

**MEMORANDUM OF AGREEMENT
BETWEEN
REGIONAL TRANSIT SERVICE, INC. ("RTS")
AND
AMALGAMATED TRANSIT UNION, LOCAL 282 ("ATU")
AND
COLLEEN WELCH-CHRIST ("MS. WELCH-CHRIST")**

WHEREAS Ms. Welch-Christ filed Grievance 111-15, which was scheduled for arbitration on October 28, 2016 (referred to herein as the "arbitration matter"); and

WHEREAS the parties have agreed to settle and resolve Grievance 111-15 and the arbitration matter on the terms set forth below;

THE PARTIES AGREE AS FOLLOWS:

1. The parties acknowledge and agree that RTS has and maintains its management right to assign employees in the Customer Service Department to work hours (which means, for purposes of this agreement, shift starting and ending times) as it determines necessary to ensure operational needs are satisfied when there is a vacancy in the Customer Service Department. For purposes of this Agreement, a "vacancy" means a vacant Customer Service Department position caused by resignation, retirement, termination of employment, an employee transferring to a different position and/or a long term medical leave (i.e., a medical leave of more than two weeks in duration). An employee absence from work is not considered a "vacancy" unless that absence meets the definition of "vacancy" set forth in this paragraph.

2. Prior to assigning an employee in the Customer Service Department to a change in work hours, the following process will be followed: (a) RTS will notify the ATU and the Customer Service Department employees in the impacted title of the planned change in work hours at least 14 calendar days prior to the effective date of the change; (b) after this notification, but prior to the effective date of the change in work hours, RTS will distribute a list of the shift work hour assignments that will be in place for those in the impacted title on the effective date of the change in work hours – employees who hold that title will choose an available shift work hour assignment in seniority order and the least senior employee in the title will be left with the last available shift work hour assignment; (c) if any employee(s) in the impacted title is for any reason unavailable or unwilling to select from the available shift work hour assignments when it is their turn to choose, the ATU will choose an available shift work hour assignment for the employee and such selection shall not delay the effective date of the change in work hours.

3. The process outlined in paragraph "2" above will also be used in circumstances where RTS adds an additional position to any existing shift work hour assignments for an impacted title and in other situations in which RTS determines shift work hour assignments will be changed due to operational need.

4. Prior to posting a vacant bargaining unit position in the Customer Service Department for purposes of hiring, RTS will provide ATU with notice and a copy of the posting at least two (2) calendar days prior to the day the posting is made available to bargaining unit

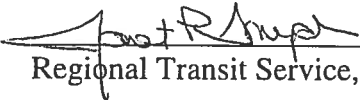
employees. If a vacant position is to be posted, the process above in this agreement for changing work hours due to a vacancy may occur prior to the vacant position being posted.

5. RTS will pay Colleen Welch-Christ for twenty-five (25) hours at her current overtime rate (i.e., one and one-half times her base rate of \$14.61). This payment will be considered W-2 wages, and taxes and other required deductions will be subtracted from this payment. This settlement payment shall not create a precedent or past practice, and will not be used as evidence in any future dispute, matter or proceeding.

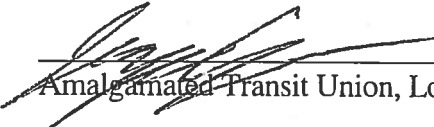
6. The ATU and Colleen Welch-Christ hereby withdraw Grievance 111-15 and the related arbitration matter with prejudice.

7. The parties agree that by entering into this Agreement, none of them admit to any violation to the Collective Bargaining Agreement or any other agreement, and this Agreement will not be considered as an admission of any kind by any party.

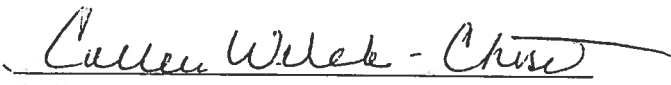
8. RTS and the ATU will equally share the cost of any arbitration cancellation fee charged for the hearing that was scheduled on October 28, 2016.


Regional Transit Service, Inc.

10/28/16
Date


Amalgamated Transit Union, Local 282

10/28/16
Date


Colleen Welch-Christ

10/28/16
Date