

MEMORANDUM OF AGREEMENT
BETWEEN
REGIONAL TRANSIT SERVICE, INC. (“COMPANY”)
AND
AMALGAMATED TRANSIT UNION, LOCAL 282 (“UNION”)

The parties agree as follows:

1. Notwithstanding any language to the contrary in the parties’ Collective Bargaining Agreement, or in any other agreement, the Company may administer an examination to employees as a condition of being provided with a job trial or qualification period for a Technician I, Technician II or Tire Technician position in the Maintenance Department pursuant to the terms of this Agreement. The examination is referred to in this Agreement as a “pre-trial examination.”

2. The pre-trial examination for the Technician I position will include fifty (50) questions. A passing grade of 65% is required in order for an employee to be eligible for a trial period. The Union President or designee can validate test scores if there is a grievance filed regarding scoring.

3. The pre-trial examination for the Technician II position will include fifty (50) questions. A passing grade of 65% is required in order for an employee to be eligible for a trial period. The Union President or designee can validate test scores if there is a grievance filed regarding scoring.

4. The pre-trial examination for the Tire Technician position will include twenty-five (25) questions. A passing grade of 65% is required in order for an employee to be eligible for a trial period. The Union President or designee can validate test scores if there is a grievance filed regarding scoring.

5. Pre-trial examinations for the Technician I, Technician II and Tire Technician positions will be conducted twice per year: in January, on or before January 15; and in July, on or before July 15. As an exception to the above for 2016 only, the pre-trial examination for the Technician I, Technician II and Tire Technician positions will be conducted in August 2016 instead of July 2016.

6. The Company will develop and make available to bargaining unit employees three (3) study guides relating to the Technician I, Technician II and Tire Technician positions (one study guide for each position). Should any of the study guides referenced above change in the future, the revised study guide will be made available to bargaining unit employees at least two (2) weeks prior to any pre-trial examination date. The Union will be provided with a copy of the study guides, and any future revisions to any study guide. The Company will consider any

Union input with respect to the study guides; however, the content of the study guides and the content of the pre-trial examinations are not subject to negotiation.

7. The Company will develop and make available to bargaining unit employees three (3) sample pre-trial examination documents in order to assist unit employees in preparing for pre-trial examinations (one sample for the Technician I pre-trial examination, one sample for the Technician II pre-trial examination, and one sample for the Tire Technician pre-trial examination). The pre-trial examinations administered to employees pursuant to this Agreement will contain questions that relate to the same general subjects, and the same sections of the applicable study guide, that are covered by the applicable sample pre-trial examination. For example, pre-trial examinations for the Technician I position will contain questions that relate to the same general subjects, and the same sections of the Technician I study guide, that are covered on the sample pre-trial examination for the Technician I position. Should any of the sample pre-trial examinations referenced above change in the future, the revised sample pre-trial examination will be made available to bargaining unit employees at least two (2) weeks prior to any pre-trial examination date. The Union will be provided with a copy of the sample pre-trial examinations, and any future revisions to any sample pre-trial examination.

8. The Union will be permitted, upon request, to review the pre-trial examinations administered to employees under this Agreement, after those examinations have been administered to employees, in order to evaluate whether the questions on the pre-trial examination relate to the same general subjects, and the same sections of the applicable study guide, that are covered by the applicable sample pre-trial examination. The Union will not be provided with copies of pre-trial examinations. If the Union believes that questions on a pre-trial examination administered to employees pursuant to this Agreement do not relate to the same general subjects and the same sections of the applicable study guide that are covered by the applicable sample pre-trial examination, the Union may grieve this issue pursuant to the procedure contained in the Collective Bargaining Agreement. Notwithstanding any other language contained in this Agreement, the Company reserves the right to change the content and questions contained in all pre-trial examinations administered pursuant to this Agreement.

9. An employee who passes the pre-trial examination for the Technician I, Technician II and/or the Tire Technician position shall maintain that passing grade for one (1) calendar year after the date of the examination.

10. The parties agree that nothing in this Agreement, or in any other agreement, impairs the Company's right to administer tests and examinations to employees as part of the job trial and qualification process. Also, nothing in this Agreement shall limit the Union's right to grieve a determination under Section 55(A) or (I) that an employee is not qualified.

11. No employee who holds a Technician I or Technician II position at the time he or she bids on a position shall be required to take a pre-trial examination under this Agreement in order to be eligible for a trial period for that position.

12. The parties agree that the provisions of this Agreement replace and make ineffective paragraphs "1" through "10" of the Memorandum of Agreement executed by the parties on October 2, 2014.

13. The parties agree that this Agreement resolves and settles, and the Union hereby withdraws with prejudice, grievance 13-15 and the associated arbitration demand related to this grievance. The parties agree that an executed copy of this Agreement is sufficient proof that grievance 13-15 (and the associated arbitration demand) has been withdrawn by the Union with prejudice.

7/19/16
Date

7/19/16
Date

[Signature]
Regional Transit Service, Inc.

[Signature]
Amalgamated Transit Union, Local 282