

MEMORANDUM OF AGREEMENT
BETWEEN
REGIONAL TRANSIT SERVICE, INC.
AND
AMALGAMATED TRANSIT UNION, LOCAL 282

PERB Case No. U23529 – Information Requests

Regional Transit Service, Inc. (hereinafter referred to as "RTS" or the "Company") and the Amalgamated Transit Union, Local 282 (hereinafter the "Union") agree to the following procedures with regard to the sharing of information related to the administration of the contract and the processing of grievances:

1. When an employee is charged with a violation of the attendance policy, the charge letter will be accompanied by the employee's attendance record for the last twelve months or the time frame that is being considered in the charge, whichever is longer. *in accordance with the Clean Record Rule.*

2. When an employee is charged with performance issues related to his or her driving record, i.e., unsafe operation, a copy of the employee's driving record related to the incident or incidents relevant to the charge will be attached to the charge. Under this provision, the employee and the Union will receive either the employee's driving record for the last eighteen months or the employee's driving record for the period covering the incidents considered, whichever is longer. *in accordance with the*

3. When an employee is charged with misconduct related to passenger complaints, the complaints related to those charges ^{shall} be shared with the employee at the charge hearing and copies of the complaints ^{shall} be provided to the Union. Identification of the complainant or other witnesses may be withheld where confidentiality has been assured. *The charge shall include the date, the time,*

4. When the Union requests other appropriate information from the Company in order to represent an employee in the grievance procedure, the request must be in duplicate and in writing and submitted to the Director of Operations. Upon receiving the Union's request, the Director of Operations will initial the request and date it. If the Director of Operations is unavailable, the request for information may be submitted to the Vice President of Operations, who will initial the request and date it. A copy of the initialed and dated request will be provided to the union official making the request. The Company will respond to the request in a timely manner and sufficiently in advance of the next grievance hearing date; however, this will depend on the timing of the Union's request and the nature and amount of information requested. The Company will respond to all information requests within ten (10) business days (Monday through Friday, excluding holidays) days of receipt. Such a response will include whether the

*Clean
Record
Rule*

*route,
as well
as the
substance
of the
complaint*

information is appropriate and available, and how long it will take the Company to provide the information requested. Where practical, the initial response will include the information that was requested.

5. If the Company is not providing the information requested, it will notify the Union of this fact and provide an explanation in writing.

6. The Union must submit a written request in duplicate to review a unit member's personnel file to the Human Resources Department. Upon receiving the Union's request, the Human Resources Department will initial the request and date it. A copy of the initialed and dated request will be provided to the union official making the request. If such request is for medical records or other confidential information, the request shall include a release from the unit member. The Human Resources Department will then schedule a time within 10 business days (Monday through Friday, excluding holidays) when the union official may review the personnel file in the Human Resources Office. Employees may review their personnel files at any time, after making prior arrangements with the Human Resources Department. Union officials may accompany individuals to the review of their personnel files. *If the Union wants copies of items in the personnel file, they shall mark the*

7. The Union, in light of the agreements and representations contained herein, agrees to withdraw Improper Practice Charge No. U23529 with prejudice.

8. It is hereby acknowledged and agreed by the parties that, with respect to information and/or circumstances not specifically addressed by this agreement, the agreement does not constitute a waiver by the Union of its entitlement to such other information necessary for negotiations, administration of the contract, or the processing of any grievance.

items to be copied and an HR-cc will mark those copies.

Date: 1/31/03

REGIONAL TRANSIT SERVICE, INC.
By: Paul M. DeLaher

Date: 1/31/03

ATU, LOCAL 282
By: Joseph P. Ples
By: Theresa J. Richardson