

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

Hours of Work – Voluntary Shift Trade

Effective upon execution, this memorandum of understanding will confirm the acceptance of the long-term practice of Grade 6, Service Quality Supervisors, trading shifts. The Greater Cleveland Regional Transit Authority and the Amalgamated Transit Union, having met and conferred, agree to the following procedure as outlined herein.

Employees may voluntarily temporarily trade scheduled shifts off with other employees during a payroll period subject to the following conditions:

1. The immediate supervisor must approve all requests. A voluntary shift trade between two (2) employees must be completed within a pay period.
2. The shift trade request must be submitted in writing to management at least three (3) days prior to the requested schedule change, except for emergency circumstance, but management must still approve the requested shift trade.
3. Employees may voluntary trade shifts up to four (4) times a year.
4. Employees shall not be permitted to work sixteen (16) hour shifts as a result of a voluntary shift trade with another employee.
5. Voluntary shift trades between employees shall in no circumstances create or result in any overtime liability for the GCRTA. Nor, shall the GCRTA incur any liability as a result of trades not completed.
6. For clarification, It is understood that hours worked by Employee "A" for Employee "B" do not count toward overtime, and the hours worked in the second week by Employee "B" to repay Employee "A" do not count toward overtime, if the following conditions are met:
 - The employee's trading shifts are employed by the same agency in the same capacity.
 - The agreement to trade is made solely at the employee's own option.
 - The agreement to trade is made freely and without any coercion on the part of the employing agency.
 - The employing agency agrees to the time-trading agreement.

When these criteria are met, the traded hours worked will be excluded in calculating overtime compensation for that week. Each employee shall be treated as if he or she worked a normal work schedule.

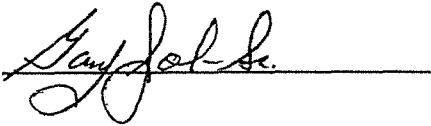
7. The trading of shifts must be done in accordance with the Fair Labor Standards Act and may not violate the Fair Labor Standards Act.

8. The current unauthorized practice of trading shifts and unofficial logging in a hand written book shall be ceased effective July 1, 2004.

The procedures set forth in this memorandum of understanding are not intended to be nor should they be considered contractual commitments of any kind by the Authority. The Authority reserves the right to cancel, rewrite, change, or supplement these rules and procedures at any time.

The GCRTA and the ATU acknowledge that they have had ample opportunity to confer and bargain over the above procedures. This agreement represents a complete and final understanding between the GCRTA and the ATU regarding the voluntary shift trades. This Agreement is made on a non-precedent setting basis and is not subject to any classification other than the Grade 6 Service Quality Supervisors. Executed in Cleveland, Cuyahoga County, Ohio, this 7th day of July 2004.

For the Amalgamated Transit Union



For the Greater Cleveland
Regional Transit Authority

