

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between Regional Transit Service, Inc. ("RTS") and the Amalgamated Transit Union, Local 282 ("Union").

WHEREAS the parties seek to settle and close the following grievances: 132-19, 123-20, 6-20 and 117-20 (collectively referred to herein as "the Grievances"), and

WHEREAS the arbitration hearing related to Grievance 132-19 is scheduled for January 5, 2021,

Now, therefore, in consideration of the foregoing, RTS and the Union enter into the following Agreement:

1. **Payment.** RTS will pay the following individuals the following amounts in full and complete settlement of the Grievances (these payments represent the difference between each employee's training rate and the contractual Bus Washer rate for a specific period of time):

- Grievance 132-19: Joshua Brown, a total of \$371.09.
- Grievance 123-20: Wayne Hart, a total of \$867.82.
- Grievance 6-20: Kenneth Batiste, a total of \$116.00; Juan Leon-Arzola, a total of \$232.00; Bayardo Mendoza, a total of \$116.00; and Marcus Rounseville, a total of \$116.00.
- Grievance 117-20: Mikail Kelbas, a total of \$1,673.49

These payments will be made by RTS within thirty (30) calendar days after both parties have executed this Agreement. These payments shall be designated as wages reportable on IRS Form W-2. Appropriate deductions (including federal, state, and any local taxes) will be deducted from each payment listed above.

RTS and the Union agree that no other individual is entitled to payment or retroactive benefits of any kind as a result of this Agreement, and that there are currently no pending grievances that raise the same issues raised by the Grievances that are being settled by this Agreement.

2. **Seniority Date Adjustments.**

- (a) The RTS personnel records related to any current RTS employee who was originally hired by RTS as Bus Washer Trainee and whose current Company seniority date is set to a date other than that employee's initial Bus Washer Trainee hire date will be modified so that each such employee's Company seniority date is the same day as the employee's initial Bus Washer Trainee hire date. These adjusted Company seniority dates will be used for all relevant purposes after the effective date of this Agreement including, but not limited to,

for purposes of Article 57 of the collective bargaining agreement. Once the Company seniority date adjustments are complete, RTS will provide the Union with a list of the employees impacted by these adjustments, and their updated Company seniority dates.

- (b) The date of hire of Bus Washers hired after the effective date of this Agreement will be their Company seniority date for all relevant purposes including, but not limited to, for purposes of Article 57 of the Collective Bargaining Agreement. Bus Washers will no longer be hired into a "Bus Washer Trainee" job category.
- (c) No current or former employee, other than those current employees specifically listed in paragraph 1 above, is entitled to any pay or retroactive benefits of any kind, type or nature as a result of this Agreement.

3. **Withdrawal of the Grievances with Prejudice.** The Union hereby withdraws Grievances 132-19, 123-20, 6-20 and 117-20 with prejudice. The parties agree that a fully executed copy of this Settlement Agreement is proof that all of the Grievances have been withdrawn with prejudice.

4. **No Admissions.** This Settlement Agreement is not an admission of wrongdoing or violation of any agreement by RTS or the Union.

5. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the parties on the subject matter described in this Settlement Agreement.

6. **Arbitrator Fee.** RTS and the Union shall each pay one-half of any cancellation fee charged for the arbitration hearing that was scheduled for January 5, 2021 in Grievance 132-19.



Amalgamated Transit Union, Local 282



Regional Transit Service, Inc.

Date

1/4/21

Date

1/4/21