

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

TEMPORARY ALTERNATIVE PLACEMENT INTO
LABORER 0152 POSITION

Effective upon execution, this memorandum of understanding will confirm the parties' agreement to provide temporary alternative placement opportunities to two specific individuals who are awaiting medical clearance for their safety-sensitive positions. The Greater Cleveland Regional Transit Authority (RTA) 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 on a **non-precedent setting basis**:

1. RTA management will allow Mr. Joseph Sumskis and Mr. I.C. Ealey an opportunity for reinstatement at the RTA in a Grade 0152 Laborer position assigned to Service Management. These two employees would maintain reinstatement rights to their original safety sensitive position for a period not to exceed one year from the signing of this agreement.
2. Mr. Sumskis and Mr. Ealey will need to submit medical information from their doctor to Concentra (RTA's Medical vendor) for their medical review and clearance for the employees to perform the job duties of the Grade 152 Laborer position.
3. If Mr. Sumskis or Mr. Ealey do not return to previously held classification within the one-year period, they will lose

this reinstatement right to the applicable position. Should either employee medically clear later for their original position, the employee will have to compete for a posted vacancy. If the employee was an operator, the employee would not be eligible to regain their district seniority

4. The ATU, Mr. Sumskis and Mr. Ealey understand that GCRTA will assign the employees' location and shift in accordance with the business needs of the Authority.
5. Because each employee listed was at their grade's top step at the onset of the medical issue resulting in their non-clearance, their rate of pay will be the top step rate (Step 6) for the Grade 0152 Laborer Position.
6. The employees agree to contact RTA's Employment and Recruiting Department (ERD) in order to initiate their temporary alternative placement into the Grade 0152 position, and understand their placement into the 0152 Laborer position is subject to all necessary inquiries, processing, forms, and requests from ERD.
7. The Parties agree that this memorandum of understanding is on a non-precedent setting basis and will not be used in any other grievance or arbitration matter.

The RTA 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 this memorandum of understanding. This agreement represents a complete and final understanding between the RTA and ATU on all bargaining issues.

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

Joseph Sumskis

Date

this reinstatement right to the applicable position. Should either employee medically clear later for their original position, the employee will have to compete for a posted vacancy. If the employee was an operator, the employee would not be eligible to regain their district seniority

4. The ATU, Mr. Sumskis and Mr. Ealey understand that GCRTA will assign the employees' location and shift in accordance with the business needs of the Authority.
5. Because each employee listed was at their grade's top step at the onset of the medical issue resulting in their non-clearance, their rate of pay will be the top step rate (Step 6) for the Grade 0152 Laborer Position.
6. The employees agree to contact RTA's Employment and Recruiting Department (ERD) in order to initiate their temporary alternative placement into the Grade 0152 position, and understand their placement into the 0152 Laborer position is subject to all necessary inquiries, processing, forms, and requests from ERD.
7. The Parties agree that this memorandum of understanding is on a non-precedent setting basis and will not be used in any other grievance or arbitration matter.

The RTA 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 this memorandum of understanding. This agreement represents a complete and final understanding between the RTA and ATU on all bargaining issues.

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



Joseph Sumskis

Date

1-8-21

I.C. Ealey

I.C. Ealey

Date

1/06/2021

William H. Nix, Sr.

William H. Nix, Sr.
President/Business Agent
Amalgamated Transit Union,

Local 268

Date

1-8-2021

Scott Ferraro

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

Date

1/8/21