

**Revised Settlement Agreement
Between the
Amalgamated Transit Union, Local 268
And
The Greater Cleveland Regional Transit Authority**

Grievance Regarding
Class Action Extra-Board Work - Grievance #01525
Arbitration Requested

In consideration of the terms set forth in this Settlement Agreement, the Amalgamated Transit Union, Local 268 ("ATU") hereby agrees to withdraw Grievance number 01525 and the arbitration request arising out of the grievance according to the following terms:

The following settlement would be implemented on a non-precedent setting basis:

1. This Settlement Agreement is being entered into by the Union solely for the purpose of resolving the specific issues set forth in Grievance No. 01525.
2. **Revised Extra Board Assignment Procedures**
Dispatchers will fill all unassigned runs for the following day in accordance with the following procedure.

1. Open work and Station Report assignments that are known at 11:00 AM will be assigned in the order of sign-on time to the Regular Extra Board Operators in the order indicated on the rotating Extra Board roster. In the event that two or more assignments are for the same time, the work will be assigned in the following order:
 - (a) Straight Day Runs
 - (b) Split Day Runs
 - (c) Straight Afternoon Runs
 - (d) Split Afternoon Runs
 - (e) Straight Late Runs
 - (f) Split Late Runs
 - (g) Report


Dispatchers may not deviate from this requirement unless an operator would be unable to work an assignment due to rest requirements, or is not qualified for an assignment. The Regular Extra Board roster will be rotated by 3 positions each day. Therefore, an Operators' board position will move whether the Operator is working that day or not.

2. If, after all Regular Extra Board Operators are assigned work for the day, unassigned work remains, Dispatchers shall assign the remaining work in the order of sign-on time to Operators who indicated **at the time of the pick**, that they would like to work on their regular day off. Day-off Operators shall be assigned work in the order indicated on the rotating Extra Board roster, provided that the Operator will have a minimum of 10 hour rest time before and after the extra assignment. In the event that an Operator is bypassed on the list because of the rest requirement, he/she will remain at the same place on the rotating roster. Operators assigned work, who would have been assigned work but asked not to be assigned for the day, and operators on leave will be moved to the bottom of the list for subsequent days.

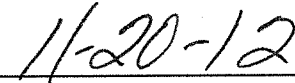
3. If open work still remains after step 2 above, work will be assigned to Operators, who, **after the time of the pick**, indicated that they would accept work on their regular day off. Operators shall be assigned work in the same manner as in step 2 above.
4. Appendix E— Section 1.M of the contract remains in tact.
5. All Operators desiring to perform work referred to in this Article shall file a Request to Work form with the District Superintendent at the time of pick of twenty-four (24) hours prior to **11:00 a.m.** of the day work is to be performed. Operators will be required to fill new Request to Work forms when any district pick occurs. Operators desiring to have their names removed from the list shall give notice in writing to the District Superintendent at least twenty-four (24) hours prior to **11:00 a.m.** of the day that the Operator wishes to cancel said request to work.

Should problems result from permitting day-off Operators to withdraw their request to work their day-off as late as 11:00 AM the day before, the parties agree that the deadline for withdrawing will return to 12:01 AM the day before in accordance with the Collective Bargaining Agreement, Appendix E, Section 1.H (3)

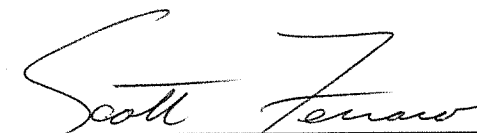
3. The RTA agrees to begin implementation of these agreed upon extraboard procedures with the December 2012 operator pick.
4. The Union agrees to withdraw its grievance and arbitration demand for Grievance No. 01525.
5. This agreement is in full and final settlement resolving all issues arising out of Grievance No. 01525.



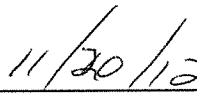
William H. Nix, Sr.
President/Business Agent
Amalgamated Transit Union, Local 268



Date



Scott Ferraro, SPHR
Director Labor & Employee Relations
Greater Cleveland Regional Transit Authority



Date