

FINAL TENTATIVE AGREEMENT

BETWEEN

LIFT LINE, INC.

AND

ATU, LOCAL 282

October 15, 2024

*This final tentative agreement constitutes the changes to the August 5, 2021 – December 31, 2024 collective bargaining agreement and will set the terms for a new collective bargaining agreement with a term that expires on **December 31, 2027**, subject to ratification by the ATU bargaining unit and ratification/approval by the RGRTA Board of Commissioners. **All changes are effective at the start of the first full pay period after Board approval, unless specifically stated otherwise in writing below (no retroactivity and not applicable to former employees).** Any and all terms of the expired August 5, 2021 – December 31, 2024 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 All proposals made by either party that are not addressed in this final tentative agreement are withdrawn.*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, 55, 57, 62 (effective the first full pay period that begins after Board approval – not retroactive or applicable to any former employees):

Add the following language to Articles 51, 55, 57 and 62:

“Employees who transfer to a different position in the bargaining unit shall be credited with their time in service with the Company when determining their wage schedule.”

Article 51 - Bus Operators:

For Bus Operators hired on or after 6/6/13: Move to a new 48 Month Progression:

0-12 Months	\$21.16
13-24 Months	\$22.25
25-36 Months	\$23.49
37-48 Months	\$24.74
Over 48 Months	\$27.50

1/1/26 – 3.25% increase

1/1/27 – 3.25% increase

Article 51 - Mechanics:

For mechanics hired on or after 6/6/13: Move to a new 48 month progression:

0-12 Months	\$27.75
13-24 Months	\$28.63
25-36 Months	\$29.50
37-48 Months	\$30.38
Over 48 Months	\$33.24

1/1/26 – 3.25% increase

1/1/27 – 3.25% increase

Article 55 - Vehicle Service:

Wages will remain 10% below drivers' schedule.

Article 57 - Purchasing:

For Purchasing employees hired on or after 6/6/13: Move to a new 48 month progression:

0-12 Months	\$21.50
13-24 Months	\$21.94
25-36 Months	\$23.12
37-48 Months	\$24.31
Over 48 Months	\$27.26

1/1/26 – 3.25% increase

1/1/27 – 3.25% increase

Article 62 – Sedan Driver:

Implement same progression as Bus Operator and update rates based on 85% language.

2. Article 15 – Life Insurance

Increase life insurance to \$50,000.

3. Article 24 - Bereavement Leave

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.”

4. Article 30 – Excused from Work

Add a new section to the existing language:

“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. Such an electronic system will not be implemented unless agreed to by the parties.”

5. Article 32 – Guarantee Time

Revise to read as follows:

“All full-time employees will be guaranteed either eight (8) or ten (10) hours of pay daily based on their general pick as outlined in Article 40. If an employee works more than eight (8) or ten (10) hours (whichever is applicable), the time worked over eight (8) or ten (10) hours (whichever is applicable) will not count toward, nor be applied towards, any other day’s guarantee. It is understood that the eight (8) hours guarantee is based on a five (5) day work week with a guaranteed forty (40) hours per week, provided the employee performs his/her scheduled work for the week. It is understood that the ten (10) hours guarantee is based on a four (4) day work week with a guaranteed forty (40) hours per week, provided the employee performs his/her scheduled work for the week.”

6. Article 33 – Overtime Pay

Modify Section 2, first sentence to read as follows:

“The Company will call to offer unscheduled work to the Bus Operators by 3:00 pm five (5) days prior by seniority (for example, calls will be made by 3:00 pm Monday for Saturday unscheduled work).”

7. Article 38 – Trading Work Shifts

Revise to read as follows:

“Employees may, with Company approval, be allowed to temporarily trade work shifts, which may include trades between 10-hour and 8-hour shifts, provided that the trade occurs within the same work week. An employee who trades a 10-hour shift for an 8-hour shift will be deemed to have waived his or her Guarantee Time outlined in Article 32. All requests to trade work shifts must be submitted to the Company at least three (3) calendar days prior to the day of the at-issue work shift.”

8. New Article – Potential Changes to Starting Rates

“In the event RTS Access determines a need to increase the starting rates for one or more positions covered by this Agreement, RTS Access 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 Access determines that it will reinstate the starting rates stated in this Agreement after an increase to starting rates pursuant to this Article, RTS Access 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.

In addition, due to the market conditions impacting the hiring of Mechanics, RTS Access reserves the right to place newly hired Mechanics at any step of the “Mechanic” progression in Article 51, up to the “25 – 36 months” step, that is appropriate based on that new hire’s prior, outside experience as a Mechanic.

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

9. Article 52 – Pension

Modify article to add the following language effective January 1, 2025, and for retirements that occur after January 1, 2025:

“Effective January 1, 2025 and for retirements that occur after this date:

The pension multiplier will be 1.65% of the compensation earned by the member during each year subsequent to April 1, 1992 in which the member is credited with service.

The following applies only to those employees with more than 10 years of continuous service with Lift Line, Inc. at the time of retirement, and the following applies only to retirements that occur after January 1, 2025:

The pension multiplier will be 1.85% of the compensation earned by the member during each year of employment by the member that occurred more than 10 years prior to the date of retirement. [For example, for an employee who retires with 20 years of continuous service, the 1.85% multiplier would be applicable to 10 years of service, while the current multiplier (1.65%) would apply to 10 years of service.]

The pension multiplier will be 1.95% of the compensation earned by the member during each year of employment by the member that occurred more than 20 years prior to the date of retirement. [For example, for an employee who retires with 27 years of continuous service, the 1.95% multiplier would be applicable to 7 years of service, the 1.85% multiplier would be applicable to 10 years of service, while the current multiplier (1.65%) would apply to 10 years of service.”

Contributions:

Modify the existing language to include:

“Effective January 1, 2025, Employer contribution is increased to 3.1%. In no event shall the Employer’s contribution exceed 3.1%.”

[Remaining contribution language unchanged]

[Remaining language in this Article remains unchanged]

10. Article 63 – Free Transportation

Modify to read as follows:

“Active RTS Access employees will receive a bus pass that permits free transportation on the RTS Monroe fixed route service and on the RTS Monroe on-demand service. Employees riding on free transportation shall not occupy seats to the exclusion of revenue passengers.”

11. New Article - Paid Time Off (PTO) Program (effective 1/1/25)

The Annual PTO accrual schedule is as follows:

<u>Years of Service</u>	<u>Full-time</u>	<u>Part-time</u>
	<u>Annual</u>	<u>Annual</u>
	<u>Accrual</u>	<u>Accrual</u>
Under 90 Days	0	0
90 Days until 1 Year	48	12
1 year	168	32
2 - 5 years	208	32
6 - 12 years	248	32
13 - 24 years	288	32
25 - 28 years	328	32
29 or more years	368	32

- 100% of PTO annual accrual is earned and credited in January of each year, based on years of service at that time.
- Unused PTO carried over, within the limitations in this paragraph. Maximum PTO accrual and carryover is 768 hours for full-time employees. Maximum PTO accrual and carryover is 32 hours for part-time employees. (Pro rated for part-time).
- When a part-time employee transfers to full-time status, all accrued but unused PTO shall carry over to full-time status (subject to part-time employee maximum PTO accrual and carryover rules in this Article).
- Upon retirement, the PTO bank is paid out to the retiring employee (up to a maximum of 768 hours).
- A minimum of 80 PTO hours must be used each calendar year by full-time employees, or will be forfeited. (Pro rated for part-time).

- PTO time must be taken in increments of 8 hours (for employees who work 8 hour shifts) or 10 hours (for employees who work 10 hour shifts). However, employees working a split shift may use PTO for a single split.
- PTO used for vacation to be picked by seniority in December. PTO must be picked in full weeks. Once PTO time is picked in December, it shall be locked and not available for use by the employee for other purposes (with the exception of use approved by the Company due to a personal emergency). Once PTO time is picked in December, it cannot be cancelled or rescheduled by the employee.
- The Company agrees that use of PTO for days off of full-time and part-time employees, selected outside of the December pick, may be single days and non-consecutive days (or may be for a portion of a split shift for employees assigned to that split as part of general picking). These requests will be determined in accordance with Article 30 (Excused From Work).
- PTO will not be advanced to employees by paying out PTO before an employee takes time off.
- Employees may not use more PTO than is earned in a calendar year, except when banked PTO time is needed for long term illness or other approved leave periods.
- Any employee who is absent for a scheduled shift, regardless of the reason or cause, shall be required to use available PTO time for such absence (with the exception of PTO time that is locked due to the December PTO pick). The prior sentence shall not apply to absences for which the employee receives Workers' Compensation benefits. In the case of absences covered by NYS disability benefits, an employee may opt to use available PTO time to supplement disability benefits to receive full pay for the absence. If the employee does not have available PTO time to cover the entire absence, the employee will not be paid for the absence and loses the guarantee referenced in Article 32. All absences will be subject to the provisions of the parties' Memorandum of Agreement governing Attendance (to the extent applicable to that absence) regardless of whether the employee was paid by use of PTO. Article 23 of the CBA shall continue to apply.

NOTES:

- This Article replaces Articles 18, 20, 21 and 22. These articles will be deleted from the collective bargaining agreement.
- All references in the collective bargaining agreement to vacation, sick and personal time to be changed to reflect the PTO program.

- The parties agree that the following holidays have been removed/deleted from Article 19 and have been incorporated into the PTO benefits referenced in this Article: Martin Luther King Day, Good Friday, and Juneteenth.
- The parties agree that the following holidays have been removed/deleted from Article 20 and Article 21 (and these articles have been deleted) and have been incorporated into the PTO benefits referenced in this Article: Birthday and Anniversary Date.

12. Article 19- Paid Holiday (effective 1/1/25)

Revise to read as follows:

“After forty-five (45) days of full-time employment, the following shall be paid holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Part-time employees who have forty-five (45) days of continuous service will have New Year’s Day, Labor Day, Thanksgiving and Christmas as paid holidays.

To be eligible for holiday pay, employees must have been employed for forty-five (45) days and must work his/her last scheduled day before the holiday and the first scheduled day after the holiday. A day for which an employee has approved PTO is not a “scheduled day” for purposes of this paragraph.

Holidays shall be paid at straight time as follows:

1. A full-time employee working “Five 8s” will be paid straight time for eight (8) hours.
2. A full-time employee working “Four 10s” will be paid straight time for ten (10) hours.
3. Full time employees who work on a scheduled holiday will be paid straight time for eight (8) hours plus pay for time worked.
4. A part-time employee will receive 4 hours pay for each eligible day. Part time employees who work on these holidays will be paid four (4) hours holiday pay plus time worked.

Holidays will be paid out in the payroll period following the payroll period during which the holiday is celebrated by the Company.

No holiday banking is permitted.

Veteran’s Day

For employees who are eligible Veterans for purposes of Public Officers Law Section 63: Veteran’s Day will be paid at eight (8) straight hours for full time employees and four (4)

straight hours for part time employees. Eligible employees who work on Veteran’s Day will be paid the applicable holiday pay plus time worked.”

13. Article 30 – Excused from Work (Effective 1/1/25)

Increase number of operators permitted off to at least eight (8) (including operators who are off due to the December PTO pick).

14. Attendance MOA

a. *Modify the following paragraph to read as follows:*

“An employee who incurs a Sick Time Occurrence and/or an Unapproved Absence occurrence and who also fails to notify the Company at least one (1) hour prior to the scheduled start of the work shift will also be charged with a tardy pursuant with Section 2(ii) or 2(iv) below.”

b. *Revise Discipline Progression (and other related language) to capture the following:*

Number of Sick Time Occurrences and/or Unapproved Absence Occurrences	Step of the Attendance Discipline Process to be Imposed
6	Step 1
7	Step 2
8	Step 3
9	Step 4
10	Step 5
11	Step 6
12	Step 7
13	Step 8

c. *Delete the third paragraph of Section 2(ii) that currently reads:*

“An Employee who has been disciplined for sick/unapproved absence and who does not have another occurrence of sick/unapproved absence for one year will move back one step in the attendance discipline process.”

d. *Modify the four (4) paragraphs related to the “transition process in 2(i) to read as follows:*

“Effective [INSERT DATE OF START OF FIRST PAY PERIOD AFTER BOARD OF COMMISSIONER APPROVAL] (“effective date”), the following transition process will be implemented:

Bargaining unit employees who are, as of the effective date, at Step 1, 2, 3 or 4 of the above discipline process, shall be deemed to have zero (0) Sick Time Occurrences and zero (0) Unapproved Absence Occurrences as of this date. Any active tardies by an employee will not be

removed or deleted pursuant to this Agreement unless and until the employee has not been tardy for three or six months (depending on when the tardy occurred) pursuant to Section 2 (ii) below.

Bargaining unit employees who are, as of the effective date, at Step 5, 6, or 7 of the above discipline process, shall be deemed to have a cumulative total of six (6) Sick Time Occurrences and/or Unapproved Absence Occurrences as of this date if the employee had at least six (6) such Occurrences in the one year period (365 days) prior to the effective date. An employee at Step 5, 6, or 7 of the above discipline process who had less than six (6) such Occurrences in the one year (365 days) prior to this date shall be deemed to have only the number of actual Occurrences that occurred during this one year period. Any active tardies by an employee will not be removed or deleted pursuant to this Agreement unless and until the employee has not been tardy for three or six months (depending on when the tardy occurred) pursuant to Section 2 (ii) below.

For the first one year (365 days) after the effective date [INSERT DATE HERE], the Company will not review the employee's attendance record for the 12 months (365 days) immediately prior to the date of any Sick Time Occurrence or Unapproved Absence Occurrence but will instead add any new Occurrences to the number of Occurrences the employee is deemed to have pursuant to this transition process, along with other attendance issues that cause discipline under this document (e.g., tardy, tardy/sick, AWOL, no-call/no-show), to determine the appropriate level of discipline. On and after [INSERT FIRST DATE AFTER 365 DAYS], the process set forth above whereby the Company reviews the employee's attendance record for the 12 months (365 days) immediately prior to the date of a Sick Time Occurrence or Unapproved Absence Occurrence to determine discipline will be implemented and continued."

15. Article 64 – Term of Agreement

Date of start of first pay period after Board of Commissioner approval [INSERT DATE] through December 31, 2027.

16. Signed Tentative Agreements

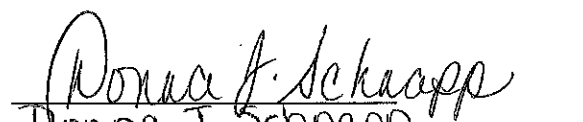
All tentative agreements signed by both parties in the negotiations leading to this Final Tentative Agreement are hereby incorporated into and included in this Final Tentative Agreement. These include Tentative Agreements signed on October 9, 2024: Article 48; Article 40(B); Article 50; Article 53; New Article – Vehicle Service Department Change Offs.

Dated: October 15, 2024

ATU Local 282

Lift Line, Inc.


John Trott
President/Business Agent


Donna J. Schnapp
Director of Labor Relations