

TENTATIVE AGREEMENTS

1. Article 12 – Vacations

Modify the first sentence of the tenth paragraph to read: “It is understood that, for timing purposes, employees will receive their vacation pay as if they had worked during the time they were off on vacation.”

2. Article 15 – Bereavement

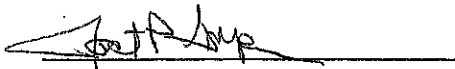
Change second sentence to read: “The three (3) days will be determined as three (3) working days within thirty (30) days from the date of death.”


3. Article 63 – Office, Clerical, Scheduling Department, Planning Department, and Customer Service Department Employees

Change the “Secretary Transportation” title to “Transportation Services Office Coordinator.”

[NOTE – this is a title change that does not change the duties of the position]

Dated: February 14, 2022-2023^{U.T.}


RTS


ATU, LOCAL 282

TENTATIVE AGREEMENTS

March 31, 2023

1. Article 20 – Excused from Work

Add new Section “C”:

“The Union agrees to meet with the Company when requested by the Company during the term of this Agreement in order to discuss implementation of an electronic system for the Layoff Book and the Layoff Slate. Such an electronic system will not be implemented unless agreed to by the parties.”

2. Article 30 - General Picks and Schedules

Add new Section “J”:

“The parties agree to meet to discuss and explore the use of an online work picking system. Such an online system will not be implemented unless agreed to by the parties.”

3. Article 47 – Revolving Board & Article 48 – Automatic Show Ups

*Modify these articles as set forth in the Memorandum of Agreement dated January 10, 2023.
New language as follows:*

“47. REVOLVING BOARD

A. All a.m. extra operators receiving eight hours or more in pieces of work or a complete run in one day, shall drop and revolve on the extra board. Working pieces of work that total less than eight hours, even though those pieces of work normally make up a complete run, would not drop an extra operator on the board for that day. Late show-up operators shall move up on the board regardless of time worked that day. Any extra operator that slips prior to 6:00 p.m. will drop on the board. The extra board will be posted at the radio controller window at **5:30 5:00 PM** for the following day and will remain posted until 3:00 PM the following day.

B. The extra board will operate as follows:

1. A.M. show-ups will be assigned beginning with the extra operator at the top of the board. P.M. show-ups will be assigned beginning with the extra operator following the last a.m. show-up or last signed up tripper, if any.

2. On Sundays and Holidays (including Jewish holidays), all A.M. runs and trippers will be assigned to the extra operators following the last A.M. show-up and before the first P.M. show-up. These pieces of work will be signed up by 3:00 P.M. of the previous day.

3. When there is an A.M. run out of an extra operator's cycle, he/she will be offered the run intact, but must work the first half if an overtime operator is not available.

4. Operators called in for extra work on their regular work day that catch a full run which conflicts with their regular work, will work only the first half. Overtime operators cannot refuse any work.

5. All day extras, if operating, will be called intact except for an emergency.

6. All late runs will be called intact except in an emergency.

7. All P.M. work shall be assigned so that the operator first up on the board shall be assigned the largest piece of work or combination of pieces of work within his/her cycle.

C. A list of A.M. and P.M. trippers shall be available in the Dispatch Office.

D. Trippers will not be prescheduled/assigned and will instead be given out through the Extra Board work (window)."

4. Article 63 – Office, Clerical, Scheduling Department, Planning Department, and Customer Service Department Employees.

Modify the first paragraph of 63(F) to read as follows:

"Office and Clerical employees will generally have a work week consisting of eight (8) hours per day, five (5) days per week with Saturdays and Sundays off. Scheduling Department and Planning Department employees will generally have a work week consisting of eight (8) hours per day, five (5) days per week. Customer Service Department employees working in the RTS Call Center will generally have a work week consisting of eight (8) hours per day, five (5) days per week with Saturday and Sundays off (Saturday and Sunday work will be at the overtime rate). Customer Service Department employees working in the Transit Center will generally have a work week consisting of eight (8) hours per day, five (5) days per week. All hours over eight (8) in a day or forty (40) in a work week will be paid at time and one-half the employee's rate of pay; except that **the Scheduling Department employees and the Manager of Scheduling and the Planning Department employees** will be paid at time and one-half of the employee's rate of pay only for hours over forty (40) in a work week. **Scheduling Department employees who are required or permitted to work additional hours during the workweek may flex their weekly hours schedule to take unpaid time off during that workweek upon mutual agreement between the employee and his/her manager.** Unless a qualified employee agrees or volunteers to work overtime, Office, Clerical, Scheduling Department, Planning Department and Customer Service Department employees may be required to work overtime, in inverse seniority order within the job classification for which overtime work is needed."

5. Article 13 - Holidays

Add new section "L":

"The Maintenance Department will post a schedule for Martin Luther King Day, Good Friday and Juneteenth for employees to sign up to work on the holiday using the same sign-up and assignment process that is used for all the other designated holidays. The Maintenance Department will post the minimum number of employees who will be required to work the holiday, but any employee whose regularly scheduled work day falls on the holiday may sign up to work even if this number exceeds the minimum number of employees posted by the Maintenance Department."

6. Article 55 – Maintenance Department

Modify section 55(D)(11) to add the language found in paragraphs "1", "2", and "3" of the Settlement Agreement dated 6/19/18.

New language to read as follows:

"11. When weekend work is offered/handed out to employees who are off Sat. & Sun., the employees on this vacation board who are off weekdays, will be able to work comparable days off. (Example – Sat. & Sun. off – work offered/handed out Sat. - Tue. & Wed. off – work offered Tue.).

The parties agree to clarify the procedure used to implement Section 55(D)(11) as follows:

In situations covered by Article 55(D)(11), an employee on the vacation board who is not off on the weekend day that weekend overtime is offered to all employees on the vacation board will be offered/handed out the weekend overtime on his or her first regularly scheduled day off in the work week following the date the weekend overtime work was offered/handed out.

For purposes of determining an employee's "first regularly scheduled day off in the work week following the date the weekend overtime work was offered/handed out" under this Agreement, an employee's work week shall be defined as Monday through Sunday.

Examples:

a. Monday-Tuesday Off. For example, if the employee's regularly scheduled days off are Monday and Tuesday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Monday after the Saturday on which the weekend overtime work was offered/handed out.

b. **Tuesday-Wednesday Off.** For example, if the employee's regularly scheduled days off are Tuesday and Wednesday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Tuesday after the Saturday on which the weekend overtime work was offered/handed out.

c. **Wednesday-Thursday Off.** For example, if the employee's regularly scheduled days off are Wednesday and Thursday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Wednesday after the Saturday on which the weekend overtime work was offered/handed out.

d. **Thursday-Friday Off.** For example, if the employee's regularly scheduled days off are Thursday and Friday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Thursday after the Saturday on which the weekend overtime work was offered/handed out.

e. **Friday-Saturday Off.** For example, if the employee's regularly scheduled days off are Friday and Saturday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Friday after the Saturday on which the weekend overtime work was offered/handed out.

f. **Non-Consecutive Days Off.** For example, if the employee's regularly scheduled days off are Monday and Sunday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Monday after the Saturday on which the weekend overtime work was offered/handed out.


By way of further example, if the employee's regularly scheduled days off are Tuesday and Friday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out overtime on the first Tuesday after the Saturday on which the weekend overtime work was offered/handed out.

Effect of Vacation. If an employee on the vacation board who is not off on the weekend day that weekend overtime is offered to all employees on the vacation board has vacation scheduled on the date which he would be offered/handed out weekend overtime pursuant to Article 55(D)(11) and as described in above, he shall be offered/handed out such overtime on his first regularly scheduled day off in the first full work week following his return from vacation.

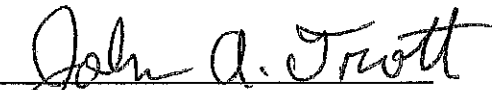
For example, if an employee's regularly scheduled days off are Thursday and Friday, and his whole vacation board is offered/handed out weekend overtime work on Saturday, he will—pursuant the above language in this Section —be offered/handed out the overtime on the first Thursday after the Saturday on which the weekend overtime work was offered/handed out. If the employee is on vacation on that Thursday (the first Thursday

following the weekend overtime work), he shall be offered/handed out the overtime on the first Thursday following his return from vacation.

Effect of Holidays. When an employee on the vacation board who is not off on the weekend day that weekend overtime is offered to all employees on the vacation board is offered/handed out weekend overtime work pursuant to Article 55(D)(11) and as described above in this Section, and the date on which that work would be offered/handed out pursuant to Article 55(D)(11) and as described above in this Section is a holiday, that employee shall be offered/handed out such overtime on his first regularly scheduled day off in the first full workweek following that holiday.”



RTS



ATU/LOCAL 282

TENTATIVE AGREEMENTS

May 25, 2023

1. Article 55 – Maintenance Department

Modify Article 55(S) to read as follows:

“Only garage employees do garage work, but all employees in the Mechanical and Fare Box categories shall be able and permitted to tighten or replace missing grab rail screws; remove and replace/re-install bumpers from buses in order to remove the engine, **Energy Storage System Enclosure, Fuel Cell** and/or perform diagnostic, troubleshooting or repair work on the engine, **Energy Storage System Enclosure, Fuel Cell**; remove and replace/re-install all bus panels (which includes, but is not limited to, ceiling panels, side panels, interior and exterior panels) in order to perform diagnostic, troubleshooting or repair work; remove and replace/re-install all fasteners on buses (which includes, but is not limited to, nutserts, rivets, screws, bolts, clamps etc.); perform repairs to air lines in driver’s seats; remove and replace/re-install seats on buses in order to perform diagnostic, troubleshooting or repair work on the engine and/or **the articulated bus joint section of the bus**; remove and replace/re-install floor plates for purposes of diagnostic, troubleshooting or repair work **to the articulated bus joint section of the bus**; remove and replace/re-install the lift pan for purposes of diagnostic, troubleshooting or repair work on bus lifts; drill holes; re-size openings for exhaust pipes; remove and replace/re-install the laced accordion portion of **the articulated bus joint section of the bus (any damage of the lacing and/or curtain needing repair or complete replacement will remain in the body shop)**; start and jump start buses (with the exception of the employees assigned to the paint booth/painters). The employees on the Body Shop vacation board will perform the work tasks stated in this paragraph when performed in order to repair structural damage to buses that was the result of a collision or other incident causing structural bus damage.”

[The second paragraph of Article 55(S) will remain unchanged.]

2. RTS Withdraws Proposal 31 (Article 55(D)(14))

3. Article 31 – Line Picking

Replace Section “D” with the following:

For operators with runs who have been absent for 5 working days, for any reason, the following shall apply: The affected runs will be available on the extra hold board for picking on a weekly basis. Operators returning from extended absences will immediately return to their bid runs and the Extra Board Operator will return to the bottom of the


Extra Board. This will be the practice even if the regular operator returns in the middle of the work week.


4. **New Article – Operator Recognition Program**

The Union and the Company agree to form a committee to discuss and explore a recognition program for bargaining unit employees.

5. **New Article – Electronic Records and Forms**

Upon prior notice by the Company, all employees will be required to use the UKG application (or such other electronic application as the Company may designate), in lieu of paper forms, for all purposes related to forms utilized by the People Department and the Payroll Department (e.g., benefit enrollment forms, payroll forms, occupational health forms, etc.). If an employee needs assistance with the UKG or other electronic application such assistance will be provided by the People Department or the Payroll Department.


RTS


ATU, LOCAL 282

TENTATIVE AGREEMENT

August 7, 2023

1. Wages – Specific Titles

A. Fixed Route Scheduler

Eliminate Progression – all current and future employees to be paid as follows:

2023 - \$27.88

2024 - \$28.86

2025- \$29.72

[To be effective on same dates that other agreed-upon contractual wage changes take effect]

B. Senior Scheduler

Eliminate progression – all current and future employees to be paid as follows:

2023 - \$32.52

2024- \$33.66

2025- \$34.67

[To be effective on same dates that other agreed-upon contractual wage changes take effect]

C. Master Electrician

The new “Master Electrician” title will be paid at the top rate applicable to Technician I (with no progression).

[To be effective on same dates that other agreed-upon contractual wage changes take effect]

2. Company Non-Economic Proposal 12: Attendance Memorandum of Agreement

I. Modify the Memorandum of Agreement as follows:

a. *Add the following to the existing fourth paragraph in Section 2(i):*

“Notwithstanding the above, the 12-month period (365 days)’, the ‘12 months (365 days)’ period, and the ‘twelve month period’ referenced in this paragraph and throughout this Memorandum of Agreement shall be paused during any period(s) of absence* (for any reason other than an on-the-job injury for which the employee receives Workers’ Compensation benefits) of thirty one (31) or more consecutive days.** In the event an

employee claims a period of absence is the result of an on-the-job injury and files a claim for Workers' Compensation benefits related to that injury, RTS will treat the associated period of absence as being due to an on-the-job injury for which the employee receives Workers' Compensation benefits for purposes of this Article; however, in the event of a later determination by the Workers' Compensation Board that finds the employee did not suffer an on-the-job injury for which the employee receives Workers' Compensation benefits, RTS will retroactively apply the provisions of this Article as appropriate for an absence due to reasons other than an on-the-job injury.

*Applicable only to periods of absence that begin after ratification and legislative approval of this Agreement [INSERT DATE].

** After an employee is cleared by their personal physician to return to work (where applicable) any time spent waiting to visit the Company's physician/provider will not count toward the thirty one (31) consecutive day period of absence if the employee is cleared by the Company's physician/provider once the employee visits with the Company's physician/provider at the end of that waiting period, provided that the employee immediately notifies the Company that he or she has been cleared by their personal physician on the same day such clearance is issued. However, where an employee is cleared by their personal physician to return to work (where applicable), and he or she spends time waiting to visit the Company's physician/provider, such time will count toward the thirty one (31) consecutive day period of absence if the employee is not cleared by the Company's physician/provider once the employee visits with the Company's physician/provider at the end of that waiting period."

b. *Add the following to the existing second paragraph of Section 2(ii):*

"Notwithstanding the above, the 'three consecutive months' period referenced in this paragraph shall be paused during any period(s) of absence* (for any reason other than an on-the-job injury for which the employee receives Workers' Compensation benefits) of thirty one (31) or more consecutive days.** In the event an employee claims a period of absence is the result of an on-the-job injury and files a claim for Workers' Compensation benefits related to that injury, RTS will treat the associated period of absence as being due to an on-the-job injury for which the employee receives Workers' Compensation benefits for purposes of this Article; however, in the event of a later determination by the Workers' Compensation Board that finds the employee did not suffer an on-the-job injury for which the employee receives Workers' Compensation benefits, RTS will retroactively apply the provisions of this Article as appropriate for an absence due to reasons other than an on-the-job injury.

*Applicable only to periods of absence that begin after ratification and legislative approval of this Agreement [INSERT DATE].

** After an employee is cleared by their personal physician to return to work (where applicable) any time spent waiting to visit the Company's physician/provider will not count toward the thirty one (31) consecutive day period of absence if the employee is

cleared by the Company's physician/provider once the employee visits with the Company's physician/provider at the end of that waiting period, provided that the employee immediately notifies the Company that he or she has been cleared by their personal physician on the same day such clearance is issued. However, where an employee is cleared by their personal physician to return to work (where applicable), and he or she spends time waiting to visit the Company's physician/provider, such time will count toward the thirty one (31) consecutive day period of absence if the employee is not cleared by the Company's physician/provider once the employee visits with the Company's physician/provider at the end of that waiting period."

c. *Add the following to the existing paragraph of Section 2(vii):* "Notwithstanding the above, the 'three (3) month period' and the 'three (3) consecutive months' period referenced in this paragraph shall be paused during any period(s) of absence* (for any reason other than an on-the-job injury for which the employee receives Workers' Compensation benefits) of thirty one (31) or more consecutive days.** In the event an employee claims a period of absence is the result of an on-the-job injury and files a claim for Workers' Compensation benefits related to that injury, RTS will treat the associated period of absence as being due to an on-the-job injury for which the employee receives Workers' Compensation benefits for purposes of this Article; however, in the event of a later determination by the Workers' Compensation Board that finds the employee did not suffer an on-the-job injury for which the employee receives Workers' Compensation benefits, RTS will retroactively apply the provisions of this Article as appropriate for an absence due to reasons other than an on-the-job injury.

*Applicable only to periods of absence that begin after ratification and legislative approval of this Agreement [INSERT DATE].

** After an employee is cleared by their personal physician to return to work (where applicable) any time spent waiting to visit the Company's physician/provider will not count toward the thirty one (31) consecutive day period of absence if the employee is cleared by the Company's physician/provider once the employee visits with the Company's physician/provider at the end of that waiting period, provided that the employee immediately notifies the Company that he or she has been cleared by their personal physician on the same day such clearance is issued. However, where an employee is cleared by their personal physician to return to work (where applicable), and he or she spends time waiting to visit the Company's physician/provider, such time will count toward the thirty one (31) consecutive day period of absence if the employee is not cleared by the Company's physician/provider once the employee visits with the Company's physician/provider at the end of that waiting period."

d. *Modify the first paragraph of Section 2(i) to read as follows:* "A 'Sick Time Occurrence' is a day of unpaid sick time absence for a scheduled work day (whether partial day or full day and whether consecutive or not). For purposes of this Agreement, one (1) day or two (2) consecutive days of unpaid sick time absence (whether partial or full day) will be counted as one (1) occurrence; three (3) consecutive days of unpaid sick

time absence (whether partial or full day) will be counted as two (2) occurrences; and four (4) or more consecutive days of unpaid sick time absence (whether partial or full day) will be counted as four (4) occurrences. Any sick days for which an employee is paid through use of accrued sick time will not count as a 'Sick Time Occurrence.'

Any days for which an employee is approved for and receiving NYS Disability Benefits or NYS Workers' Compensation Benefits, or has been removed from service due to Article 19-A, will not count as a 'Sick Time Occurrence.' The parties agree that when an employee's application for NYS Disability Benefits or NYS Workers' Compensation Benefits is pending, the time period for filing charges in Article 6(A) with respect to these days will be paused and stayed until a final determination on such application for benefits is issued."

II. In addition to the above changes, effective upon ratification and legislative approval, all employees will have four (4) attendance occurrences removed from their attendance disciplinary record, which will include the three oldest occurrences and the most recent occurrence (and those employees with less than four (4) attendance occurrences at the time of ratification and legislative approval will have all of their occurrences (if any) removed from their attendance record at the time of ratification and legislative approval).

3. **Union Proposal 9 - Article 46.** Delete Article 46 (Idle Time) and replace with the following:

Article 46 (Show-Up Time). Operators who are held for show ups to protect the board will be paid for all time held at their applicable rate.

4. **Union Proposal 9- Article 47.** Amend Article 47 as follows:

- a. Article 47(B)(1) to read as follows: "A.M. assignments will begin with signed-up all day Extra Operators at the top of the Board, followed by signed-up A.M. runs, followed by A.M. show-ups, then P.M. show-ups."
- b. Article 47(B)(2) to read as follows: "All A.M. runs will be assigned to the extra operators following the all day extras. These runs will be signed up by 5:30 p.m. of the previous day."

5. **Union Proposal 9 - Operator Work Rules.**

- a. Rule #8. If there is an insufficient work force to sign up all the runs, at least one early-show up will be assigned and at least one run will be signed up. (Also, at least one signed-up charter, if any).
- b. Rule #15. Any late show-up may, with the dispatcher's approval, take a late run and leave. This operator waives any claim for time.

- c. Rule #17. P.M. work will be handed out by the following order: Runs, then most amount of work in cycle. Dispatchers will hand out work when there is a run or piece of work that needs to be called.
- d. Rule #48. The Company will not assign any open work to Overtime Operators in the a.m., except for on weekends and holidays, when a.m. work will be given out in advance. All work shall be given out by the time out in the a.m. When calling to assign a.m. weekend or holiday overtime, the Operator will be given the option of accepting the work offered, or accepting a show-up (if available). The Company reserves the right to determine how many show-ups are available per day.

6. **Company Non-Economic Proposal 14: New Article – Small Vehicle Operators – Spares**

1. Spares can be kept up to 10 hours from their show-up time. Work will be given out by time out starting with the earliest SVO show-up, provided that the shift fits within 10 hours of the SVO's show-up time. If one or more spares have the same show-up time:

a. And there is more than one piece of work to choose from, then the senior SVO has the right to choose which work they do.

b. And there is just one piece of work, the senior SVO gets to pick between that work and remaining a spare. Remaining a spare means they will get the next piece of work that comes in that finishes within 10 hours of their show-up time.

2. When there is an open full time 8-hour run that cannot be covered by a spare and needs to go out as overtime, the shift will be split into two pieces of work that are four hours each. SVO's who are available will be asked by seniority if they are interested in working either overtime shift. Day off SVO's can work both halves if they so choose and may also work a third half, to be chosen by seniority, if such work is available. SVO's are not eligible for an overtime shift if working it would cause them to violate the 8-hour rule or 7-day rule.

7. **Union Proposal 4 and RTS Economic Proposal 5: Article 18 – Sick and Personal Time**

A. *Replace section 18(A), third paragraph, with the following:*

“In addition to the sick leave provision, employees will receive personal time as follows: Newly hired employees, for use during their first year of employment with RTS, will be granted two (2) personal days upon hire. Thereafter, employees will be granted two (2) personal days on their anniversary date.”

B. *Add the following to section 18(A):* “Employees will accrue two (2) additional sick days on anniversary date. (This is in addition to the monthly accrual.) These two (2) additional sick days may also be used as personal days.

C. *Section 18(B)*: Modify to read: "Sick time may be accumulated up to one hundred twenty (120) days. Any unused accumulation of paid sick leave shall be cancelled upon termination of an employee's service with the Company, whether voluntary or otherwise, except that an employee at the time of retirement shall be paid for 100% of the number of days of unused accumulated sick leave, up to a maximum payout of four hundred (400) hours, at the employee's daily rate of pay in effect at the time of retirement. After 15 years of service, fifty (50) percent pay for unused sick leave upon termination of service up to a maximum of four hundred (400) hours. Sick leave payout is forfeited if involuntary termination occurs.

As an exception to the above, any bargaining unit employee who has an accumulation of 900 or more sick time hours at the time of ratification and legislative approval shall, upon meeting the criteria in this Article, be eligible for the greater of: payment for 50% of the employee's total sick time accumulation up to a maximum of 480 hours, or 100% of the employee's total sick time accumulation up to a maximum of 400 hours."

D. *Section 18(C)*: Add the following to the existing language and delete the existing final sentence: "All employees shall have the option to use sick and personal time in ½ day or full day increments. In the case of fixed route Bus Operators, however, the employee may only use sick and personal time in a ½ day increment if the employee uses the time to miss a full piece of work (or two full pieces of work) that equal four or more work hours, and in such case the employee will only be compensated for four (4) hours of sick or personal time. Also, in such case, the Bus Operator who uses a sick or personal time in a ½ day increment will lose the eight (8) hour guarantee.

The parties agree that this provision for use of sick and personal time in ½ day increments, as it applies to Bus Operators, will not become effective until the Company's software system is updated and can capture and track this new benefit and such update will occur within nine (9) months after ratification and legislative approval."

8. Union Proposal 5: Article 25 – Work Week Regular Operators

Modify "C" to read: "C. Bus Operators who work three-tricker runs will be provided with a .75/hour differential for all time operating a bus on a three-tricker."

9. Union Proposal 6: Article 27 – Guaranteed Runs

Modify second and fourth paragraphs to reference: "Maximum 12.5 hour cycle."

[Unless otherwise specifically stated above, all changes are effective at ratification and Board approval]

Amalgamated Transit Union, Local 282

Regional Transit Service, Inc.

By: 

By: 

MEMORANDUM OF AGREEMENT

The parties have reached a tentative agreement on August 7, 2023, related to, among other things, changes to the Attendance Memorandum of Agreement that is attached to the Collective Bargaining Agreement. In order to confirm and memorialize the intent of these changes for the future, the parties agree that the following examples display how these changes should be applied in the examples below.

This Memorandum of Agreement should be read in conjunction with, and in reference to, the Tentative Agreement dated August 7, 2023.

a. *With respect to changes to the existing fourth paragraph in Section 2(i):*

For purposes of example only: an employee who was hired on January 1, 2019 and reached Step 3 (1-day suspension) of the Attendance Discipline Process on May 15, 2019 due to a Sick Time Occurrence or an Unapproved Absence Occurrence on that day; the employee is absent from work from January 1, 2020 through February 29, 2020 (60 days) due to FMLA illness. The employee incurs a Sick Time Occurrence or an Unapproved Absence Occurrence on June 30, 2020. In this case, the Company will review the employee's attendance record for the period of 425 days (i.e., 365 days plus 60 days) prior to June 30, 2020 to determine the number of Sick Time Occurrences and/or Unapproved Absence Occurrences during that period (including the most recent Sick Time Occurrence or Unapproved Absence Occurrence) and to determine the level of discipline.

b. *With respect to the changes to the existing second paragraph of Section 2(ii):*

For purposes of example only: an employee who was hired on January 1, 2019 slipped and reached Step 3 (1-day suspension) of the Attendance Discipline Process on May 15, 2019; the employee is absent from work from May 20, 2019 through July 15, 2019 (57 days) due to FMLA illness. In this case, the employee will not move back one step in the attendance discipline process until October 11, 2019. (i.e., 3 consecutive months plus 57 days) if he does not slip again after May 15, 2019.

c. *With respect to the changes to the existing paragraph of Section 2(vii):*

For purposes of example only: an employee who was hired on January 1, 2019 was tardy three (3) times between February 1 and February 15 of 2019. The employee is absent from work from March 1, 2019 through April 30, 2019 (61 days) due to FMLA illness. The employee is next tardy on June 15, 2019. In this case, the employee will be deemed to have four (4) tardy occurrences within a three (3) month period and will progress one (1) step in the attendance disciplinary process. Also for purposes of example only: an employee who was hired on January 1, 2019 reached Step 3 (1-day suspension) of the Attendance Discipline Process on May 15, 2019 due to a tardy occurrence that day; the employee is absent from work from May 20, 2019 through July 15, 2019 (57 days) due to FMLA illness. In this case, the employee will not move back one step in the attendance

discipline process until October 11, 2019 (i.e., 3 consecutive months plus 57 days) if he is not again tardy after May 15, 2019.

Amalgamated Transit Union, Local 282

By: John A. Frett

8/17/2023
Date

Regional Transit Service, Inc.

By: Donna J. Schapp

8/17/2023
Date

FINAL TENTATIVE AGREEMENT
BETWEEN
REGIONAL TRANSIT SERVICE, INC.

AND

ATU, LOCAL 282

October 23, 2023

This final tentative agreement constitutes the changes to the expired January 1, 2020 – December 31, 2022 collective bargaining agreement and will set the terms for a new collective bargaining agreement with a term of January 1, 2023 – December 31, 2026, subject to ratification by the ATU bargaining unit and ratification/approval by the RGRTA Board of Commissioners. All changes are effective upon ratification and approval (meaning the first date that both of these actions are complete), unless specifically stated otherwise in writing below. Any and all terms of the expired January 1, 2020 – December 31, 2022 collective bargaining agreement not specifically addressed in this Final Tentative Agreement shall remain unchanged. All proposals made by either party that are not addressed in this final tentative agreement are withdrawn.

The ATU bargaining committee will recommend ratification of this Final Tentative Agreement to the membership.

1. Wages – Articles 51, 56, 57, 59(I), 63(D)

A. General Increases

- 3.75% increase to contract rates – effective 1/1/23.
- 3.5% increase to contract rates - effective 1/1/24.
- 3.25% increase to contract rates - effective 1/1/25.
- 3% increase to contract rates – effective 1/1/26

[These general increases apply to all employees who are not impacted by the New/Revised Progressions in sub-section "B" below.]

B. New/Revised Progressions For Certain Positions

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>Bus Operator-</u>				
0-12 Months	26.92	27.86	28.77	29.63
13-24 Months	27.81	28.78	29.72	30.61
25-36 Months	28.71	29.71	30.68	31.60
37-48 Months	29.79	30.83	31.83	32.79
49-60 Months	30.86	31.94	32.98	33.97
61-72 Months	31.94	33.06	34.13	35.16
73-84 Months	33.02	34.18	35.29	36.35
85-96 Months	34.45	35.66	36.81	37.92
Over 96 Months	35.89	37.15	38.35	39.50
<u>Small Vehicle Operator-</u>				
0-12 Months	21.01	21.75	22.45	23.13
13-24 Months	22.01	22.78	23.52	24.23
25-36 Months	22.76	23.56	24.32	25.05
37-48 Months	23.51	24.33	25.12	25.88
49-60 Months	24.26	25.11	25.93	26.70
Over 60 Months	25.01	25.89	26.73	27.53
<u>Technician 1-</u>				
0-12 Months	26.37	27.29	28.18	29.03
13-24 Months	30.14	31.19	32.21	33.17
25-36 Months	33.91	35.10	36.24	37.32
Over 36 Months	37.68	39.00	40.27	41.48
<u>Technician 2-</u>				
0-12 Months	25.75	26.65	27.52	28.34
13-24 Months	29.42	30.45	31.44	32.38
25-36 Months	33.11	34.27	35.38	36.44
Over 36 Months	36.78	38.07	39.30	40.48
<u>Technician 3-</u>				
0-12 Months	25.33	26.21	27.06	27.88
13-24 Months	28.94	29.95	30.92	31.85
25-36 Months	32.56	33.70	34.79	35.84
Over 36 Months	36.18	37.44	38.66	39.82

Tire Technician-

0-12 Months	22.26	23.04	23.79	24.50
13-24 Months	24.73	25.60	26.43	27.22
25-36 Months	28.27	29.26	30.21	31.12
37-48 Months	31.80	32.91	33.98	35.00
Over 48 Months	35.34	36.58	37.77	38.90

Truck Driver-

0-12 Months	22.35	23.13	23.88	24.60
13-24 Months	25.54	26.43	27.29	28.11
25-36 Months	28.74	29.75	30.71	31.63
Over 36 Months	31.92	33.04	34.11	35.13

Bus Placer-after 3/7/13

0-12 Months	20.05	20.75	21.43	22.07
13-24 Months	20.75	21.48	22.17	22.84
25-36 Months	21.70	22.46	23.19	23.89
37-48 Months	22.64	23.43	24.19	24.92
Over 48 Months	23.58	24.41	25.20	25.95

Bus Washer-after 3/7/13

0-12 Months	19.46	20.14	20.80	21.42
13-24 Months	20.15	20.86	21.53	22.18
25-36 Months	21.07	21.81	22.52	23.19
37-48 Months	21.98	22.75	23.49	24.19
Over 48 Months	22.90	23.70	24.47	25.21

Laborer-after 3/7/13

0-12 Months	19.46	20.14	20.80	21.42
13-24 Months	20.15	20.86	21.53	22.18
25-36 Months	21.07	21.81	22.52	23.19
37-48 Months	21.98	22.75	23.49	24.19
Over 48 Months	22.90	23.70	24.47	25.21

Secretary of Maintenance-

0-12 Months	19.77	20.46	21.13	21.76
13-24 Months	21.30	22.05	22.76	23.44
25-36 Months	23.97	24.81	25.62	26.38
Over 36 Months	26.63	27.56	28.46	29.31

Transportation Services Office Coordinator-

0-12 Months	19.77	20.46	21.13	21.76
13-24 Months	22.60	23.39	24.15	24.88
25-36 Months	25.43	26.32	27.18	27.99

Over 36 Months	28.25	29.24	30.19	31.09
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Planning-

Transportation Planner II	31.14	32.23	33.28	34.28
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C. Other

- Planner I: pay rate is 80% of the Planner II rate.
- Customer Service starting rate - \$18.00 [Note: all current employees move to this rate at ratification/approval, or receive 3.75%, whichever is greater]
- All Bus Washers, Laborers and Bus Placers employed by the Company at the time of ratification will move to the top rate for their job title effective January 1, 2023.

2. Article 61 – Pension and Retirement Benefits

Section 61(C)(3):

Modify the sentence that states “Effective for employees who retire on or after January 1, 2020:” to read “Effective for employees who retire on or after January 1, 2020, but before July 1, 2024:”

Add the following new paragraphs:

Effective for employees who retire on or after July 1, 2024, but before January 1, 2025:

- a. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$67.50, except as set forth below.
- b. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$79.00 for those who retire with more than 25 years of credited service.
- c. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$71.50 for those who retire with more than 15 years, but less than 25 years, of credited service.

Effective for employees who retire on or after January 1, 2025, but before January 1, 2026:

- a. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$70.00, except as set forth below.

- b. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$85.00 for those who retire with more than 25 years of credited service.
- c. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$75.00 for those who retire with more than 15 years, but less than 25 years, of credited service.

Effective for employees who retire on or after January 1, 2026:

- a. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$71.00, except as set forth below.
- b. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$86.00 for those who retire with more than 25 years of credited service.
- c. The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$76.00 for those who retire with more than 15 years, but less than 25 years, of credited service.

3. Article 11 – Insurance

Add the following to section 11(C):

“Bargaining unit employees may opt to participate in a Flexible Spending Account (FSA) offered by the Company. So long as permitted by applicable law and regulations, FSA funds will be used prior to the utilization of Health Reimbursement Account (HRA) funds.”

4. Article 64 – Term of Contract

January 1, 2023 – December 31, 2026

[NOTE – only the wage increases effective on January 1, 2023 are retroactive]

5. Article 11 – Life Insurance

Increase coverage to \$50,000.

6. Article 54 – Part-Time Operators

Add to Section A:

Section 11(H) – Vision Care

Section 12 – Vacations. (Effective on the January 1 after ratification and Board approval: paid at the number of hours the employee would have worked based on his/her assignment; maximum accrual of 3 weeks) * will also apply to part-time SVOs

7. Article 55 – Maintenance Tool Allowance

D.14.U = Increase to \$79 per month effective 1.1.24 (or on ratification/approval if after this date)

8: Article 58 – Maintenance Uniforms/Coat Allowance

Uniform Allowance – Effective upon ratification/approval, the Company will contribute \$14 per week per week for a maintenance department uniform. If the negotiated uniform allowance (\$14 per week) exceeds the actual per person cost of the uniform vendor contract, the Company shall retain the excess.

Coat Allowance – Increase to \$150 every 5 years effective upon ratification/approval.

9. Article 52 – Uniform Allowance

Increase to \$275 per calendar year upon ratification/approval.

10. Article 58 – Maintenance Shoe Allowance

Increase shoe allowance to \$180 per year effective upon ratification/approval.

11. Article 32 – Overtime Work

Add the following to the existing language in Section A:

“Notwithstanding the above, the Company reserves the right to mandate that employees attend training conducted by or on behalf of the Company (both in-person and online). Such training will occur no more than two (2) times per year, per individual employee. Mandated training will not exceed five (5) hours per session. The Company will offer affected employees at least four (4) identical training sessions with at least two (2) being weekdays and employees may choose one of these sessions to attend (first come, first served, subject to available slots at each session). Such time spent in attendance at training will be paid at the rate of time and one-half.”

12. Substance Abuse Policy

The Union and the Company agree to form a committee to discuss and explore potential changes to the 1995 Substance Abuse Policy, including but not limited to changes required to ensure legal compliance.

13. Article 22 – Seniority Rights

Add new section "E":

E. The following shall apply when an employee transfers to a position in a different department within RTS:

1. The employee shall retain Company seniority for purposes of vacation, sick days, personal days, anniversary day, and holidays. However, the employee's Company seniority shall not be retained or applied for purposes of pay rate determination or progression after the transfer.
2. Time spent as a Trainee as part of the transfer process shall count for purposes of Company seniority, and the employee shall be considered a bargaining unit employee represented by the union during such time spent as a Trainee. However, new hire Trainees (i.e., not an employee who is transferring to a different department within RTS) are not in the bargaining unit represented by the Union and are not covered by this Collective Bargaining Agreement.
3. Pay rates for SVO employees who successfully become a Bus Operator will be determined in accordance with "Memorandum of Agreement – Reimagine RTS Project," rather than in accordance with this Article. Likewise, pay rates for RTS Operators and Maintenance employees who successfully transfer to SVO positions will be determined in accordance with "Memorandum of Agreement – Reimagine RTS Project," rather than in accordance with this Article.

[The parties agree to meet as needed and as soon as practicable for the purpose of reviewing and resolving all pending grievances that relate to the issues addressed by this Article 22 change in language.]

14. Article 55 and 56 – Maintenance Department

Add new position titled "Master Electrician" in the Mechanical category (separate from Tech 1).

15. Article 55 – Maintenance Department

Modify Article 55(D)(9) to add the following to the existing language:

"The Company has the right, twice per calendar year, to change an individual's schedule/day off for training purposes for no more than five days within a work week when trainers from outside organizations are conducting training at RTS. If there are training opportunities above the two times per calendar year the employee may agree to a change in the schedule/day off to take advantage of the training opportunity. The individual will receive at least two weeks prior notice of the change. Employees that have their days off and/or hours changed for the purpose of training will remain on their respective vacation boards for any open work that may be offered."

16. Article 54 – Part-Time Operators

Add the following to section K:

"Effective January 1, 2023, all part-time employees hired prior to April 1, 1999 will be credited with pension credits after one (1) year of service for time employed."

17. New Article – Potential Changes to Starting Rates

In the event RTS determines a need to increase the starting rates for one or more positions covered by this Agreement, RTS will - after written notification to the Union - implement such starting rate increase to one of the rates associated with a step on the relevant position progression for new hires in the relevant position and will ensure that any current employee in that position who is at that time paid a base hourly rate below the new increased starting rate is provided with a base hourly rate increase to ensure the employee's base hourly rate matches the new starting rate.

Any increased rate provided to a new hire and/or to a current employee pursuant to this Article shall not change that employee's placement on the applicable service progression.

In the event RTS determines that it will reinstate the starting rates stated in this Agreement after an increase to starting rates pursuant to this Article, RTS will notify the Union in writing prior to such change. Any employee provided with a base rate increase pursuant to this paragraph shall not experience a later pay decrease, regardless of whether the starting rates stated in this Agreement are reinstated.

This Article shall remain active for the life of this Agreement.

18. Signed Tentative Agreements

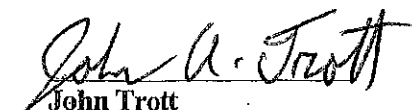
All tentative agreements signed by both parties in the negotiations leading to this Final Tentative Agreement are hereby incorporated into and included in this Final Tentative Agreement. These include Tentative Agreements signed on the following dates: August 7, 2023, February 14, 2023, March 31, 2023, May 25, 2023.

The following portions of the August 7, 2023 tentative agreement will take effect with the pick after ratification:

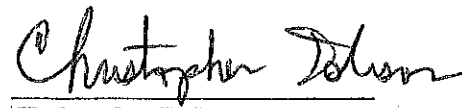
- August 7, 2023 – Article 46, Article 47, Operator Work Rules, SVO Spares, Article 27

Dated: October 23, 2023

ATU Local 282


John Trott
President/Business Agent

Regional Transit Service, Inc.


Christopher Dobson
Chief Operations Officer