

**Memorandum of Understanding
Between the
Amalgamated Transit Union, Local 268
And
The Greater Cleveland Regional Transit Authority**

Grade 437 District Seniority When a Former Operator Returns to a Grade 437

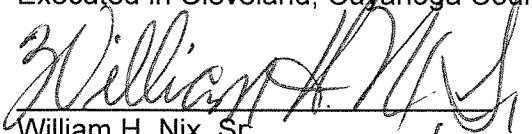
Effective upon execution, this memorandum of understanding will confirm a non-precedent setting agreement to address the district seniority of Laten Caldwell (ID #103950) and a precedent setting agreement of how district seniority would be handled in the future when a former operator returns to the operator classification. The Greater Cleveland Regional Transit Authority (Authority) and the Amalgamated Transit Union (ATU), having met and conferred, agree to the wages, hours and conditions of employment outlined herein. Except as outlined in this agreement, no other terms and conditions shall be effected in the collective bargaining agreement that expires on July 31, 2021.

The Parties agree to the following:

1. On a non-precedent setting basis Laten Caldwell (ID #103950) will be permitted to return to his former operating district with his district seniority fully restored.
2. The above non-precedent setting agreement will not be used for any former operator or any future operator that leaves the Grade 437 job classification.
3. Operators that accept positions outside of the Grade 437 job classification will forfeit their district seniority after sixty (60) calendar days of leaving the position. If an employee applies to return to the Grade 437 job classification with the Employment and Recruitment Department (ERD) within sixty (60) calendar days, ERD would approve the application so long as an opening exists at their current district and the employee remains qualified to perform the Grade 437 job classification. The employee will recapture their full district seniority.
4. The parties agree to capture this district seniority issue and place it in the next negotiated labor contract in the seniority article of Part II.
5. This agreement in part is on a non-precedent setting basis and may not be used for future years, grievances or arbitrations.

The Authority and the ATU acknowledge that they have had ample opportunity to confer and bargain over all negotiable matters affecting wages, hours, and terms and conditions of employment regarding the agreement noted above. This agreement represents a complete and final understanding between the Authority and ATU on all bargaining issues.

Executed in Cleveland, Cuyahoga County, Ohio, this 21 day of January 2021.


William H. Nix, Sr.
Assistant Trustee
Amalgamated Transit Union, Local 268

1-21-2021
Date


Scott Ferraro, SPHR/SHRM-SCP
Sr. Director of Labor & Employee Relations & Compliance
Greater Cleveland Regional Transit Authority

1/21/2021
Date