

SETTLEMENT AGREEMENT

BETWEEN

REGIONAL TRANSIT SERVICE, INC. (“RTS” or “COMPANY”)

AND

AMALGAMATED TRANSIT UNION, LOCAL 282 (“UNION”)

In settlement of PERB Case No. U-35321, the parties agree as follows:

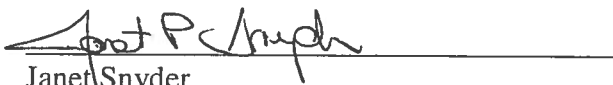
1. Subject to the conditions set forth herein, RTS will take the following actions:
 - a. Within sixty (60) calendar days after the date of this Agreement, the Company will make one refrigerator available in the maintenance hallway, and one refrigerator available in the service building, for use by maintenance department employees to store food brought from home. (*Action Item 1.*) Should these two refrigerators not provide sufficient food storage space for maintenance department employees, RTS will make up to two (2) additional refrigerators available for use by maintenance department employees to store food brought from home.
 - b. Within sixty (60) calendar days after the date of this Agreement, the Company will supply three (3) coffee vending machines, one to be placed in the maintenance hallway, one to be placed in the employee breakroom, and one to be placed in the service building; coffee will remain free of charge. (*Action Item 2.*) The Company and the Union will form an evaluation committee as soon as reasonably possible, but no later than sixty (60) calendar days after the date of this Agreement. (*Action Item 3.*) The evaluation committee will be made up of two (2) RTS representatives and two (2) Union representatives and will be created for the purpose of sampling coffee options offered by the Company’s current coffee vendor. The goal of the evaluation committee is for the Union to provide RTS with feedback on the current coffee vendor’s coffee product offerings and, if possible, reach consensus on a coffee product offered by the current coffee vendor for use in the coffee vending machines. If no consensus on the coffee product is reached by the evaluation committee, RTS reserves the right to select a coffee product after receiving feedback from the evaluation committee. Moreover, if no consensus on the coffee product is reached by the evaluation committee, the evaluation committee may opt to meet with other potential vendors to sample coffee offerings after the existing contract with the current coffee vendor expires and RGRTA issues a Request for Proposal for vending services.
 - c. Within sixty (60) calendar days after the date of this Agreement, the Company will add microwave ovens to those that currently exist in the employee

breakroom as necessary to ensure there are sufficient microwave ovens for employee use. (*Action Item 4.*)

- d. The Company may, in its discretion, establish kitchenettes in the maintenance department that may contain Company-purchased appliances for employee use.
2. Effective 60 days after Action Items 1, 2, 3 and 4 set forth in sub-paragraphs a, b and c of paragraph 1 above are accomplished, all personal appliances (e.g., coffee machines, cooking appliances, refrigerators) will be prohibited in all areas of the maintenance department. This prohibition shall not apply to Company-provided appliances covered by paragraph 1 above. In the event that this prohibition is not enforced throughout the entire Maintenance Department, the prohibition shall not be applicable to ATU bargaining unit employees until such time as the prohibition is enforced throughout the entire maintenance department.
3. Any drinking cups used by maintenance employees outside of the employee breakroom must at all times have a secure lid in place.
4. The Union hereby withdraws the Charge filed in PERB Case No. U-35321 with prejudice. The Union will file and submit any and all necessary documents required to ensure that PERB closes Case No. U-35321.
5. By executing this Agreement, neither RTS nor the Union makes any admissions of improper conduct.

6/1/17

Date



Janet Snyder
Labor Relations Director
Regional Transit Service, Inc.

6/1/17

Date



Jacques Chapman
President/Business Agent
Amalgamated Transit Union, Local 282