

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

On-Call Pay for Claims Employees

Effective upon execution, this memorandum of understanding will confirm the acceptance for on call pay and responsibilities procedures for the Grade 6 Claims Examiners. 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 of the Collective Bargaining Agreement between the GCRTA and the ATU effective August 1, 2006 through July 31, 2009 shall be effected by this agreement.

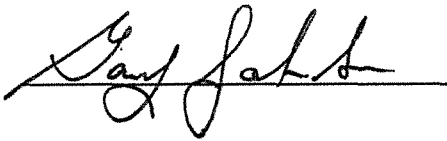
1. The Grade 6 Claims Examiner on call for a specific week will receive two hours of straight time pay as the stipend for the week. Contractual overtime rules will also apply when the Grade 6 Claims Examiners would respond to any work related accident during off work hours.
2. The on call person will be the main contact person when an accident/incident occurs and will be responsible for responding to the accident scene and or the hospital where injured parties are taken for all Level one and Level 2 accidents. The on call person will respond to Level 3 or 4 accidents at the discretion of the Claims Manager or the Director of Risk Management.
3. The on call person will complete their preliminary investigation report of the accident by the next business day for a Level 1 or Level 2 accident. The results will be shared with the post-accident review committee if one is commenced.
4. The on call person will direct the gathering of all claims information. The on call person will have the authority to call out additional claims personnel if needed.
5. The on call person will be subject to the non- revenue substance abuse policy and all other Authority policies when on duty for a call out.
6. The on call person will have to respond to all accidents in accordance with our Revenue Accident Investigation Policy as well as our Non-Revenue Accident Investigation Policy.
7. The on call person must be able to respond to an accident/incident within one hour or a reasonable time frame from receiving notification.
8. The on call person will be provided and is responsible for a company cell phone an accident kit and a digital camera and must keep it with them at all times.
9. The Claims Section will develop a procedure for employees to request and trade on call weeks and or days with each other.
10. This agreement is in an effort to avoid the elimination of grade 6 bargaining unit positions for non-bargaining unit positions.

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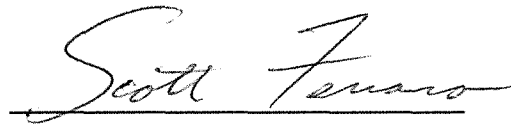
The GCRTA and the ATU acknowledge that they have had ample opportunity to confer and bargain over all negotiable matters affecting wages, hours and, terms and conditions regarding the on call pay and responsibilities for Grade 6 Claims Examiners. This agreement represents a complete and final understanding between the GCRTA and the ATU on all bargaining issues regarding the on call pay and responsibilities for Grade 6 Claims Examiners.

Executed in Cleveland, Cuyahoga County, Ohio, this 16th day of December 2008.

For the Amalgamated Transit Union

A handwritten signature in cursive script, appearing to read "Gay J. L. [unclear]", written over a horizontal line.

For the Greater Cleveland
Regional Transit Authority

A handwritten signature in cursive script, appearing to read "Scott Ferraro", written over a horizontal line.