inflict a punitive award against the GCRTA. In case of compensatory awards to a grievant, the arbitrator's monetary award cannot exceed the individual's normal earnings, but may include possible overtime and benefit cost to which he/she was otherwise entitled. The arbitrator cannot issue an award retroactive to a date preceding the filing of the written grievance.

Salaries and expenses of the arbitrator shall be borne equally by the parties to the proceeding and any other salaries and expenses shall be paid by the party incurring them. A stenographic record of the proceeding may be made at the request of either party. The requesting party shall pay the original cost of the transcript and the cost of the copy of the transcript for the arbitrator, if the arbitrator desires a copy.

The decision of the arbitrator shall be final and binding. 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.

The time limits specified herein shall be considered work days and shall exclude Saturdays, Sundays and Holidays. Further, all time limits specified in this Article may be extended by mutual written agreement between the FOP and the GCRTA.

## **ARTICLE 13 - COMPLAINTS**

**Section 1.** No employee of the bargaining unit shall be compelled to make a statement, either oral or written, about a complaint until they have been advised of the complaint and the possible disciplinary action to be taken by the GCRTA if the complaint is sustained.

**Section 2.** No complaint or reference thereto shall be placed in a bargaining unit member's personnel file, unless it is a written, signed complaint.

**Section 3.** Unsubstantiated complaints cannot be used for any disciplinary action.

## **ARTICLE 14 - SAFETY AND PROFESSIONALISM COMMITTEE**

**Section 1.** The GCRTA agrees to comply with all applicable local, county, state and federal safety and health rules, regulations and laws.

**Section 2.** It is the desire of the GCRTA and FOP/OLC, Inc. to maintain the highest standards of safety and professionalism in the Transit Police Department. With this intent, the GCRTA and the FOP/OLC, Inc. shall each appoint two (2) members to a Safety and Professionalism Committee. The Committee will meet at least semi-annually and discuss issues that either party wishes to raise relating to the Transit Police Department except grievances currently being processed.

**Section 3.** Meetings shall be scheduled at mutually convenient times, and scheduling flexibility for members of the Committee shall not be unreasonably denied.

**Section 4.** Committee meetings shall be scheduled within ten (10) work days of the request to meet by either the GCRTA or FOP/OLC, Inc.

**Section 5.** Where there is good and sufficient evidence that safety standards are not being complied with, the FOP/OLC, Inc. shall first present its evidence in writing to the Safety and Professionalism Committee for appropriate action and correction. If the Committee fails or is unable to correct the violation, the FOP/OLC, Inc. may submit the matter to the grievance procedure provided herein.

## **ARTICLE 15 - PERSONNEL FILES**

**Section 1.** Personnel files are considered public records as defined in Ohio Revised Code. GCRTA shall maintain an official personnel file for each bargaining unit member, which shall be maintained by the Human Resources Department. Bargaining unit members shall have access to their personnel file and any other records that the GCRTA may be required to make available for inspection and copying pursuant to the Ohio Open Records Act (149.03 O.R.C.)

**Section 2.** Each bargaining unit member shall be permitted, upon written request, to review the contents of his/her personnel file during regular business hours or such time as may be mutually agreed upon.

Bargaining unit members involved in a grievance of disciplinary matters shall have access to their individual personnel file during regular business hours or at such time as may be mutually agreed upon in order to adequately prepare for such grievance or disciplinary matter. Material shall not be removed from or added to the personnel file nor shall its contents be altered in any way during such inspection. Employees are entitled to have a representative with them while reviewing their own file.

Such examination shall be at the location where a personnel file is maintained and shall be conducted in the presence of a representative of the Human Resources Department. If there is any disagreement as to the contents of the personnel file, a bargaining unit employee shall have the right to submit a statement concerning any material in the employee's personnel file and any such statement shall then become a part of the file and remain in the file as long as the disputed material remains a part of the file.

**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.

**Section 4.** When a request is made to review a bargaining unit member's personnel file by a member of the news media or general public, the affected employee will be notified in writing as soon as possible.

## **ARTICLE 16 - POLICIES AND PROCEDURES**

Where not specifically modified by this Agreement, the GCRTA agrees to conform with and follow all policies and procedures set forth in the GCRTA Transit Police operating procedures as revised, the GCRTA Personnel Policies and Procedures Manual as revised and where applicable, the Employee Performance Code and Work Rules and all applicable General Police Orders. In addition, the above-mentioned will serve as a source of disciplinary or corrective action.

The GCRTA agrees to furnish the FOP/OLC, Inc. with any change(s) to these documents prior to the effective date of the change(s).

## **ARTICLE 17 - BULLETIN BOARD**

**Section 1.** The GCRTA shall furnish and maintain for the duration of this Agreement a FOP/OLC, Inc. bulletin board on the GCRTA Police Department premises.

**Section 2.** There shall be no posting of matter, which is determined by the GCRTA to be defamatory to the GCRTA or any of its employees.

**Section 3.** Official bulletins and notices from the GCRTA shall be afforded space and shall be posted on the bulletin board.

**ARTICLE 18 - COPIES OF AGREEMENT**

The GCRTA shall print copies of this Agreement at GCRTA expense and shall provide one (1) copy to each employee covered by this Agreement upon ratification.

## ARTICLE 19 - CONTINUITY OF SERVICE

Section 1. The FOP/OLC, Inc. shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate in, directly or indirectly, any strike, slow down, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing or interference of any kind with any operations of the GCRTA. Furthermore, all lawful orders of superior officers shall, at all times be followed and immediately complied with, subject to grievance appeal.

Section 2. The FOP/OLC, Inc. shall, at all times, cooperate with the GCRTA in continuing operations in the normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1 of this Article. In the event any violation of Section 1 occurs, the FOP/OLC, Inc. shall notify all employees that the strike, job action, concerted "sick" leave, slow down, picketing, work stoppage or other interference of any operations of the GCRTA is prohibited and is not in any way sanctioned, condoned or approved by the FOP/OLC, Inc. Furthermore, the FOP/OLC, Inc. shall advise all employees to return to work or to end such interference at once.

Section 3. The GCRTA shall not lock out employees for the duration of this Agreement.

## ARTICLE 20 - SENIORITY

Section 1. For all employees hired on or after February 1, 1992, seniority for all purposes of this Agreement, except reduction in force or layoff, is defined as an employee's position in ranking with all other employees of the same classification within the bargaining unit. If two (2) or more employees are appointed on the same date in the same classification, seniority ranking shall be determined by test grade for that classification. If grades should be equal, date and time of application shall be the tiebreaker.

Section 2. It is agreed that all employees who entered the bargaining unit prior to February 1, 1992 shall maintain their seniority date(s) as established as of the date of this agreement.

Section 3. For purposes of this Agreement, seniority shall be recognized as time served within this bargaining unit only, except as stated herein. The GCRTA agrees to provide the FOP with a complete departmental seniority list once each calendar year.

Section 4. Employees of GCRTA who transfer into the FOP/OLC bargaining unit will receive the entry rate of pay and progress through the step system as provided. However, if an employee enters the Transit Police Officer classification with five continuous years of prior GCRTA service and the employee suffers a reduction in pay as a result of the transfer, such employee will advance directly to the third year of service rate of pay upon successful completion of the one year probationary period and will continue to progress through the pay scale based on this prior service credit. For purpose of vacation accrual and longevity, and for benefits during the probationary period, transferred employees will receive credit for prior GCRTA service.

## **ARTICLE 21 - SHIFT SELECTION AND DAYS OFF**

**Section 1.** The GCRTA Police Department shall consist of a patrol division and such specialized divisions as are determined necessary by the Director of Security/Chief of Police. Members of the bargaining unit assigned to the patrol division shall pick their choice of working hours by seniority twice each year. All picks shall be posted no fewer than 7 calendar days prior to being held. The number of members assigned to a consecutive eight (8) or ten (10) hour block of work time shall be determined by the Director of Security/Chief of Police. Such specialized units' job criteria shall be made available to any member who expresses a desire to enter into such division. All new hires shall be assigned by the Director of Security/Chief of Police or his/her designee until the next pick. All patrol division schedules will have a minimum of two (2) consecutive fixed days off.

**Section 2.** Starting hours for members of the patrol division shall be as follows, with management discretion to adjust the start times for Sergeants' beginning one-half hour before the start times listed below:

### First Platoon (days)

A Squad - 0500  
B Squad - 0600  
C Squad - 0700  
D Squad - 0800

### Second Platoon (afternoon)

A Squad - 1300  
B Squad - 1400  
C Squad - 1500  
D Squad - 1600

### Third Platoon (nights)

A Squad - 2100  
B Squad - 2200  
C Squad - 2300  
D Squad - 2400

The Director of Security/Chief of Police shall solely determine the number of Patrol Officers, if any, assigned to each squad of each platoon. If a squad or platoon is reduced to zero, the Director of Security/Chief of Police will not assign non-bargaining unit members to that squad or platoon.

**Section 3.** Dispatchers shall pick their shift based on seniority within the classification. RTA may create one picked assignment that has a designated "home" shift but will also be

required to act as a "floater." When the Dispatcher who has picked this assignment is required to work off their home shift and act as a floater, they will be paid an additional \$.55 per hour, except that this premium will not be paid on overtime hours.

Section 4. Both parties recognize the need for continued law enforcement training of employees. Therefore, it is agreed that changes in the above schedules may be necessary in order to accommodate such training. The Director of Security/Chief of Police shall give seven (7) days' prior notice before any scheduled event, provided that this provision shall not be used for discriminatory purposes.

Section 5. The GCRTA reserves the right to make changes in shift schedules in cases of emergencies. Further, the GCRTA has the right to institute a fourth platoon upon seven (7) days notice to the FOP/OLC, Inc. semi-annual shift pick.

Section 6. The Chief of Police/ Director of Security has the right to determine the schedule and working hours of the classification of Security Officer.

## **ARTICLE 22 - OVERTIME ASSIGNMENTS**

**Section 1.** Reasonable overtime may be required of members of the bargaining unit. The distribution of overtime will be fair and equitable and follow departmental procedures. The GCRTA will not make unilateral changes to overtime procedures and will negotiate any changes with the FOP/OLC, Inc.

**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 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 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 or end 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 the 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 4.** When an employee of the bargaining unit is in an off-duty status and is requested to report to work, and so reports, the employee shall be compensated a minimum of four (4) hours, or actual time, whichever is greater.

**Section 5.** Employees shall be permitted to accrue compensatory time up to a maximum of 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.

**Section 6.** Any hours earned as a result of Articles 22 and 33 shall be eligible to be banked as compensatory time at the employee's discretion.

## ARTICLE 23 - HOURS OF WORK

Section 1. The basic and guaranteed work week for all employees shall consist of forty (40) hours per week, whether in five (5) consecutive days of eight (8) hour days or in four ten (10) hour days. Paydays shall be every two (2) weeks whenever possible. If the payday falls on a holiday, all employees shall be paid on the preceding day.

Section 2. With approval of their shift supervisor, employees of the bargaining unit may trade up to nine (9) days per year of scheduled shifts or days off with any member of that bargaining unit, in the same classification.

Section 3. Shift and day off change requests must be made at least seven (7) days prior to the requested scheduled change, except in an emergency.

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 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.

Section 5. The agreement on trading of shifts or days off currently in effect shall remain in effect, subject to the requirements of the Fair Labor Standards Act. Employees who work four-tens may trade by the week only with employees who work five-eights, subject to the approval of their shift supervisor. Trading by the day will be permitted only between employees work the same number of hours per day, that is, either ten hours or eight hours per day.

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 a shift with themselves three (3) times in a quarter.

## ARTICLE 24 - FILL-IN PAY

Section 1. The selection of an employee for a fill in assignment shall be made on an equitable, rotating basis. If there exists an eligibility list for promotion to that classification, the fill in will be made on the basis of the employee's standing on said list. Any employee who declines an offer for a fill in assignment shall be placed at the bottom of the list. No employee shall remain in a fill in status for more than 120 days unless there is mutual agreement to extend between the FOP/OLC, Inc. and the GCRTA. The Authority will make a reasonable effort to limit fill in assignments to no more than 90 days.

Section 2. An employee who is requested by Management to fill in for an employee in a higher classification and performs the work of that higher classification shall be paid at the beginning wage rate of the higher classification for the hours worked in that capacity.

Section 3. An employee who is assigned to fill-in for the position of Lieutenant will receive a five percent (5%) increase over the employee's current hourly rate of pay for each full day of fill-in.

## ARTICLE 25 - TRAINING

Section 1. The GCRTA shall make relevant training available to all employees on a non-discriminatory basis. Time spent in training courses assigned or authorized by the GCRTA shall be paid by the GCRTA.

Section 2. Tuition and supplies for training required by the GCRTA shall be paid by the GCRTA.

Section 3. The GCRTA shall provide transportation or the mileage allowance.

Section 4. The Director of Security/Chief of Police shall institute a 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 Dispatchers 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.

Section 5. Employees who work ten-hour days and are assigned to a day of training will be paid for a full ten hours for each day of training, except when the training is by the week. In the case of employees assigned to a week of training, four-ten employees will revert to a five day eight hour schedule for the week of training only.

Section 6. Training notices for approved training courses will be posted in conspicuous locations at the departmental headquarters so that employees are made aware of them. Employees who desire to attend such training will submit a request for training on the authorized form. Requests for training that are denied will be returned to the employee, stating the reason(s) for said denial.

Section 7. Criteria will be established to determine which employees attend approved training that exceeds the mandatory training required for employees of that classification. Criteria will include, but not be limited to, satisfaction of any prerequisite(s), job relationship, manpower needs, probationary status, job performance (including attendance and discipline history), and training history.

Section 8. Training records will be kept for each employee, which will include at a minimum, the date and nature of training, license/certificate issued, date of completion and final grade, and other relevant information.

## **ARTICLE 26 - REDUCTION IN FORCE AND LAYOFF**

**Section 1.** Reductions in force and layoffs shall result in loss of funding by the GCRTA Board and/or lack of work only.

**Section 2.** Employees shall be ranked by seniority in their current classification, with reductions in force and layoffs being made according to their rank in that classification.

**Section 3.** An employee affected by a reduction in force of a specific classification shall be allowed to displace a less senior employee of the descending classification.

**Section 4.** Any employee who displaces a less senior employee in a lower classification shall be paid at the step rate closest to that employee's previous rate of pay, provided that no increase in base pay results.

**Section 5.** Recall lists in a previous classification shall remain in effect for as long as that employee remains in the employment of the GCRTA Police Department and for a maximum of two (2) years for those laid off as a result of displacement. All recalls shall be made in seniority order, with the most senior recalled first.

**Section 6.** In the event of a layoff or reduction in force, no employee shall be laid off until after all contracted services performing bargaining unit work has been discontinued, all part-time and part-time contracted service employees have been laid off and all probationary employees have been laid off, in the order as stated in this section.

## **ARTICLE 27 - CONTRACTED SECURITY/ PART-TIME EMPLOYEES**

**Section 1.** Contracted security employees shall comply with rules, regulations and supervision of the GCRTA during their contracted hours of work.

**Section 2.** Contracted security employees shall not be assigned outside their geographical jurisdiction.

**Section 3.** Vacancies occurring, for scheduled hours of contracted security, if filled, shall be filled by contracted security, if possible.

**Section 4.** All part-time and part-time contracted employees shall be excluded from the bargaining unit.

**Section 5.** Part-time Sergeants or Supervisors shall not exercise control over full-time employees of the GCRTA Police Department.

**Section 6.** The total number of full-time equivalent contracted security/part-time police officers shall not exceed 35% of the total budgeted number of full-time police officers within the bargaining unit.

**Section 7.** Part-time Officers' duties will include Fare Enforcement and ancillary duties, and Main Office security.

## ARTICLE 28 - PROMOTIONS

Section 1. In the event an employee within a classification covered by this agreement is promoted to a position in the Transit Police Department outside the bargaining unit, the employee will continue to accumulate job classification seniority within the bargaining unit for the duration of the probationary period, up to a maximum of six months. Such employee's job classification seniority will thereafter be frozen. An employee promoted to a non-bargaining unit position in the Transit Police Department may choose to return or be returned during his/her probationary period to the most recently held bargaining unit position. If the employee returns to the bargaining unit he/she will be assigned by management to a shift until the next pick.

If a probationary employee returns to his/her former position of Sergeant and another employee has been promoted to such position, the employee promoted into the Sergeant position will remain in the position so long as there is an immediate promotion of another Sergeant into a non-bargaining unit position. If such promotion does not occur and an acting Lieutenant or Commander is named from the ranks of Sergeant, the newly appointed Sergeant's probationary time shall be frozen and he/she will assume an acting position as Sergeant for no more than 90 calendar days. In the event the employee promoted to the Sergeant position is returned to his/her former position, the employee will be assigned by management to a shift until the next pick. The employee will remain at the top of the Sergeant's eligible list until the next vacancy occurs and, upon return to the Sergeant classification, will be required to complete the remaining portion of his/her frozen probationary period.

Section 2. If an employee promoted to a non-bargaining unit position in the Transit Police Department, after March 1, 1998, seeks to return to the bargaining unit after the probationary period, such employee will be returned to a vacancy in a previously held bargaining unit position on the condition that the employee meets the performance objectives of their current position. In the event there are no vacancies in the Sergeant classification, the employee will be assigned to a vacant Transit Police Officer position and will be placed on the top of the Sergeant's eligible list. If a non-bargaining Transit Police Department Employee seeks to return to the bargaining unit after the probationary period and they do not meet the Performance Objectives of their current position, they will be returned to a vacant Transit Police Officer position. A non-bargaining unit position employee cannot be returned to the bargaining unit if they are in Formal Discipline. Employees seeking to return to the bargaining unit shall have preference over applicants outside the Police Department or the GCRTA in filling vacant positions.

Employees returning to the bargaining unit after completion of their probationary period in a non-bargaining Transit Police Department position shall retain all frozen bargaining unit seniority previously earned for all purposes except vacation and shift selection.

Section 3. In the event the Authority reduces the non-bargaining unit positions within the Transit Police Department the effected employees will be subject to the provisions of the GCRTA's Personnel Policies and Procedures Manual.

## **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 twelve (12) months for Security Officers, Dispatchers and 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, 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 2.** A newly hired probationary employee may be terminated at any time during his/her probationary period and shall have no right to appeal of the termination under this Agreement. The Transit Police Officers who have completed Police Academy Training are entitled to Union representation, including the Grievance and Arbitration procedure, for all matters except discipline and discharge. Furthermore, such employee is entitled to all benefits which are granted to other bargaining unit employees who have completed a six month probationary period.

**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 - EMPLOYEE BENEFITS

### Section 1. Health Care

- A. Effective January 1, 2015 The Authority will continue to provide a level of benefits comparable to those now in effect for the duration of this Agreement.
- B. The healthcare 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 healthcare 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 or as required by law. 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 co-pay: \$100 (Waived if admitted)

Deductibles \$300 Single  
\$600 Family

Co-Insurance 90/10 Max out of pocket  
\$1,000 Single  
\$2,000 Family

Premium contributions 86/14, Employee, Employee + one,  
Employee +two, Family

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 of each year -1% premium reduction.
- 2. taking a Physical Examination for the employee and each applicable dependent prior to December 1 each year (no extensions for completing 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.

Section 2. Sick Benefits

- A. Sick Leave. All bargaining unit employees shall accrue paid sick leave totaling 40 hours per year on the basis of 1.538 hours accrued per payroll period. Unused sick leave may be accumulated up to a maximum of 320 hours. Paid sick leave shall commence with the first scheduled work day, or fraction thereof, lost due to non-occupational illness or injury (i.e., Workers' Compensation benefits do not apply), provided that fractional days of sick leave shall be charged to an individual's account in full hourly increments. In the event sick benefits are payable under the existing Short Term Disability Plan, fractional days of sick leave are to be paid to supplement such sick benefits to the extent required to make up eight 8 hours pay at the employee's regular rate of pay for the compensable work days involved. Any unused accumulation of sick leave shall be cancelled upon termination of employment for any reason except as noted below.

Upon retirement, each employee who has minimum balance of 200 hours will be paid for a portion thereof. The Authority will pay one hour of pay for each four hours of accumulated sick leave in excess of 200 hours up to a maximum of 80 hours of pay.

- 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	1/1/15	\$269.00 per week
Dispatcher	1/1/15	\$274.00 per week
Patrol Officer	1/1/15	\$284.00 per week
Sergeants	1/1/15	\$289.00 per week

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.

- C. Extended Illness or Injury. Employees absent because of illness or injury shall continue to receive benefits, accrue seniority and have their reemployment rights preserved for up to one year following the original date of illness or injury. Provided, however, that the benefits will be

discontinued if/when the employee fails to remit the applicable employee premium contribution.

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>	\$45,000.00
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<u>Non-Police</u>	\$25,000.00
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Section 4. For pensioners, a life insurance policy with a principal amount of One Thousand Dollars (\$1,000.00) shall be maintained for the first two (2) years of retirement and thereafter in the principal amount of Five Hundred Dollars (\$500.00) with premiums being paid by the GCRTA.

Section 5. Pension. The GCRTA and its contributing employees shall participate in the current service pension plan of the State of Ohio known as the Public Employees' Retirement System (PERS).

## **ARTICLE 31 - HOLIDAYS AND PERSONAL DAYS**

**Section 1.** All employees of the bargaining unit, except Security Officers, who have successfully completed their probationary period shall be entitled to ten (10) holiday days off each calendar year. Holiday days must be taken during the calendar year earned, and may be taken individually or grouped with the approval of the Director of Security/Chief of Police. Upon completion of the probationary period, such probationary employees will receive the applicable days on a pro rata basis.

The Security Officer classification will receive holiday pay for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve, Christmas and the employee's birthday. Security Officers will observe the above holidays, with the exception of the employee's birthday, on the same day that the Main Office Building employees observe the holidays.

**Section 2.** Employees who have completed their probationary period shall be eligible for two (2) personal days off each year.

**Section 3.** Employees who work January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day and the employee's birthday shall be paid a holiday allowance of one and one-half (1-1/2) their regular hourly rate for all hours worked.

Security Officer who work Martin Luther King Day, Presidents Day, or Christmas Eve shall be paid their regular hourly rate for all hours worked in addition to their holiday pay.

**Section 4.** Holiday allowances will not be paid to an employee who does not work the last day he/she is scheduled to work preceding the holiday or the same day he/she is scheduled to work following the holiday, or to an employee scheduled to work on a holiday who does not work, except an employee will be excused for non-performance of work if caused by death in his/her immediate family. "Immediate family," for the purpose of this provision, shall mean husband, wife, father, mother, stepfather, stepmother, son, daughter, brother, stepbrother, sister, stepsister, father-in-law or mother-in-law.

**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.

**Section 6.** Holidays (not including personnel days which are addressed in Article 34) not taken by the end of the year in which they fall will be lost except for the following two provisions: (a) holidays not taken as a result of staffing or management requirements shall be compensated at the end of the year at the current rate of pay; (b) employees who elect to set aside up to two (2) holidays, or up to 20 hours, not taken during the current year shall take said holiday(s) during the first ninety (90) days of the upcoming year or thereafter they will be lost.

The "stringing" of multiple holidays taken at the end of the year is prohibited. It is further provided that the following days shall be considered minimum staff days: New Year's Day, Thanksgiving and Christmas Day.

Section 7. When an employee separates from the Authority the holidays provided for in Section 1 shall be prorated based on the percentage of months of service completed during the calendar year of the employee's separation. Employees who have unused holidays will receive payment for that portion of holidays not taken as of the date of separation. Employees who have taken holidays in excess of the prorated portion of holidays shall have the excess holidays deducted from either accrued vacation time or the employee's final pay.

**ARTICLE 32 - VACATION**

**Section 1.** All full-time employees who have completed one (1) year of continuous service with GCRTA will be eligible for a paid vacation. Employees who have not completed one (1) year of continuous service will not be paid a vacation payout upon separation.

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 straight time hours worked by the employee in the previous calendar year. This includes the employees first year of service for those employees' first year anniversary date after January 1, 2015. For the purpose of determining vacation eligibility only, holidays and vacation days shall be considered as days worked.

Provided the employee has worked in excess of one thousand four hundred twenty-four regularly scheduled hours (1,424) in the previous calendar year, his/her vacation shall be as follows:

With one year of continuous service	40 hours
With two years of continuous service	80 hours
With five years of continuous service	120 hours
With thirteen years of continuous service	160 hours
With twenty-one years of continuous service	200 hours
After twenty-five years of continuous service	240 hours

Provided the employee has worked one thousand four hundred twenty-four regularly scheduled hours (1,424) in the previous calendar year, the number of hours of his/her vacation shall be reduced by the following percentage amount:

Equal to or less than 1424 hours and more than 1176 hours	20%
Equal to or less than 1176 hours and more than 944 hours	40%
Equal to or less than 944 hours and more than 712 hours	60%
Equal to or less than 712 hours and more than 480 hours	80%

Employees who have worked less than four hundred eighty (480) regularly scheduled hours in the previous calendar year shall receive no vacation.

Vacation wage shall be paid on a pro rata basis to employees who resign prior to their vacation, provided they give two weeks' notice and the employees who are discharged shall be eligible for a pro rata payment of vacation wage after completion of the grievance procedure.

An employee who dies during any calendar year shall receive for the benefit of his/her surviving spouse or legal representative compensation for a vacation for that year in accordance with the above schedule calculated to his/her date of death in addition to compensation for any unused vacation for the previous calendar year.

Section 2. Time of Vacation. No vacation may be taken before the first anniversary of employment with GCRTA. Vacations shall be selected by the employees of each bargaining unit on an individual unit basis.

Section 3. Vacation Selection. Vacation may be selected yearly by each member of the bargaining unit by the end of November of each year. Vacations shall consist of 52 equally distributed five (5) day vacation periods. If there is a conflict between dates selected by members seniority shall prevail. Any requested changes by a member of the bargaining unit after their initial vacation selection will be at the discretion of management. The specialized units such as the Investigative Services Section shall pick vacations separate from Patrol Services. Vacations shall be granted with the following minimum number of patrol officers being on vacation at the same time per shift:

Day Shift	2 Patrol Officers
Afternoon Shift	2 Patrol Officers
Night Shift	1 Patrol Officer

No more than one sergeant shall be on vacation in a single period, per shift or specialized unit. If there is a conflict between dates selected seniority shall prevail.

With the approval of the Director of Security/Chief of Police, at the time of the yearly vacation selection, the GCRTA will identify those dates, which are available for employees to select for single day increments of vacation. After the yearly vacation selection, employees may request single day increments of vacation as defined in Article 34, use of Earned Time. The Director of Security/Chief of Police will conditionally respond to requests made more than thirty (30) days in advance of the first date sought to be off in the order in which the requests are submitted. The conditional response will be finalized within thirty (30) days of the date requested.

Section 4. Vacation Pay. Vacation days to be paid at the regular rate of pay of that employee based on straight-time hours.

Section 5. Banked Vacation. Employees entitled to three (3) weeks vacation must 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 annual vacation pick are responsible for scheduling all of their vacation time. Any current vacation time not previously picked or denied because of manpower needs and not used or banked by December 31<sup>st</sup> will be lost. However, employees who suffer an on-the-job injury and are unable to take their vacation time will be permitted to bank time up to the 400 hour limit as defined above.

Banked vacation weeks when taken will be paid for at the employee's rate in effect at the time the employee was originally eligible to take such weeks.

In the event of an imminent layoff in any job classification or classifications, employees in such classifications must use their accumulated vacations as directed by management, and the practice of accumulating vacation weeks will be temporarily suspended for such classification or classifications.

Any employee who resigns or is discharged prior to taking accumulated vacation weeks only will receive a cash payment for such weeks based on the employee's rate of pay in effect at the time the employee was originally eligible to take such weeks. Employees who retire may, at their option, take accumulated vacation prior to their retirement date or receive a cash payment for such weeks based on the employee's rate of pay in effect at the time the vacation was earned. In case of death of an employee prior to taking accumulated vacation weeks, a cash payment for such weeks will be based on the employee's rate of pay in effect at the time the employee was originally eligible to take such weeks. Payment will be made to the employee's surviving spouse or legal beneficiary.

## **ARTICLE 33 - ANNUAL CERTIFICATION**

**Section 1.** All bargaining unit employees who hold the classifications of Police Dispatcher, Transit Police Officer, or Transit Police Sergeant are required to maintain a firearms or dispatcher annual certification as a condition of employment.

**Section 2.** All Transit Police Officers and Sergeants must successfully complete a firearm training program approved by the Ohio Peace Officer Training Commission.

**Section 3.** On an annual basis, all Transit Police Officers and Sergeants shall successfully complete a firearm re-qualification program approved by the Ohio Peace Officer training Commission. Proof of successful completion shall be provided to the Chief of Police/ Director of Security.

**Section 4.** On an annual basis, all Police Dispatchers shall successfully complete a Central Station Operators Certification program approved by the Security Industry Association. Proof of successful completion shall be provided to the Chief of Police/ Director of Security.

**Section 5.** The Authority agrees to grant 24 hours of off duty time, annually, to allow bargaining unit employees, who have completed one year of service, to prepare for their certification requirement. The 24 hours shall be taken off with pay and shall not be charged to an employee's 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 24 hours shall not be unreasonably denied.

## **ARTICLE 34 - USE OF EARNED TIME**

**Section 1.** For the purpose of this article, earned time is defined as all holiday hours, personal day hours, vacation hours, and compensatory hours earned by employees of the bargaining unit.

**Section 2.** The use of earned time will not be unreasonably denied, but will be subject to minimum manpower levels set by management.

**Section 3.** Employees may request to use earned time full hourly increments.

**Section 4.** Employees may request earned time by submitting such request no less than 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 or his designee.

**Section 5.** Employees who have at least a half-day block of earned time remaining, but less than a full-day block of earned time remaining shall be permitted to take a full day off using unpaid time. Employees who take unpaid time, pursuant to this section, will not be subject to the Attendance Policy.

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

**Section 7.** Employees may request to have the five (5) day request limit and five (5) day cancellation limit waived due to 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 8.** Personal Days.

- A. Employees may request the use of personal days with a minimum of one (1) hour notice provided that their request does not result in overtime for the Transit Police Department and it is subject to approval by the Chief or his designee.

- B. Employees may also request personal days with advance notice as set forth in Section 4, above. Employees who request personal days in advance must specifically designate the time as such when making the request.
- C. An employee's two personal days are each to be taken in eight (8) hour increments. Employees working a four-ten schedule who elect to take a personal day will be required to supplement the standard eight hours by charging the two additional hours per day to earned time not yet taken.
- D. Personal days not taken by the end of the year in which they fall will be lost. However, personal days not taken as a result of staffing or management requirements shall be compensated at the end of the year at the current rate of pay provided the employee makes good faith attempts to schedule the personal days throughout the course of the year.
- E. The minimum notice requirement set forth in (A) above is subject to Labor/ Management review on an as needed basis.

Section 9. See also Article 10, Section 3, regarding use of earned time while on crisis suspension.

## ARTICLE 35 - UNIFORM ALLOWANCE

Section 1. Transit Police Officers, Sergeants, and Dispatchers shall be required to wear standard uniforms. Specifications for the uniforms, caps, shoes and other equipment shall be determined by the GCRTA. Members of the GCRTA Police Department shall be required to maintain required standard uniforms and issued equipment, such as badges, holsters, etc. Uniforms and equipment shall be inspected by the GCRTA at its discretion. Uniform allowance shall be used to maintain and replace the standard required uniform as necessary.

Section 2. Effective with employee's anniversary dates after January 1, 2015, the GCRTA shall contribute Nine Hundred Dollars (\$900.00) per year as a Uniform Allowance for the purchase and maintenance of uniforms and equipment for police officers and sergeants.

Section 3. Effective with employee's anniversary dates after January 1, 2015, the GCRTA shall contribute Four Hundred and Seventy-Five Dollars (\$475.00) as a uniform allowance per year for the purchase and maintenance of uniforms and equipment for Dispatchers and Security Officers.

Section 4. Effective January 1, 2015, all newly hired police officers, an initial uniform allowance of One Thousand Eight Hundred Dollars (\$1,800.00) 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. Effective January 1, 2015, all newly-hired Dispatchers and Security Officers an initial uniform allowance of Nine Hundred Fifty Dollars (\$950.00) 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 6. The uniforms and/or equipment purchased pursuant to Section 4 and 5 of this Article and through the allowance shall be the property of the GCRTA until the Officer has completed the probationary period and must be turned in to the GCRTA if the Officer leaves the service of the GCRTA before completion of the probationary period.

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 36 - 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, Stepson or Stepdaughter shall be entitled to receive bereavement pay not to exceed three (3) days, based on the employee's current hourly rate, provided the employee was absent for purposes of bereavement and such days of absence were regularly scheduled work days for the employee. The death of a grandparent shall entitle the employee to receive one (1) day bereavement pay.

For purposes of bereavement pay, an employee shall be paid for each bereavement day in accordance with the regular schedule for such day, whether it be an eight (8) or ten (10) hour day.

It is understood that bereavement leave must be completed within ten (10) 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 or any other compensation as provided for in this agreement.

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

## ARTICLE 37 - LONGEVITY

Section 1. Longevity payments shall be made by the GCRTA to employees of the bargaining unit during December of each year based on the following schedule:

For all employees who have completed five (5) years but less than (10) years of continuous service before December 1st.	\$300
For all employees who have completed ten (10) years but less than twenty (20) years of continuous service before December 1st.	\$500
For all employees who have completed twenty (20) years of continuous service or more before December 1 <sup>st</sup> .	\$700

Section 2. The longevity year shall be based upon December 1st and in order to be eligible for a one-hundred percent (100%) longevity payment for any year, the employee must have worked or been paid for at least one thousand nine hundred four (1,904) hours during the longevity year and also be actively employed on December 1st of the payment year.

Section 3. If an employee works or is paid for less than one thousand nine hundred four (1,904) hours in the calendar year and is still actively employed on December 1st of the payment year, the longevity payment shall be pro rated as follows:

1,896 hours	90%
1,704 hours	80%
1,512 hours	70%
1,320 hours	60%
1,128 hours	50%
936 hours or less	0%

Section 4. Any employee who retires and receives a pension, or dies prior to December 1st of the payment year, shall still be eligible to receive a longevity payment for that year based on the pro-rated schedule set forth in Section 3 of this Article.

Section 5. Effective March 1, 2001, the Authority will have the discretion to either suspend or continue the longevity benefit for all new hires.

**ARTICLE 38 - FREE TRANSPORTATION**

Free transportation shall be provided to all full-time employees of the GCRTA, for use only by such employees, on GCRTA revenue vehicles.

## ARTICLE 39 - JURY DUTY

Section 1. Employees who serve upon a jury in any court of record shall be paid their regular rate of pay for each scheduled workday they are required to serve. All employees who serve jury duty shall be assigned to a 5/8 schedule on Monday through Friday on their picked shift for the week(s) that they are assigned to jury duty.

Section 2. Time served on jury duty shall be deemed active and continuous service for all purposes.

Section 3. Employees shall retain any compensation paid them for service as a juror during their off-duty hours. An employee shall be given a receipt for any jury fee turned over to the GCRTA. All jury fee vouchers received for time served during normal working hours shall be endorsed and turned over to the GCRTA.

## **ARTICLE 40 - OCCUPATIONAL DISABILITY**

The Authority is to provide for payment of the amount stated herein, to hourly paid employees injured while on duty, for each regularly scheduled work day after the date of injury which the employee is unable to work, up to and including the seventh (7th) day, provided the employee has reported the injury to the Authority within twenty-four (24) hours after the occurrence, and inability to work has been certified to by an Authority physician. This payment shall be equal to that amount payable under Section 4123.56, Revised Code of the Workers' Compensation law.

## ARTICLE 41 - HAZARDOUS DUTY INJURY

Whenever any employee covered by this Agreement becomes unable to perform his/her regular duties, though no fault of his/her own, by reason of injury inflicted upon him/her and arising out of and in the course of his/her employment with the GCRTA (e.g., but not limited to, while in hot pursuit of suspect, or inflicted by a person resisting arrest, or during apprehension of a suspect), which injury or disability shall be eligible for temporary or total disability payments under Ohio's Workers' compensation law, the employee shall receive their full pay for a period not to exceed twenty-six (26) weeks.

This shall not apply during those times when the employee is engaged in administrative or clerical duties, when an employee is on a meal or rest period or when engaged in personal business. The Director of Security/Chief of Police shall by rule define those administrative and clerical duties, which present situations where the occurrence of an injury does not entitle the employee to this benefit.

## **ARTICLE 42 - BREAKS AND LUNCHES**

The GCRTA shall provide lunches and breaks pursuant to past practice. However, breaks and lunches may not be combined for the purpose of leaving early or taken within 90 minutes of starting or leaving work.

**ARTICLE 43 - PAYMENT TO THE ESTATE UPON DEATH**

When any member of the bargaining unit has earned regular pay, holiday pay and/or vacation pay and dies before receiving same, said amounts due shall be paid to the surviving spouse or legal representative pursuant to the applicable provisions of the Ohio Revised Code.

## **ARTICLE 44 - LIABILITY PROTECTION**

The GCRTA agrees to comply with all provisions of Sections 2744.07 and 2744.08 of the Ohio Revised Code with regard to providing liability protection for those covered by this Agreement when they are acting in good faith within the scope of their duties and in accordance with the rules and regulations governing their employment at the GCRTA.

**ARTICLE 45 - SURETY BOND**

The GCRTA shall pay the fee for any surety bond that is required by the State of Ohio for police employees.

## ARTICLE 46 WAGES

Section 1. The Transit Police Officer classification shall be a grade 4, with the understanding that such grade applies only to the Police Department and has no relationship with any other grade system at GCRTA.

### A. Rates of Pay

Effective March 1, 2014, FOP represented employees would be eligible for a 3% wage increase based on sales tax and passenger fare revenue received by the authority in 2013 as compared to 2012. The 3% increase will be rolled into the base wages. The increase will be in the first pay of December 2014. FOP represented employees will receive a 3% retro payment from March 1, 2014 up to the first pay period of December 2014. FOP represented employees must be actively employed on the day the retro payments are made to be eligible to receive the payment.

March 1, 2015 – Employees may receive from 0% to 3% wage increase. Employees may be subject to plus or minus 30% of each percentage change above or below the percent 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 increases 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, 2016 – Employees may receive from 0% to 3% wage increase. Employees may be subject to plus or minus 30% of each percentage change above or below the percent 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 increases 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.

### Section 2.

The Transit Police Officers shall be paid at the following rates effective March 1, 2014:

First year of service	\$20.10
(If State Certified)	\$21.16
Second year of service	\$25.91
Third year of service	\$27.18
Fourth year of service	\$28.47
Fifth year of service and thereafter	\$29.22

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	109%
Second year of service	112%
Third year of service and thereafter	118%

Section 4.

Dispatchers shall be paid at the rate in effect as of March 1, 2014:

First year of service	\$20.44
Second year of service	\$22.97
Third year of service and thereafter	\$24.28

Section 5.

Security Officers shall be paid at the rate in effect as of March 1, 2014:

First year of service	\$15.32
Second year of service	\$16.18
Third year of service and thereafter	\$17.58

#### **ARTICLE 47 - DURATION**

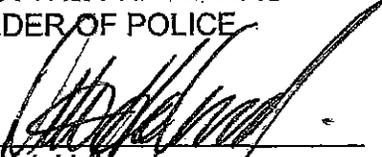
This Agreement shall remain in effect from March 1, 2014 to February 28, 2017, and shall continue in effect from year to year thereafter unless modified by future negotiations and approved by the membership of the bargaining unit and the Board of Trustees of the GCRTA.

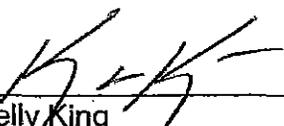
**DECLARATION OF EXECUTION**

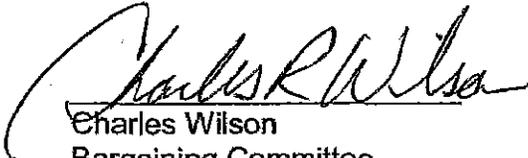
We the undersigned duly empowered and authorized by our respective parties, the Greater Cleveland Regional Transit Authority and the Fraternal Order of Police, Ohio Labor Council, do hereby affix our signatures binding the respective parties to this Agreement and the rights and obligations arising there from.

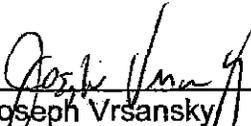
Executed in Cleveland, Cuyahoga County, Ohio, this 17<sup>th</sup> day of November 2014.

FOR THE FRATERNAL  
ORDER OF POLICE

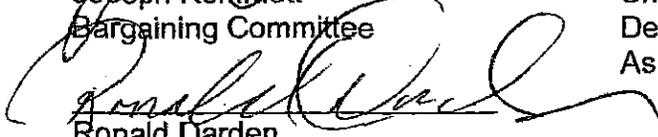
  
\_\_\_\_\_  
Otto J. Holm, Jr.  
FOP/OLC Staff Representative

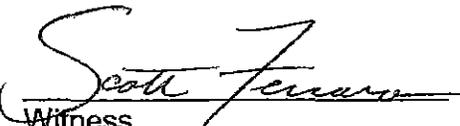
  
\_\_\_\_\_  
Kelly King  
Bargaining Committee

  
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Charles Wilson  
Bargaining Committee

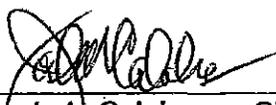
  
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Joseph Vrsansky  
Bargaining Committee

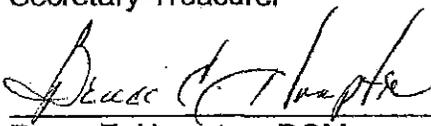
  
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Joseph Kennett  
Bargaining Committee

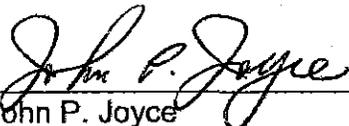
  
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Ronald Darden  
Bargaining Committee

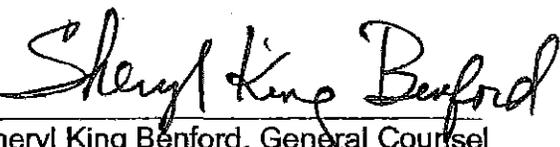
  
\_\_\_\_\_  
Scott Ferraro  
Witness

FOR THE GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY

  
\_\_\_\_\_  
Joseph A. Calabrese, CEO  
General Manager  
Secretary-Treasurer

  
\_\_\_\_\_  
Bruce E. Hampton, DGM  
Human Resources

  
\_\_\_\_\_  
John P. Joyce  
Director of Security/Chief of Police

  
\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager, Legal Affairs  
As to legal form

  
\_\_\_\_\_  
Witness

SAMPLE

GCRTA TRANSIT POLICE  
TRAINING AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Greater Cleveland Regional Transit Authority (hereinafter noted as the GCRTA) and \_\_\_\_\_.

I, \_\_\_\_\_, understand by signing this agreement that I agree to remain and not voluntarily leave the service of GCRTA's Transit Police Department for a period of three years following the date of hire if, during this period, I am physically able to perform the required duties of a Transit Police Officer.

If I fail to abide by this agreement, I understand that I will be required to repay the tuition costs incurred by the GCRTA for the training I received at the Police Academy.

Applicant signature: \_\_\_\_\_

Subscribed and duly sworn before me according to law, by the above named applicant this \_\_\_\_\_ day of \_\_\_\_\_ at Cleveland, County of Cuyahoga, and State of Ohio.

\_\_\_\_\_  
Notary Public

**APPENDIX A**

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

**Promotions**

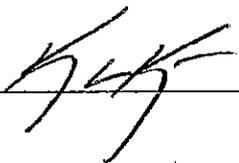
In accordance with Article 28, Promotions, the GCRTA shall provide the FOP/OLC, Inc. the current seniority and final entrance exam lists as they are developed and become available, but no later than 15 work days. In addition, the GCRTA will provide the final promotional list for the rank of Sergeant as it is developed and becomes available, but no later than 15 work days. This provision shall not apply to the non-bargaining positions.

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.

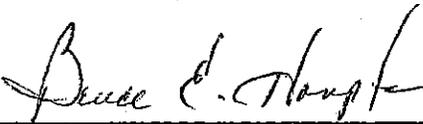
Executed in Cleveland, Cuyahoga County, Ohio this 17<sup>th</sup> day of November 2014.

For the Fraternal Order of Police  
Ohio Labor Council, Inc.

For the Greater Cleveland Regional Transit  
Authority



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## APPENDIX B

Memorandum of Understanding Between  
The Fraternal Order of Police/Ohio Labor Council, Inc.  
And  
The Greater Cleveland Regional Transit Authority

Procedures to Allow a Former FOP Represented Employee of the Transit Police Department to  
Return to the Transit Police Department at the GCRTA

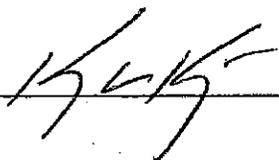
1. A vacant position in the job classification vacated by the former employee must be available.
2. A Transit Police Officer returning to the bargaining unit must comply with O.R.C. 109.77 and all rules promulgated under O.R.C. chapter 109 as it relates to the qualifications for peace officers with the time period specified in the statutes of rules.
3. For consideration, the past employee must have separated their employment with the GCRTA in good standing and must pass a newly conducted background check appropriate for their job classification. All persons returning to the bargaining unit will be subject to medical and psychological examinations. Terminated employees will not qualify to return to employment with the Transit Police or the GCRTA under this policy.
4. The decision to re-employ a former FOP represented employee within the Transit Police Department is the sole discretion of the Chief of Police/ Director of Security.
5. The following provisions apply to a separated employee who reapplies within 180 days of separation and is rehired within one year of separation by the GCRTA in the Transit Police Department:
  - a) The employee will receive full system and departmental seniority rights minus the time separated from the GCRTA.
  - b) In the event an employee returns during the middle of a pick, the Chief of Police/ Director of Security or designee will assign the employee his work hours and days off.
  - c) Management will not require the employee to complete another probationary period. A police officer, however, must complete a minimum of 40 hours of training with a certified Transit Police Field Training Officer (FTO).
  - d) The employee's health care benefits will be restored the first of the month following the date of rehire. Management will restore the employee's sick time balance to the amount the employee had at the time of separation.
  - e) An employee, except that of a Security Officer, who returns in the year he was separated will only be eligible for holiday time based on a prorated amount. The prorated amount will be based on any proration of holiday time that occurred at the time of the employee's separation and the employee's rehire date. Any employee will not be eligible for any additional personal days until the next year. If the employee, except that of a Security Officer, returns during the year following separation, the employee will be eligible for the appropriate prorated amount of holiday time for that year. Any employee will be eligible for that year's personal days.
  - f) The employee will begin accruing vacation time for use for the following year.
  - g) The uniform allowance will be prorated based on the date of an employee's return to the department. If the employee returns during the same year for which he has already received a uniform allowance, the employee must wait until the next year.

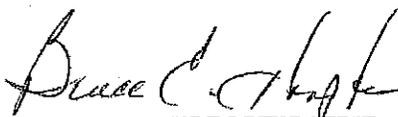
- h) The employee will be eligible for longevity payment if he meets the requirements outlined in the contract.
  - i) The employee will receive the appropriate rate of pay based on the rate of pay the employee was receiving at the time of separation.
6. The following provisions apply to a separated employee who applies on or after 181 days from date of separation and is rehired within one year from the date of separation by the GCRTA in the Transit Police Department:
- a) The employee will receive full system and departmental seniority minus the time separated from the GCRTA.
  - b) In the event an employee returns during the middle of a pick, the Chief of Police/ Director of Security or designee will assign the employee his work hours and days off.
  - c) The employee will serve a six-month probationary period. A police officer, however, must complete a minimum of 80 hours of training with a certified Transit Police Field Training Officer (FTO).
  - d) The employee's health care benefits will be restored the first of the month following the completion of the six-month probationary period. Management will restore the employee's sick time balance to the amount the employee had at the time of separation.
  - e) The employee will be eligible for holidays and personal days in accordance with the contract language after completion of the six-month probationary period.
  - f) The employee will begin accruing vacation time for use for the following year.
  - g) The uniform allowance will be prorated based on the date of an employee's return to the department. If the employee returns during the same year for which he already received a uniform allowance, the employee must wait until the next year.
  - h) The employee will be eligible for longevity payment if he meets the requirements outlined in the contract.
  - i) The employee will receive the appropriate rate of pay based on the rate of pay the employee was receiving at the time of separation.

Executed in Cleveland, Cuyahoga County, Ohio this 17<sup>th</sup> day of November 2014.

For the Fraternal Order of Police  
Ohio Labor Council, Inc.

For the Greater Cleveland  
Regional Transit Authority

  
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## APPENDIX C

Memorandum of Understanding Between  
The Fraternal Order of Police/Ohio Labor Council, Inc.  
And  
The Greater Cleveland Regional Transit Authority

### Donated Time Account

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 decision 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.

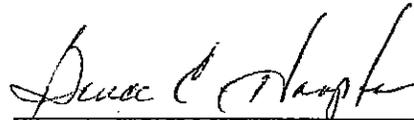
Executed in Cleveland, Cuyahoga County, Ohio this 17<sup>th</sup> day of November 2014.

For the Fraternal Order of Police  
Ohio Labor Council, Inc.



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For the Greater Cleveland  
Regional Transit Authority



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**APPENDIX D**

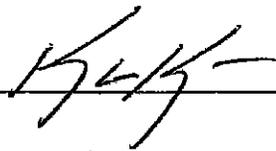
**Memorandum of Understanding Between  
The Fraternal Order of Police/Ohio Labor Council, Inc.  
And  
The Greater Cleveland Regional Transit Authority**

**Patrol Office & Dispatcher Eligible List**

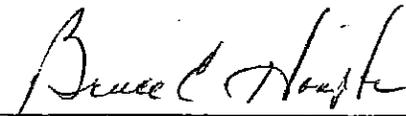
Patrol Officer and Dispatcher eligible lists will have an expiration date of no more than 4 years from the date of creation. Management will make good faith efforts to establish eligible lists for Patrol Officer and Dispatcher if cost effective at the expiration of the current lists. Patrol Officer and 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.

Executed in Cleveland, Cuyahoga County, Ohio this 17<sup>th</sup> day of November 2014.

For the Fraternal Order of Police  
Ohio Labor Council, Inc.

  
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For the Greater Cleveland  
Regional Transit Authority

  
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## APPENDIX E

**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 to all the dogs who are members of the Transit Police Department 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 supersedes 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, 2017.

Executed in Cleveland, Cuyahoga County, Ohio, this 17<sup>th</sup> day of November 2014.

For the Fraternal Order of Police:



A handwritten signature in black ink, appearing to be 'K. B.', written over a horizontal line.

For the Greater Cleveland RTA:



A handwritten signature in black ink, appearing to be 'Bruce C. Hupp', written over a horizontal line.