

Agreement

Between

RTS Ontario

And

Amalgamated Transit Union

Local 282

Rochester, New York

Effective November 3, 2022 – July 31, 2025

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AGREEMENT
Between
COUNTY AREA TRANSIT INC. (RTS ONTARIO)
And
AMALGAMATED TRANSIT UNION
LOCAL 282
ROCHESTER, NEW YORK
EFFECTIVE November 3, 2023

PREAMBLE

This Agreement made and entered into between County Area Transit System Inc. (herein called “Employer” or “Company”) and the Amalgamated Transit Union, Local 282 (herein called “Union”).

1. CONFORMITY TO LAW CLAUSE

This Agreement and its component provisions are subordinate to any present or future federal or New York laws and regulations. If any federal or New York law or regulation, or final decision of any federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulations, or decisions, but otherwise this Agreement will not be affected.

2. MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, Employer retains all rights, functions and prerogatives of management to manage its business and to exercise all normally accepted management prerogatives in the conduct of its business and in the interest of safe and efficient public service, including but not limited to the sole and exclusive right to: direct, designate, schedule and assign duties to the work force; discipline or discharge for just cause; lay off for lack of work; require a reasonable standard of performance and maintenance of order and efficiency; and carry out the ordinary and customary functions of management whether or not exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights powers, discretion, authority, and prerogatives possessed by the Employer prior to the execution of this Agreement whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

3. RECOGNITION OF UNION

The Employer hereby recognizes the Union as the sole and exclusive representative of employees employed by the Employer in a bargaining unit that includes the following titles: Bus Driver, Van Driver, Transportation Specialist, Fueler/Washer, Senior Technician, Technician A and Technician B . (The foregoing covered employees in the bargaining unit shall be referred to in the contract as “employees.”)

All other employees of the Employer and all other job titles are excluded from the bargaining unit.

4. TREATMENT WITH THE UNION

A. The Employer agrees to meet, discuss and deal with the properly accredited officers of the Union on all grievances, terms and conditions of employment, working conditions, health and safety, rates of pay, and all other issues that are mandatory and/or permissible subjects of negotiations as defined by the New York State Public Employment Relations Board. The Employer and the Union will meet at the Employer’s place of business, or other mutually agreed upon location, Monday through Friday, at times by mutual consent, excluding holidays.

- B. The Employer will make available to the designated Union Representative and the Union office via fax all Employer notices and all other pertinent information prior to posting and/or making the information available to the bargaining unit employees.
- C. The Employer will allow placement of a Union Bulletin Board (provided by the Union) in the Drivers' room.

5. NO STRIKES AND NO LOCKOUTS

The parties agree that during the term of this Agreement, there shall be no lockout on the part of the Employer, and the Union agrees that there shall be no strikes, walkouts, stoppages, sick-outs or slowdown of work.

6. GRIEVANCES

A. Definition of Grievance

1. A grievance is defined as:

Any controversy between the Employer and the Union as to any matter involving the interpretation or application of the terms of this Agreement or any controversy between the Employer and the Union arising out of the terms of this Agreement, or any controversy that may include and involve past practices, work rules or additional agreements (unless those additional agreements state that they are not subject to the grievance and/or arbitration procedure).

2. The Company and the Union agree that the definition of past practice is as follows:

In the absence of written past agreement, a past practice, to be binding, must be unequivocal, clearly understood, and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. The parties agree that there are no past practices prior to August 1, 2014.

B. Grievance Procedure

1. At all times during the grievance procedure, the employee shall be entitled to have a Union representative appear with him or her.
2. A grievance shall be submitted in writing citing the contract clause, agreement or work rule which has allegedly been violated within fourteen (14) calendar days from when the employee becomes aware of the alleged violation. This grievance must be signed for by the Employer official in charge and a copy returned to the grievant and the Union.
3. The immediate supervisor shall give his/her written answer to the grievance within fourteen (14) calendar days from the receipt of the grievance. Upon receipt of a written grievance, the Employer may, in its sole discretion, settle the grievance immediately.
4. If the grievance is denied, the grievant has fourteen (14) calendar days to request a hearing in person. A hearing will be scheduled by the Employer and the Union within thirty (30) calendar days of the employee's request for a hearing. The Employer will issue a written decision within fourteen (14) days following the hearing. A hearing date, once set, will only be changed in the case of an emergency or by mutual agreement.
5. If the grievance is denied, the grievant has fourteen (14) calendar days to request a hearing in person with the Labor Relations Director (or designee). A hearing will be scheduled by the Employer and the Union within thirty (30) calendar days of the employee's request for a hearing. A hearing date, once set, will only be changed in case of an emergency or by mutual agreement.
6. The Labor Relations Director (or designee) shall give his/her decision, in writing, no more than fourteen (14) calendar days after the hearing. The answer shall be final and binding on the employee, the Union and the Employer unless it is timely appealed to arbitration.

7. If the grievance has not been satisfactorily resolved, the grievant may go to arbitration under Article 9 and must appeal the matter to arbitration pursuant to Article 9 below within forty (40) calendar days.
8. All decisions must be in writing and copies of all decisions must be sent to the Union Office, to at least one Union Representative and to the Grievant.
9. Failure to be timely by either party advances the grievance to the next step in the procedure; however, initial grievances and notices of intent to arbitrate must be filed within the specified time frames to be valid.
10. All rights to a grievance filed by the Union or a bargaining unit employee belong to the Union.

7. DISCIPLINE/DISCHARGE

- A. All charges must be filed within (14) calendar days from the date that the Employer was aware of the cause that precipitated the charges. This charge must be given in writing to the employee. Notwithstanding the above time limit, if an employee is on leave, on PTO or is otherwise unavailable to receive charges during this 14-day period, the employee may be provided with the charges on the first day he or she returns to work. Said employee shall be entitled, if he or she desires, to have a Union representative appear with him or her at any time including the reading of the charges.
- B. A hearing must be scheduled within fourteen (14) calendar days of the date when the employee is made aware of the charges, to be held by the designated management designee. The hearing officer must give a decision, in writing, within fourteen (14) calendar days of the hearing.
- C. The employee may file an appeal to the decision of the first level hearing officer to the Labor Relations Director. This appeal must be filed within fourteen (14) calendar days of receiving the first level decision.
- D. The second level hearing officer must give a decision, in writing, within fourteen (14) calendar days of the hearing. The second level hearing officer's decision shall be final and binding on the employee, the Union, and the Employer unless it is timely appealed to arbitration (i.e., within 40 days) as set forth in Article 9 below.
- E. All decisions must be in writing and copies of all decisions must be sent to the Union Office, to at least one Union representative and to the employee.
- F. In the record kept by the Employer for the violation of rules, or when an employee answers a charge before an official in charge, the statement that the employee makes in her or her defense shall be made part of the employee's permanent record.
- G. Failure to be timely by either party advances an appeal to the next step in the procedure; however, initial appeals and notices of intent to arbitrate must be filed within the specific time frames to be valid.
- H. Disciplinary action may be imposed before the internal appeal and/or arbitration process has been resolved.
- I. An employee will be taken out of service (i.e. not allowed to work without a hearing with a supervisor) only in the following instances:
 1. Acts which represent a danger to the general public or to co-workers/customers;
 2. Suspected mishandling of Company property;
 3. Gross Negligence;
 4. Insubordination;
- J. In regards to alleged harassment or discriminatory behavior by an employee, that employee will be taken out of service only after the individual who was alleged to have been harassed or discriminated against has been interviewed by management and only after the accused employee has had a hearing/investigatory interview with management.

8. CLEAN RECORD RULE

Any employee who has not had a preventable accident within twenty-four (24) months shall be considered to have a clean accident record. Consecutive absences of longer than thirty (30) days do not count toward the calculation of clean record time.

9. ARBITRATION

- A. The arbitration section of this Agreement shall apply only to matters of grievance and discipline of employees. Any matter of grievance, including dismissal or discharge, which cannot be satisfactorily settled between the parties, shall be submitted to an arbitrator, set up with the procedures hereinafter described and subject to the time limits and required procedures for arbitration discussed in this Agreement.
- B. A grievance or discipline appeal that remains unresolved may be timely appealed to arbitration, as set forth in Articles 6 and 7, by the party seeking arbitration submitting a Request for Arbitration Panel to the Federal Mediation and Conciliation Service (“FMCS”) (Form R-43) and by serving a copy of the FMCS Request for Arbitration Panel on the other party by fax. FMCS shall provide a panel of seven (7) neutral arbitrators, accompanied by a biographical sketch of each and shall be selected from the Upstate New York Regional Arbitration Pool. The selection of a single arbitrator from the panel to hear and decide the dispute shall be administered pursuant to FMCS Policies and Procedures for Arbitration Services, effective July 2, 2010, Subpart C, Sections 1404.11 and 1404.12, and selected pursuant to Sections 1404.12 (c)(3) and 1404.12(d). (Each party shall advise the FMCS Office of Arbitration Services (“OAS”) of its order of preference by numbering each name on the panel and submitting the numbered list in writing to OAS).
- C. All fees and expenses of the arbitrator and costs of the hearing room shall be borne equally by the Employer and the Union. All other expenses of each of the parties shall be borne by the party incurring them, and neither party shall be responsible for expenses of witnesses or participants called by the other.
- D. The function of the arbitrator will be expressly limited to the adjudication of the alleged grievance or appeal arising out of or within this Agreement, and he/she shall have no power to arbitrate away, in whole or in part, to add to or to subtract from or to change or modify any of the terms and provisions of this Agreement. The arbitrator shall confine his/her decision solely to the issue(s) submitted to him by the parties. The arbitrator’s decision shall be submitted in writing and shall be final and binding on each party. Only one grievance may be arbitrated at one time, unless the parties mutually agree otherwise in writing.
- E. The parties hereby expressly waive the provisions of Section 7504 of the Civil Practice Law and Rules of the State of New York and the rights thereby secured, and expressly covenant and agree that under no circumstances will either of them apply to the Supreme Court of the State of New York, or any other Court, for the appointment of a third or impartial arbitrator.

10. PROBATIONARY PERIOD

All new employees who enter the service of the Employer shall be on probation with the Company for a period of thirty-five (35) calendar weeks. The probationary period maybe extended by mutual agreement of the parties.

11. CHECK OFF

The Company agrees to deduct all dues, general assessments, and the voluntary COPE program amounts from the salaries of all employees represented by the Union in accordance with Article 3 of this Agreement and to promptly transmit the monies to the Union.

All back dues and assessments for time during which an employee is not working will be paid back by the employee, one (1) additional weekly dues and assessment payment per week until the employee is paid up, starting with the employee’s second week back to work. This process will start with the oldest week owed and proceed to the most recent week owed until the dues and assessments are up to date.

The Union will indemnify, defend and hold the Company harmless against any claims, demands, suits or other forms of liability that might arise on account of any action taken or not taken with respect to this Article.

12. MEDICAL & HOSPITALIZATION

Health Insurance is offered to full-time employees. Eligible employees will have the option of enrolling in either the SimplyBlue High Deductible Health Plan (“HDHP”) – Option 2 or the SimplyBlue 25 Plan. There shall be no other options for health insurance coverage.

A. SimplyBlue HDHP-Option 2 Coverage

For employees who choose to enroll in SimplyBlue HDHP—Option 2, the Company shall contribute the amounts below toward the cost of the premium for single, 2-person, family/no-spouse or family coverage, as required. Employees will be responsible for the remainder of the premium cost. Employees who do not enroll in the SimplyBlue HDHP—Option 2 plan during the open enrollment period immediately after ratification will have the option to enroll in this plan at future permissible periods (i.e., open enrollment).

Effective at ratification/approval the Company shall contribute 95% of the cost of the premium for single, 2-person, family/no spouse or family coverage, as required.

B. SimplyBlue 25 Coverage

For employees who choose to enroll in SimplyBlue 25, the Company shall contribute the amounts below toward the cost of the premium for single, 2-person, family/no-spouse or family coverage as required. Employees will be responsible for the remainder of the premium cost.

Effective at ratification/approval for eligible employees hired on or before the date of ratification/approval: the Company shall contribute 70% of the cost of the premium for single, 2-person, family/no spouse or family coverage as required.

Effective at ratification/approval for eligible employees hired after the date of ratification/approval: the Company shall contribute 60% of the cost of the premium for single, 2-person, family/no spouse or family coverage as required.

C. HRA Contributions – SimplyBlue HDHP Option 2 Plan

The Company will continue the Section 105(H) Health Reimbursement Account Plan for bargaining unit employees enrolled in the SimplyBlue HDHP—Option 2 plan. The Company will contribute the following amounts to the Plan on an annual basis with the beginning of the Plan year (currently April 1 but subject to change by the Company) on behalf of each such employee, depending on each employee’s level of coverage as follows:

- Single - \$1,300;
- 2-person - \$2,600;
- Family/no-spouse - \$2,600
- Family - \$2,600.

As a sole exception to the above, any eligible employee who is enrolled in the Simply Blue 25 plan on the date of ratification/approval and who elects coverage in the SimplyBlue HDHP – Option 2 plan during the first open enrollment period immediately after ratification/approval will receive a one-time pro-rated contribution by the Company to the plan for 2016 only. The pro-rated contribution will be based on and calculated from an annualized contribution amount, depending on level of coverage as follows:

- Single - \$1900;
- 2-person - \$3800;
- Family/no spouse - \$3800;

Family - \$3800.

The Contribution amount actually provided to eligible employees who are enrolled in the SimplyBlue 25 plan on the date of ratification/approval and who elect coverage in the SimplyBlue HDHP-Option 2 plan during the first open enrollment period immediately after ratification/approval will be equal to a pro-rated partial amount of the above annualized amounts (annualized amounts are either \$1900 or \$3800 depending on level of coverage); the pro-rated amount will be determined based on the remaining amount of the plan year through March 31, 2017 that exists as of the day that each such employee begins coverage in the SimplyBlue HDHP-Option 2 plan, but with any contributions to the employee's HRA account that were contributed by the Company on or after April 1, 2016 subtracted from that pro-rated amount.

The Company contributions to the Plan for such employees who remain enrolled in the SimplyBlue HDHP-Option 2 plan on April 1, 2017 and in future years, shall be the same as that provided to other similar situated employees (i.e., \$1300 or \$2600 depending on level of coverage).

When spouses are employed by the Company, only one spouse shall be entitled to the 105(H) Health Reimbursement Account contribution in any calendar year.

D. HRA for SimplyBlue 25 Plan

The Company will continue the Section 105(H) Health Reimbursement Account Plan for bargaining unit employees enrolled in the SimplyBlue 25 plan. The Company will contribute the following amounts to the Plan on an annual basis with the beginning of the Plan year (currently April 1 but subject to change by the Company) on behalf of each such employee, depending on each employee's level of coverage as follows:

Single—\$226;
2-person—\$609;
Family/no-spouse—\$655;
Family—\$700.

When spouses are employed by the Company, only one spouse shall be entitled to the 105(H) Health Reimbursement Account contributions in any calendar year.

However, notwithstanding the above language of this Article no HRA contributions will be made by the Company to the Plan on behalf of employees hired after the date of ratification/approval who are enrolled in the SimplyBlue 25 plan.

E. Non-Coverage Election.

An employee can decline to be covered by the Company's medical and hospitalization insurance, if the employee provides the Company with evidence of other health insurance coverage. An employee may elect non-coverage only during the open enrollment period, and evidence of other health insurance coverage must be provided on a monthly basis. An employee who elects non-coverage will be paid an annual cash opt out payment of \$700 for single coverage or , \$1700 for two-person coverage or \$2,000 for the family plan,(which proof of what level of coverage would apply) to be paid at the end of the annual period for which the non-coverage applies. An employee must be employed on the payout date in order to receive the opt out payment. When spouses are employed by the Company in the bargaining unit, one spouse will be entitled to the annual cash bonus if he or she obtains coverage under the other spouse's health coverage rather than obtaining his or her own coverage separately. Married employees must present a marriage certificate to be eligible for this opt out payment. Marriage is defined in accordance with New York State Law.

F. Discontinued Plans

In the event that the Company is notified that the SimplyBlue 25 and/or the SimplyBlue HDHP-Option 2 plan is no longer offered (or will no longer be offered at some point in the future) by the insurer, the parties will meet for the purpose of discussing replacement options. If the parties are unable to reach consensus on a replacement for the plan that is or will no longer be offered, the Company shall substitute a reasonably similar plan for such plan, with the Company paying the same percentages of the monthly premium for the various levels of coverage (e.g., single, two-person, family) as it paid under the plan that is or will no longer be offered.

G. Effect of Legislation, Rules and/or Regulations

In the event that the Company believes it is facing a potential penalty or tax due to, or believes it is or will be out of compliance with, any federal or state law, rule and/or regulation with respect to the benefits provided by this Article of this Agreement, the parties will immediately meet upon notice by the Company for the purpose of negotiating a resolution to avoid such penalty, tax or legal compliance issue. If such a resolution is not reached after one or more meetings, the parties will engage in an expedited arbitration proceeding in which the arbitrator will be empowered to mandate the changes to the contract that are necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. The parties agree that any arbitration hearing(s) under this paragraph will take place within thirty (30) calendar days after the failed attempt to reach a resolution as set forth above.

The parties agree that any arbitrator proposed by either party must be an attorney. In addition, if an arbitrator is selected, but cannot hear the matter on a mutually agreeable date within thirty (30) calendar days after he or she is notified of his or her appointment, or if the selected arbitrator is otherwise unavailable, either party may demand that a new arbitrator be selected by following the process below.

The process to select an arbitrator shall be as follows: The Company and the Union will meet within three (3) calendar days after the failed attempt to reach a resolution and each party will present a list of three (3) proposed eligible arbitrator names at this meeting. If an arbitrator name appears on both lists, that person will be selected as the arbitrator. If more than one name appears on both lists, then the arbitrator name that appears on both lists that has a last name that begins with the letter earliest in the alphabet shall be selected to hear the matter. If no arbitrator appears on both lists, the Company and the Union will alternate striking one name from the list until only one name remains. A coin flip for each arbitration proceeding under this Article will determine who strikes first. A party that refuses to submit a list of arbitrator names, refuses to meet within the three-day time frame set forth above, or does not submit a list of arbitrator names in a timely manner, will forfeit this right and the other party may select an eligible arbitrator to hear the matter.

13. VISION INSURANCE

The Company will pay the premium cost for a vision insurance plan for all full time and part time bargaining unit employees (currently, as of the date of ratification/legislative approval, Davis Vision). The Company reserves the right to select and change the insurance provider and/or plan coverage.

14. WAGES

Bus Drivers

| | | | |
|--|----------------|----------------------|-------------------------|
| Completed Service Since Most Recent Hire Date with RTS Ontario | Rate 8/1/22 | Rate 8/1/23 3% | Rate 8/1/24 2.75% |
| New Hire | \$18.50 | \$19.06 | \$19.58 |
| After 35 Weeks | \$20.25 | \$20.86 | \$21.43 |

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Van Drivers

| | | | |
|--|----------------|----------------------|-------------------------|
| Completed Service Since Most Recent Hire Date with RTS Ontario | Rate 8/1/22 | Rate 8/1/23 3% | Rate 8/1/24 2.75% |
| New Hire | \$17.58 | \$18.11 | \$18.61 |

Senior Technician

| | | | |
|--|----------------|----------------------|-------------------------|
| Completed Service Since Most Recent Hire Date with RTS Ontario | Rate 8/1/22 | Rate 8/1/23 3% | Rate 8/1/24 2.75% |
| New Hire | \$27.57 | \$28.40 | \$29.18 |
| After 35 Weeks | \$29.85 | \$30.75 | \$31.59 |

Technician A

| | | | |
|--|----------------|----------------------|-------------------------|
| Completed Service Since Most Recent Hire Date with RTS Ontario | Rate 8/1/22 | Rate 8/1/23 3% | Rate 8/1/24 2.75% |
| New Hire | \$26.44 | \$27.23 | \$27.98 |
| After 35 Weeks | \$28.63 | \$29.49 | \$30.30 |

Technician B

| | | | |
|--|----------------|----------------------|-------------------------|
| Completed Service Since Most Recent Hire Date with RTS Ontario | Rate 8/1/22 | Rate 8/1/23 3% | Rate 8/1/24 2.75% |
| New Hire | \$24.71 | \$25.45 | \$26.15 |
| After 35 Weeks | \$26.74 | \$27.55 | \$28.30 |

Transportation Specialist

| | | | |
|--|----------------|----------------------|-------------------------|
| Completed Service Since Most Recent Hire Date with RTS Ontario | Rate 8/1/22 | Rate 8/1/23 3% | Rate 8/1/24 2.75% |
| New Hire | \$18.50 | \$19.06 | \$19.58 |
| After 35 Weeks | \$20.25 | \$20.86 | \$21.43 |

Fueler/Washer

| | | | |
|--|----------------|----------------------|-------------------------|
| Completed Service Since Most Recent Hire Date with RTS Ontario | Rate 8/1/22 | Rate 8/1/23 3% | Rate 8/1/24 2.75% |
| New Hire | \$15.91 | \$16.38 | \$16.84 |
| After 35 Weeks | \$17.02 | \$17.53 | \$18.01 |

The Employer reserves the right to increase hourly rates for all job classifications by the same percentage up to two (2) times in each year of this Agreement.

15. PAID TIME OFF

PTO is in place for full time employees to cover vacation, illness, disability, appointments, emergencies, and other needs that may require time off from work. Part time employees are not eligible for PTO

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The PTO accrual schedule for full-time employees is as follows

| <u>Years of Completed Service</u> | <u>Employee hired on or before August 14, 2016</u> <u>Annual PTO Accrual</u> | <u>New Hire –*</u> <u>After August 14, 2016</u> <u>Annual PTO Accrual</u> |
|-----------------------------------|---|---|
| Less than 1 year | 144 hours | 40 hours |
| 1 year | 268 hours | 137 hours |
| 2 years | 268 hours | 173 hours |
| 3 to 5 years | 268 hours | 198 hours |
| 6 to 12 years | 268 hours | 236 hours |
| 13 to 19 years | 296 hours | 274 hours |
| 20 to 25 years | 336 hours | 312 hours |
| 26 or more years | 368 hours | 350 hours |

[The parties acknowledge that the PTO hours previously provided to replace the floating holidays of Martin Luther King Day and Good Friday have been incorporated into the above PTO accrual schedule.]

*Part time employees who become full time after ratification and legislative approval will be treated as new hires for purposes of PTO accrual.

All accrued hours become available for use in the pay period following the pay period in which they are accrued. An exception is that Employees with less than one year of completed service will be provided with 40 hours of PTO upon hire.

Accruals are based on the employee’s years of service and “paid hours” up to 2080 paid hours per year. “Paid hours” include PTO hours used as well as hours actually worked, but do not include overtime hours.

PTO does not accrue during unpaid leaves of absence (such as leave under the Family Medical Leave Act) or when the employee is receiving workers’ compensation or disability benefits.

If an employee is not “paid” (either by working and being paid or by taking PTO and being paid), no PTO will accrue for the period of non-payment. Employees receiving workers’ compensation for all or a portion of a pay period will not be considered to have been “paid” for any portion of the period that the employee received workers’ compensation and, therefore, will not accrue any PTO during that pay period. Unlike employees who are out on workers’ compensation, employees receiving New York State Disability payments for just a portion of a pay period will be considered to have been “paid” during the pay period in which they receive those payments and will accrue PTO based the number of hours they actually worked (excluding overtime) or took as PTO during that pay period on the days they were not out on disability.

A minimum of 80 PTO hours must be used each calendar year, or will be forfeited. All earned but unused PTO beyond the 80 hour minimum can be carried over to future years to a maximum aggregate carryover allowance of 1440 hours. (The minimum hours that must be used and the maximum aggregate carryover will be prorated for employees working less than full time.)

Before an employee may use hours from his/her carryover bank to take more PTO hours than the employee is expected to accrue in the current calendar year (assuming the employee works for the entire year without any unpaid leaves of absence or days out due to disability or workers compensation), the employee must request and receive the

approval of the employee's department head and the Vice President of People in addition to the employee's supervisor. [For example a full time employee with more than 1 year but less than 13 years of service credit are expected to accrue 260 hours of PTO during the calendar year (provided the employee does not have any unpaid leaves of absence or days out due to disability or workers compensation). This employee may take up to 260 PTO hours during that calendar year with the approval of only his/her supervisor. However, the employee will need the approval of the department head and the Vice President of People in order to take the 261st hour of PTO and each additional hour thereafter in that calendar year.] If the employee fails to obtain such approval, each such hour in excess of 260 would constitute an unpaid leave of absence for the employee. Nothing in this paragraph shall be interpreted to mean that an employee may use PTO hours that he/she has not yet actually accrued but not used in the current and prior years. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted. [For example, if the employee has a carryover bank of 20 hours and has accrued 20 hours in the current year, the employee may not use more than 40 hours of PTO regardless of how many hours he is expected to accrue that calendar year.]

In all cases, PTO requests which result in being away from work for more than fourteen (14) consecutive calendar days must be pre-approved by the employee's supervisor, department head and the Vice President of People. The Authority may limit or deny the use of time off beyond fourteen (14) consecutive calendar days.

Employees may take PTO in increments of 4 hours, 8 hours (for employees who work 8 hour shifts) or 10 hours (for employees who work 10 hour shifts).

When PTO is used, an employee is required to request payment of PTO hours according to his/her regularly scheduled workday. For example, if an employee works a 6-hour day, he/she would request 6 hours of PTO when taking that day off.

In the following situations, employees will be entitled to receive a lump sum payment equal to their current hourly pay rate multiplied by the number of accrued, unused hours in their PTO bank, up to a maximum of 400 hours.

In the event of an employee's death, the employee's estate will be paid the employee's PTO bank (max 400 hours) in a lump sum payment.

Full time employees who have worked for the Company for at least one year and give at least two (2) weeks advance notice of their intent to resign or retire to their Supervisor and the People Department will be paid their PTO bank (max 400 hours) in a lump sum payment.

Employees who are involuntarily terminated will not be paid any unused PTO.

Choosing PTO Time for Vacation Purposes:

Full-time employees will choose their vacation weeks by seniority in December for the following calendar year.

The Company shall establish how many employees can be off per week by category.

16. RETIREMENT

Upon the effective date of this Article January 1, 2021, full-time employees will begin participation in the "Retirement Plan for Union Employees of Regional Transit Service, Inc." (referred to herein as the "Plan"). No employee will be deemed to have service credit in the Plan prior to this effective date January 1, 2021. The Plan documents for this Plan shall at all times control. Part-time employees shall be ineligible for participation in the Plan.

Upon the effective date of this Article January 1, 2021, employees may elect to continue to participate in the Employer's 457 Deferred Compensation Plan to the extent permitted by law; however, the Employer will no longer match employee deferrals as of this date.

17. BEREAVEMENT

The Company provides regular full-time and part-time employees with a bereavement leave of absence to arrange and attend a funeral and to manage the affairs of a deceased member of his or her immediate family. The Company defines "immediate family" as the employee's spouse, partner, significant other, grandparent, parent, step-parent, child, step-child, sibling or step-sibling; the employee's spouse's, partner's or significant other's parent, step-parent, child, step-child, sibling or step-sibling; the employee's child's spouse or child. For the purposes of this policy, partners are those who are of the same or opposite sex and are financially and emotionally interdependent in a manner commonly presumed of spouses.

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Employees may request up to three (3) working days off. Employees are required to take these three (3) working days consecutively.

A bereavement leave of absence is a leave with pay and maintains all aspects of the employment relationship during the regularly scheduled days of work when the employee is absent, including PTO/vacation accruals. An employee on bereavement leave should return to work on the first regularly scheduled day of work following the end of the leave.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions or shift differentials.

Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

18. JURY DUTY

The Employer encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request up to two (2) weeks paid jury duty leave over any five (5) year period.

Regular full-time and part-time employees qualify for paid jury duty leave. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available Paid Time Off or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. Employees must provide to their supervisor an Attendance Verification Form from the court showing the dates the employee reported and served for jury duty.

Either the Employer or the employee may request an excuse from jury duty if, in the Employer's judgment, the employee's absence would create serious operational difficulties.

The Employer will continue to provide benefits and PTO accruals for the full term of the jury duty absence.

19. VOLUNTEER FIREFIGHTERS

Volunteer Firefighters will be allowed up to two (2) shifts off per quarter for emergency firefighter service. Such an employee will be compensated for such time off with his/her accrued PTO time. If an employee has no accrued PTO time, the time off will be unpaid. Volunteer Firefighters will be responsible to provide written confirmation, within seven (7) calendar days on fire company letterhead, from the fire company Chief that the employee was participating in emergency volunteer service. No more than two (2) Bus Drivers, no more than one (1) Van Driver, no more than one (1) maintenance department employee regardless of title, and no more than one (1) Transportation Specialist may be off for emergency firefighter service at the same time. Unused shifts cannot be carried over from quarter to quarter.

20. WITNESS DUTY

If employees have been subpoenaed or otherwise requested to testify as witnesses by the Employer, they will receive paid regular time for the entire period of witness duty. Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the Employer. All aspects of employment will continue, including PTO accruals.

21. PERSONAL LEAVE OF ABSENCE

Personal leave is considered an unpaid leave of absence, and is defined as time off with permission but without pay. In general, the Employer does not grant leaves of absence, and such leaves will be granted only under unusual circumstances. Any leave granted under this article will be limited to thirty (30) days. An employee may request personal leave for reasons other than those covered by medical leave.

22. LEAVE OF ABSENCE – UNION

Up to one (1) Executive Officer of the Union employed by the Employer shall be permitted one (1) day of unpaid leave per month to attend the Union's regularly scheduled Executive Board meeting. The Union will provide the Employer with the dates of all Executive Board meetings at least seven (7) calendar days in advance of such meetings.

Officers of the Union employed by the Employer who request unpaid leave of absence for Union business for any other reason shall provide at least 24-hours' notice of such a request. Such requests will be granted unless the Company, in its discretion, is unable to grant a request for Union leave. In this event, the Company will immediately notify the Union to arrange for a mutually agreeable alternative time or day for such leave.

One Officer of the Union employed by the Employer shall be permitted up to a cumulative total of six (6) days of unpaid leave each calendar year which can be used to attend up to two (2) out of town ATU conferences or trainings per calendar year. In order to utilize this leave, the Union must provide the Employer with at least thirty (30) calendar days prior notice of the need for leave, and the Union must provide the Employer with documentation to demonstrate the leave is needed for an out of town ATU conference or training.

23. MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees should notify and provide documentation in advance to the People Department of the military service, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will receive full pay for 30 consecutive days or twenty-two (22) working days, whichever is of the greater benefit to the employee. The portion of any military leaves of absence in excess of the greater of 30 consecutive days or twenty-two working days will be unpaid. However, employees may use any available paid time off/vacation for the absence.

Continuation of the portion of benefit credit directed to health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as PTO/vacation, will continue during the leave.

Employees on military leave for up to thirty (30) consecutive days or twenty-two (22) working days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with

USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

24. SICK/MEDICAL LEAVE OF ABSENCE

An employee on a bona fide sick/medical leave of absence supported by satisfactory medical evidence (e.g. proper Disability or Worker's Compensation papers) shall have his/her health insurance coverage continued for a maximum of six months. The employee's employment and seniority shall be maintained for a maximum of six months.

An employee, who was terminated as set forth above after six months may be returned to RTS Ontario for a period of 12 months following the employment termination, provided there is a suitable open position in the bargaining unit, he/she is medically able to return to RTS Ontario employment (subject to approval by the Company's physician), and subject to all normal pre-employment requirements (such as but not limited to drug screen and 19-A clearance). Upon reinstatement under this Article, the employee shall assume his/her seniority as the date of employment termination. The Company will offer such an employee the first available full or part time bargaining unit position for which he/she qualified after being medically cleared as set forth above during this period of 12 months after the date of termination. If the employee refuses an available full or part time position in the bargaining unit for which he or she is qualified, he/she will forfeit any further reinstatement rights. Nothing in this Article diminishes the Company's ability to fill an open position after an employee's employment is terminated after six months as set above.

25. TRAVEL FOR MEDICAL PURPOSES

Employees will be expected to travel to the RTS location at 1372 E. Main Street, Rochester, NY 14609 for medical appointments such as 19-A Physicals, follow-up appointments and return to work physicals.

Employees required by the Employer to travel to the above RTS location for such medical appointments will be compensated for three (3) hours pay at their base straight time hourly rate.

26. FAMILY AND MEDICAL LEAVE ACT

FMLA will be administered by the Company according to law and Company policy. If there is a conflict between this Article and Company policy, this Article shall prevail. Any approved leave under FMLA shall be considered an excused absence for purposes of the attendance policy. Disputes relating to FMLA leave are not grievable under this Agreement, and the appropriate forum for FMLA disputes is the U.S. Department of Labor.

During an approved FMLA leave, an employee must use accrued personal/sick time. If a previously scheduled and approved PTO absence picked in the prior December falls during an employee's approved FMLA leave, the employee will be paid out PTO time for the previously scheduled and approved PTO period. Otherwise, employees will have the option to use accrued PTO during approved FMLA leave in lieu of taking any approved PTO that was scheduled for after the FMLA leave.

27. SENIORITY

- A. Any employee who accepts a position with the Company outside the bargaining unit will lose all bargaining unit seniority.
- B. Separate seniority lists will be maintained for the following titles: Drivers – Full Time; Drivers – Part Time; Senior Tech; Technician A; Technician B; Transportation Specialist – Full Time; Transportation Specialist – Part Time; Fueller/Washer; Van Driver. Employees who move from full-time to part-time status shall be placed on the part-time seniority list based on date of hire. Employees who move from part-time to full-time status shall be placed at the bottom of the full-time seniority list
- C. When an employee transfers from one title to another, said employee will retain all seniority rights in the former title for six (6) months. After six (6) months, an employee remaining in a new title will have waived and forfeited all seniority rights in the former title without losing Company seniority.

28. LAYOFF AND RECALL

- A. When it becomes necessary to reduce the workforce, employees with the least seniority on the applicable seniority list listed in Article 27- Seniority will be laid off before a more senior employee on that list. Employees shall be recalled by seniority on the applicable seniority list.
- B. Any laid off employee will have recall rights for a period of 18 months or the employee's length of service, whichever is shorter.
- C. Laid off employees will receive payout of all accrued, but unused PTO time.
- D. If recalled, the employee's personal time bank will be restored to the level accrued as of the date of layoff.

29. HOURS OF WORK

The designated work week is Monday through Sunday to facilitate scheduling for programs and events, and full-time employees can generally expect to work five (5) days per week.

Full-time employees are those employees who are scheduled to work 30 or more hours each week. Part-time employees are those employees who are scheduled to work less than 30 hours per week.

Once full-time Drivers have picked their hours of work schedules, those hours of work shall be guaranteed to the Driver until a new pick is conducted. Once part-time Drivers have picked an hours of work assignment for the following week, such hours of work shall be guaranteed to that Driver for that week. Employees are not guaranteed overtime hours.

All full-time Bus Operators will be guaranteed forty (40) hours of pay per week whether scheduled for forty (40) hours or less than forty (40) hours per week, provided the full-time Bus Operator performs all of his or her scheduled work for the week. If a full-time Bus Operator works more than forty (40) hours in a week, the time worked over forty (40) will not count towards, nor applied towards, any other week's guarantee.

30. MAINTENANCE EMPLOYEES WORK SCHEDULES

Full-time Maintenance technicians and full-time Fueler-Washers shall be scheduled for eight and one-half (8.5) hours per day with an unpaid thirty (30) minute lunch five days per week, which may include weekends. The Company will strive to maintain two consecutive days off per full-time employee. Two (2) ten minute breaks per day will be scheduled by management.

When there is an hours of work schedule change for any full time Fueler/Washer, the new hours of work shall be offered to the full time Fueler/Washers in seniority list order before being assigned to the least seniority full time employee in this job title. When there is an hours of work schedule change for any full time Technician job category (e.g., categories such as Technician A, Technician B and Senior Technician), the new hours of work shall be offered to the full time employees in that job category in seniority list order before being assigned to the least senior full time employee in this category.

31. DRIVER WORK SCHEDULES

- A. There shall be a full time Drivers' pick of available hours of work schedules at least every nine (9) months (or more often as determined by the Employer). Regardless of when the last full time Drivers' pick was conducted, such a pick will be held when there is a permanent (i.e., lasts more than four (4) calendar weeks) hours of work schedule change for any full time Driver due to a vacancy; the hours of work schedule change cannot be more than 1.5 hours during this period of up to four (4) calendar weeks without a pick. The obligation to hold a full time Drivers' pick every nine (9) months shall be applied on a rolling basis from the most recent pick. In the event there is an immediate business need for a full time Driver hours of work schedule change that the Employer intends to be permanent (as defined in this paragraph), the Employer may implement the change immediately and hold a full time Drivers' pick within two (2) weeks after the change was implemented. Nothing in this Memorandum of Agreement shall impair the Company's right to modify hours of work schedules as it deems necessary with a full time Drivers' pick.

If a full time Driver is on a leave of absence when a full time Drivers' pick is conducted, that Driver shall not pick and will be permitted to bump into an hours of work schedule held by another Driver who is lower on the seniority list at the time of the return to work from leave, and such bumping will continue for those lower on the seniority list until all available hours of work schedules are filled. This bumping process shall be conducted within one (1) week after the Driver returns to work from leave and will be implemented at the beginning of the next payroll period after this bumping process is complete. The Driver who returns from leave will be assigned work by the Company until the bumping process is complete and implemented.

- B. Nothing in this Memorandum of Agreement impacts the Employer's right to make work assignments to bargaining unit employees as deemed necessary by the Employer due to operational needs.
- C. Full time Driver picks shall be conducted pursuant to the seniority list with the most senior Driver picking first.
- D. Full time Driver picks shall be conducted in one day designated by the Company. Absent extenuating circumstances, no such pick shall last longer than five (5) hours.
- E. One Union Representative will be paid two (2) hours at that person's straight time rate for supervising the full time Drivers' pick, regardless of the length of the pick. The Union Representative shall pick for any absent Driver.
- F. (i) The Company shall, on a weekly basis, create and assign hours of work schedule assignments to the Part Time Drivers for the following week. The Company maintains the reserved right to assign part-time Drivers to work assignments as it deems necessary during their weekly hours of work schedule.

(ii) If multiple part-time Drivers request time off on a particular day or for a specific entire work week, and if the Company elects to grant the time off in its sole discretion to any but not all of the part-time Drivers who requested time off on that particular day or for that specific work week, the senior part-time Driver(s) shall be allowed off. In order for this seniority provision to apply, part-time Drivers must adhere to the following requirements to request time off:

- For time off on a particular day or days (less than a full work week), the part-time Driver must submit the request at least seven (7) calendar days prior to the day or days that the part-time Driver requests to be off.
- For time off during an entire work week, the part-time Driver must submit the request at least sixty (60) calendar days prior to the first day of the work week that the part-time Driver requests to be off.

Nothing in this Article guarantees that time off requests made pursuant to this Article will be granted by the Employer.

(iii) So long as the Employer continues to employ part-time Drivers, the Employer will maintain at least five (5) full-time Driver positions (either by having full-time Driver employees and/or by having full-time Driver vacancies that the Employer has posted for the purpose of filling the vacancies, or a combination of the two).

(iv) When full-time Driver vacancies become available, the Employer will first make those vacancies available to part-time Drivers in seniority order before seeking to hire from outside the Company.

- G. As a means to deal with absences/vacancies, the Employer reserves its right to offer assignments of additional hours of up to two hours in duration as necessary based on operational needs resulting from one or more absences/vacancies. In the event no Driver accepts the offered assignment of additional hours, the Employer may assign the additional hours to the least senior available on duty Driver. This provision governing assignments of additional hours of up to two hours in duration shall apply to situations in which assignments of additional hours of up to two hours in duration extend beyond two hours due to circumstances beyond the

Employer’s control. Work assignments of additional hours of more than two hours in duration shall be offered based on seniority. In the event no Driver accepts the offered assignment of additional hours of more than two hours in duration, the Employer may assign the additional hours to the least senior available on duty Driver.

As a matter of last resort, when the above processes have been exhausted and there is no available on duty Driver to work the additional hours, and off duty Drivers have been called and have either declined the offer of additional hours or did not answer a phone call from the Company, off duty Drivers may be assigned those additional hours in inverse seniority order.

As an additional means to deal with absences/vacancies, the Employer may (after offering assignments of additional hours, and either before or after assigning additional hours to bargaining unit employees) utilize drivers/operators employed by RTS Seneca, RTS Access, and/or RTS Monroe to perform such additional work, to the extent permitted by the collective bargaining agreements covering RTS Seneca, RTS Access, and/or RTS Monroe. This paragraph shall “sunset” and will be no longer effective on July 31, 2025.

- H. Meal Break Practice. The Company will continue to schedule unpaid meal breaks of thirty (30) minutes when a Bus Driver is scheduled to work a continuous shift that exceeds six (6) hours in duration (this rule does not apply to split shifts). As in the past, Bus Drivers will take their meal breaks in the field and are not required to return to RTS Ontario headquarters and will not be paid for drive time if they choose to drive to any location during their thirty (30) minute meal break. Bus Drivers may not take their meal break in or at any establishment that serves alcohol or that offers marijuana. Bus Drivers may choose to go home during their meal break only if they are working in a location that allows a portion of the break to be taken at home without extending the scheduled thirty (30) minute meal break.

The following rules and restrictions apply to any Bus Driver who opts to go home during their 30-minute meal period: the bus must be lawfully parked in a safe manner; the bus must be parked in a manner that does not impede traffic and/or does not impact the ability of other vehicles to pass on the roadway; the bus cannot be parked in any driveway; the bus cannot be parked in a manner that requires the Bus Driver to operate the bus in reverse; the bus must be properly parked in a roadway or other permissible location and cannot be parked on private property; the bus engine must be turned off and the bus must be secured any time that the Bus Driver exits the bus.

32. TRANSPORTATION SPECIALIST WORK SCHEDULES

When there is an hours of work schedule change for any full time Transportation Specialist, the new hours shall be offered to the full time Transportation Specialists in seniority list order before being assigned to the least senior full time employee in this job title. Part time Transportation Specialists shall continue to be assigned work by the Employer.

33. LEAD DRIVER

The Company may appoint one or more bargaining unit employees to act as “Lead Driver” during the weekend when it determines that operational needs dictate this appointment. An employee will receive a differential of \$1.00 per hour for hours worked while acting in the capacity of Lead Driver.

34. SPLIT SHIFTS

A “split shift” is defined as a Bus Driver’s scheduled shift that includes a spread of non-compensable, non-work time during the shift that exceeds 30 minutes in duration. The parties agree that Bus Drivers may be scheduled for split shifts by the Employer, subject to the following limitations:

- A. No non-compensable, non-work time spread during a scheduled shift shall exceed 5 hours in duration;
- B. A Bus Driver whose schedule includes a spread of non-compensable, non-work time that exceeds 4 hours in duration on any day shall be entitled to a differential equal to 1 hour of pay at that employee’s straight time base wage rate;

- C. Bus Drivers assigned to split shifts are required to immediately return the bus and keys to the RTS Ontario headquarters at the end of each piece of the split shift. Bus Drivers will continue to be compensated for time spent driving directly (without detours or other stops) back to headquarters at the end of a piece of a split shift.

35. VACATION PICKS

Drivers and Maintenance employees will choose their vacation weeks by seniority in December for the following year. The Company shall establish how many employees can be off per week by category.

An employee must have accrued and available paid time off/vacation time in his or her accrued bank in order to pick a vacation and/or to take vacation time off.

36. FUELER/WASHER WORK

The parties agree to the following procedure to cover Fueler/Washer work when the Company determines that additional manpower is needed to cover such Fueler/Washer work. The additional hours of work will be offered and/or assigned according to the process below.

- A. The additional work hours will first be offered to employees that hold the Fueler/Washer title, by seniority order, if the additional work hours do not conflict with the Fueler/Washer's regularly scheduled shift.
- B. A Technician, if working on regular (non-overtime) hours, may be assigned the work if the Company determines that operational needs permit this assignment.
- C. Technicians will be offered the additional work, if the additional work hours do not conflict with the Technician's regularly scheduled shift, by seniority order.
- D. Full-time Bus Drivers will be offered the additional work, if the additional work hours do not conflict with the Bus Driver's regularly scheduled shift, by seniority order. No Bus Driver will work more than three (3) hours per day performing Fueler/Washer work. The three (3) hours per day limitation shall not apply to Bus Drivers on their day(s) off.
- E. Part-time Bus Drivers will be offered the additional work, if the additional work hours do not conflict with the Bus Driver's regularly scheduled shift and only if the additional work would not cause the Driver to exceed thirty (30) hours of work for the workweek, by seniority order. No Bus Driver will work more than three (3) hours per day performing Fueler/Washer work. The three (3) hours per day limitation shall not apply to Bus Drivers on their day(s) off (subject to the thirty (30) hour limitation above).
- F. No Bus Driver will be mandated or required to work Fueler/Washer shifts.
- G. If the above process (items A-F) does not produce the necessary manpower to perform the necessary Fueler/Washer work, as determined by the Company, the Company may continue to assign the work to Fueler/Washers and/or Technicians.
- H. A Technician or Bus Driver who performs Fueler/Washer work pursuant to this Agreement shall be paid for such work at their normal Technician or Bus Driver rate of pay (as applicable).

37. OVERTIME

- A. When operating requirements or other needs cannot be met during regular working hours for reasons not covered by Article 31- Driver Schedules and Article 36 Fueler/Washer work, full-time employees will be given the opportunity to volunteer for available work assignments in seniority order. If no full-time employee volunteers for overtime the Company may require full-time employees to work overtime in inverse seniority order by job title. All employees may be required to work up to three (3) consecutive hours after their scheduled shift, without the ability of other employees to volunteer for this work, when the employee is on the road (if a Driver) or is actively engaged in a project or task at the time the employee's scheduled shift is to end. All voluntary overtime work must receive prior authorization of the employee's supervisor.

- B. Overtime compensation is paid to employees in accordance with federal and state wage and hour law. Holidays, PTO, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Actual hours worked in excess of forty (40) per work week will be paid at one and one half (1 ½) times the employee's regular rate.
- C. Once overtime is accepted or required the overtime becomes part of the Employee's work week for attendance purposes and all other applicable work rules.
- D. Employees are required to attend meetings and training sessions designated as mandatory. Such meetings and sessions will be scheduled no more than once per month, will be considered hours worked and will be compensated accordingly. An employee shall be guaranteed two (2) hours pay for attending such meetings or training if the employee is not otherwise scheduled to work on the day of the meeting or training. Such meetings/training shall not be mandatory on holidays or on a day for which the employee has been previously approved for time off by management.
- E. Employees are not guaranteed overtime hours.

38. PAYDAY

All employees are paid on a bi-weekly basis, on Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period and any deductions. In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's Paid Time Off (PTO) the employee's paycheck will be available upon his or her return from PTO or mailed at the request of the employee.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company.

39. DIRECT DEPOSIT

All employees hired after November 3, 2023, are required to be paid via direct deposit to a financial institution of the employee's designation.

40. HOLIDAY WORK, CHARTERS AND SPECIAL RUNS/SPECIAL SHUTTLES

When additional scheduled hours are necessary to cover holiday work, charters, special runs and/or special shuttle services, such work will be posted for bidding by full-time Drivers at least two (2) weeks prior to the event (or as soon as possible if two weeks' notice is not possible). The most senior full-time Driver who bids and who is not already scheduled to work during the posted holiday work, charter work, special run and/or shuttle service will be offered the work. If no full-time Driver bids on or accepts the work, the Company may assign the work in inverse seniority order. The Company may, in its discretion, assign a part-time Driver to work the charter, special run, special shuttle service before assigning a full-time Driver in accordance with Article -31 Driver Work Schedules.

41. RELIEFS ON THE ROAD

All Drivers who relieve or are relieved at the hub shall be paid for the travel time between the Employer's offices and the hub when being transported by the Employer.

42. ATTENDANCE

All employees are required to report to work on time every day they are scheduled to work. Employees shall receive Attendance Occurrences for unexcused absences and for incidents of tardiness. The following policy applies to all employees and is based on a rolling twelve (12) month period, which means the Company will look back at the previous 12 months from any Attendance Occurrence to determine potential discipline.

Excused Absences

Excused absences are:

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Family Medical Leave (FMLA)
Personal Leave
Jury Duty
Military Duty Leave
Bereavement Leave
Pre-Approved Vacation or PTO
Worker's Compensation Leave
Sick/Medical Leave of Absence
Leave of Absence – Union

Attendance occurrences are not issued for excused absences.

Unexcused Absence

Absenteeism is measured in occurrences. Employees are required to call in and notify their supervisors/dispatcher that they will be absent one (1) hour before the start of their shift.

An unexpected absence where the employee calls in sick or tardy at least one hour prior to the start of his/her shift is counted as one (1) occurrence. An employee who is absent for more than five (5) consecutive days due to medical reasons is required to call the RGRTA Occupational Health Department after the fifth (5th) day of consecutive absence.

An unexcused absence up to three (3) consecutive days is counted as one (1) occurrence provided proper notice is given. The Employee is required to submit a doctor's slip upon return to work. If an employee is out five (5) consecutive days or more they must submit to a Company medical evaluation before to work. An employee who must submit to a Company medical evaluation at the RTS location at 1372 East Main Street, Rochester NY under this policy will be compensated for three (3) hours pay at their base straight time hourly rate. Any consecutive days of absence beyond the above three (3) days will be counted as individual occurrences unless excused by the RGTA Occupational Health Department because all additional consecutive days of absence beyond three (3) consecutive days were caused by the same legitimate medical issue that caused the three(3) consecutive days of absence. When seeking to be excused, employees are responsible for providing appropriate documentation from medical providers as requested by the RGRTA Occupational Health Department. Such excusal by the RGRTA Occupational Health Department will not be unreasonably refused. In the event the Union grieves a refusal of the excuse under this paragraph, all occurrences beyond one (1) shall be held in abeyance pending the result of arbitration or a grant/withdrawal/settlement of the grievance. Any grievance submitted under this paragraph shall be submitted directly to arbitration, and one or both parties will immediately submit a Request for Arbitration Panel to FMCS (as provided for in Article 9 – Arbitration) and the parties will schedule the arbitration as soon as reasonably possible.

Calling to notify the supervisor/dispatcher of an absence less than one (1) hour in advance of the employee's start time shall be counted as two occurrences.

Failure to call in to notify the supervisor/dispatcher of an absence at all (No Call No Show) shall be counted as four (4) occurrences. Failure to call in to notify the supervisor/dispatcher of an absence for three (3) consecutive days shall result in immediate termination.

Failing to complete an employee's full shift shall result in one (1) occurrence.

A tardiness incident will result in one (1) occurrence.

Missing a mandatory meeting shall result in one (1) occurrence.

Disciplinary Guidelines for Absences and Tardiness

Employees are allowed a maximum of seven (7) occurrences within a rolling twelve (12) month period before a written warning will be issued. The disciplinary schedule is as follows:

Occurrences

Disciplinary Action

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| | |
|----|----------------------------------|
| 7 | Memo of Counseling |
| 8 | Written Warning |
| 9 | 1 Day Suspension – Final Warning |
| 10 | Termination |

If an employee is tardy his/her work may be reassigned at the option of the Company, and the tardy employee may be sent home at the option of the Company.

If an employee goes “occurrence free” for a consecutive six (6) month period, his or her disciplinary action will roll back one step/occurrence. Medical Leave or other Leaves of Absence shall not be counted in the six (6) month period.

43. FELONIOUS ASSAULT

Effective December 3, 2020:

The Company shall provide all full-time and part-time employees with \$100,000 insurance in the event of loss of life resulting from a hold-up or other felonious act occurring during the performance of their job duties. The annual premium cost to the Company shall not exceed \$4.80 per covered employee.

44. HOLIDAYS

The Employer grants seven (7) paid holidays to all eligible full-time employees.

RTS Ontario currently observes the following holidays:

- New Year's Day;
- Memorial Day (last Monday in May);
- Juneteenth
- Independence Day;
- Labor Day (first Monday in September);
- Thanksgiving (fourth Thursday in November); and
- Christmas Day.

In the event that a holiday falls on a weekend, RTS Ontario may designate an alternative day for observance.

Full-time employees' holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. If an employee is off from work (PTO or day off) when the holiday is observed, the employee's holiday pay will be based on the employee's straight-time pay rate (as of the date of the holiday) times the average number of daily hours in that employee's then-current weekly work schedule.

Eligible part-time employees will be paid four (4) hours at straight time only for the following holidays: New Year's Day; Memorial Day; Labor Day; Thanksgiving; Christmas.

If an employee is scheduled to work the day before or after a holiday and he/she is absent, the employee will not be paid for the holiday. To be eligible for holiday pay, employees must work and complete the last scheduled day immediately preceding and the first scheduled day/shift immediately following the holiday. The only exceptions to this rule are: a) when the employee submits a physician's note that confirms the medical reason for the unscheduled absence, and or uses FMLA leave, b) if the holiday falls before or after pre-approved PTO. PTO may not be used in exchange for holiday pay. Employees who actually work on the holiday and complete their scheduled shift on the holiday will receive the additional holiday pay regardless of whether they work and complete the last scheduled day/shift immediately preceding and the first scheduled day/shift immediately following the holiday.

Paid holidays will not be counted as hours worked for the purposes of determining overtime.

Due to operational needs, an employee may be required to work on a holiday. Employees will be paid for the holiday, in addition to any hourly wages earned for working on the holiday.

When an employee has a religious observance that does not align with an Employer-designated holiday, the employee may request an exchange of an Employer-designated holiday for the day required for his/her religious observance. Requests must be made to the employee's supervisor, and approval to exchange a day will be based on whether or not there is work available and/or whether or not the employee can perform his/her job when RTS Ontario is closed. If an exchange is not possible, the employee may use PTO.

45. TRAINING PAY

Bus Drivers who are assigned by the Company, in the sole discretion of the Company, to train newly hired Bus Drivers on RTS Ontario routes shall receive an additional \$1.00 per hour for time spent in such training. The Employer reserves the right to continue to utilize non-ATU members to train Bus Drivers, as it deems necessary and appropriate, when such training does not occur while operating a vehicle in revenue service.

46. ON TIME PERFORMANCE

Bus Drivers and Van Drivers (collectively, "Drivers") are subject to the following on-time performance standards:

- A. Drivers are subject to discipline if they run more than five (5) minutes earlier than the published stop schedule at any stop.
- B. Drivers are subject to discipline if they run more than five (5) minutes later than the published stop schedule at any stop on more than five (5) days in any calendar month.
 - (1) No Driver will be disciplined for running late due to circumstances beyond the Driver's control, such as but not limited to slow traffic, route deviations, using the restroom, detours, mechanical breakdown, inclement weather, wheelchair customers and similar circumstances beyond the Driver's control.
- C. Any Driver who is running more than five (5) minutes later than the published stop schedule is required to, as soon as reasonably possible, radio into dispatch to explain that the bus is running late and the reasons why the bus is running late. Failure to radio into dispatch as required in this Article will result in disciplinary action. Drivers who radio into dispatch to explain that the bus is running late and the reasons why the bus is running late will be provided with a memorandum from the Company, within seven (7) calendar days, to document this call to dispatch.
- D. Discipline pursuant to this Article for on-time performance (i.e., running late and/or early) will be progressive, but will be combined with other disciplinary actions (other than attendance) for purposes of discipline progression; however, no Driver will be discharged for a first incident of on-time performance discipline pursuant to this Article.
- E. One (1) prior disciplinary action for on-time performance pursuant to this Article will be removed from a Driver's record when he or she is not disciplined for on-time performance reasons pursuant to this Article a period of three (3) consecutive months.
- F. The time limits for discipline found in Article 7(A) of this Agreement shall apply to discipline for running early.

The time limits for discipline found in Article 7(A) of this Agreement shall not apply to discipline for running late. Rather, charges for running late must be filed within fourteen (14) calendar days after the end of the calendar month in which the Driver ran more than five (5) minutes later than the published stop schedule at any stop on more than five (5) days during that calendar month. With this sole exception, all provisions of Article 7 apply to discipline for on-time performance pursuant to this Article.

47. EMPLOYEE HANDBOOK AND POLICIES

- A. The parties recognize and agree that the Company has adopted certain work rules and policies contained and referenced in an Employee Handbook dated November 2022 applicable to the bargaining unit (including, but not limited to, the “Alcohol Abuse & Controlled Substance Use Policy” and the “Preventing Violence in the Workplace Policy”). All bargaining unit employees will be provided with a copy of the Employee Handbook dated November 2022, and employees will sign the “Employee Acknowledgement Statement” to confirm this receipt. To the extent that any provision of the Employee Handbook dated November 2022, or the rules/policies referenced therein conflict with a term of this Collective Bargaining Agreement, this Collective Bargaining Agreement shall prevail. The Union reserves the right to grieve and arbitrate the reasonableness of the Company’s application of the work rules and policies contained and referenced in the Employee Handbook dated November 2022.

- B. With respect to the Listing of Prohibited Substances found in Appendix A to the Alcohol Abuse & Controlled Substance Use Policy, the Company may reopen negotiations on this listing in the future to discuss and explain modifications and/or additions to this Listing that are appropriate based on FTA guidance and/or FTA best practices. The parties also agree that the Contact Names & Numbers listed in Appendix B to the Alcohol Abuse & Controlled Substance Use Policy may be updated and modified by the Company from time to time. The Company will notify the Union of any such updates/modifications in writing.

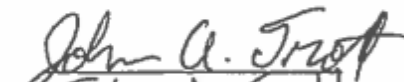
- C. The parties agree that the Employee Handbook dated November 2022, will take effect upon ratification and legislative approval, and the following policies will remain in effect:
 - 1. Preventing Violence in the Workplace Policy
 - 2. Alcohol Abuse & Controlled Substance Use Policy

48. TERM OF CONTRACT

Three (3) year contract from August 1, 2022 through July 31, 2025

Dated October 20, 2022

ATU Local 282


John A Trost
President/BA

County Area Transit System, Inc.


DANIEL M. DeLans
General Counsel