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Memorandum of Understanding  
Between the  
Amalgamated Transit Union  
&  
The Greater Cleveland Regional Transit Authority

**FULL-TIME EMPLOYEES DEMOTING TO PART-TIME**

Effective upon execution, this memorandum of understanding will confirm the parties understanding of the impact on benefits and seniority when an employee demotes from full-time to part-time. The Greater Cleveland Regional Transit Authority and the Amalgamated Transit Union, 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 between the GCRTA and the ATU effective August 1, 2006 through July 31, 2009.

Employee is Involuntarily Demoted to Part-Time

1. The employee shall have unused sick time balance frozen for up to the earlier of two years from his/her demotion date or his/her return to full-time status.
2. The employee will have unused personal holiday time frozen until the employee returns to full-time status. If the employee does not return to full-time status by July 31, the employee will be paid out for the unused personal days.
3. If the employee returns to full-time, the employee's full-time seniority shall be restored as if the employee never left his/her full-time status.
4. If the employee returns to full-time and the employee was eligible for the longevity benefit, the employee will continue to be eligible for the longevity payment.
5. If the employee returns to full-time, the employee's vacation eligibility for that year would only include hours worked as a full time employee.

Employee Voluntarily Demotes to Part-Time

1. The employee shall lose any unused sick time balance.
2. The employee shall lose any unused personal holiday time.
3. If the employee returns to full-time, the employee shall lose all previous full time seniority credit for the purpose of picking jobs and vacation time.
4. If the employee returns to full-time and the employee was eligible for the longevity benefit, the employee will continue to be eligible for the longevity payment.
5. If the employee returns to full-time, the employee's vacation eligibility for that year would only include hours worked as a full time employee during the year.
6. If the employee returns to full-time, the employee's vacation eligibility will include all full time service minus the time spent as a part-time employee.

The GCRTA 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 impact on benefits and seniority of full-time employees demoting to part-time status. This agreement represents a complete and final understanding between the GCRTA and the ATU on all bargaining issues.

Executed in Cleveland, Cuyahoga County, Ohio, this 22<sup>nd</sup> day of May 2008.

For the Amalgamated Transit Union

Gay J. L. H.

For the Greater Cleveland RTA

Scott Ferraro

## Scott Ferraro - Voluntary demotion from F.T. to P.T.

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**From:** Scott Ferraro  
**To:** William@atu268.org  
**Date:** 11/13/2013 3:23 PM  
**Subject:** Voluntary demotion from F.T. to P.T.  
**CC:** Alan Erenrich; Jacqueline Griffin; Michael York; Monique Good

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Mr. Nix,

This is to confirm our conversation and agreement this afternoon regarding employees that voluntarily request to demote from full-time positions back to a part-time positions. Based on previous issues that arose regarding voluntary demotions of Janice Madden and Laura Polk, **employees that voluntarily demote to part-time will be placed at the bottom of the part-time seniority list.**

I will maintain a copy of this email with the MOU signed May 22, 2008 regarding Full-Time Employees Demoting to Part-Time. Please call me if you have any other questions or concerns regarding this discussion.

Sincerely,

Scott Ferraro

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