FINAL TENTATIVE AGREEMENT

BETWEEN

COUNTY AREA TRANSIT SYSTEM, INC.

AND

ATU, LOCAL 282

October 20, 2022

This final tentative agreement constitutes the changes to the expired December 3, 2020 – July 31, 2022 collective bargaining agreement and will set the terms for a new collective bargaining agreement, 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, unless otherwise noted. Any and all terms of the expired December 3, 2020 – July 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 All proposals made by either party that are not addressed in this final tentative agreement are withdrawn.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. Article 46 - Employee Handbook and Policies

- a. Change all references from "Employee Handbook" to "Employee Handbook dated November 2022."
- b. Modify Section "C" to state:

"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:

- Preventing Violence in the Workplace Policy
- Alcohol Abuse & Controlled Substance Use Policy"

2. New Article - Direct Deposit

All employees hired after the date that this Agreement is ratified and approved by the RGRTA Board of Commissioners are required to be paid via direct deposit to a financial institution of the employee's designation.

3. Tentative Agreements

All Tentative Agreements signed to date are included in this Agreement. These include the following Tentative Agreements:

- October 6, 2022 Article 31 (2 items); Article 15, Article 14, Article 47.
- October 6, 2022 Article 43, Article 13.

Dated October 20, 2022

ATU Local 282

County Area Transit System, Inc.

DANIFI M. DeLaus

General (ounsel

TENTATIVE AGREEMENTS

October 6, 2022

1. Article 31 – Driver Work Schedules

Modify Article 31(E) as follows:

Change the reference from "three (3) hours" to "two (2) hours." All other language remains unchanged.

2. <u>Article 31 – Driver Work Schedules</u>

Modify Article 31(G) by adding the following language to the end of this section:

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.

3. Article 15 - Paid Time Off

Modify this article to state that newly hired employees (i.e., employees with less than one year of completed service) will be provided with 40 hours of PTO time upon hire.

[No change to accruals for other employees.]

4. Article 14 – Wages

Bus Drivers and Transportation Specialists

- Effective upon ratification and Board approval, the minimum base rate will be \$18.50 per hour.
- Effective 8/1/22, all current employees will be moved to \$20.25 per hour. Retroactive pay to be paid within 30 days after Board approval; Employee must be employed on payment date to receive retroactive pay.
- Eliminate wage progression chart (effective upon ratification and Board approval) replace with language that new hires move to the current employee rate (i.e., \$20.25) after they complete the probationary period. This is a one-step progression.
- Employees will receive a lump sum payment calculated as follows:
 - o Full-time employees = \$3,400

- o Part-time employees = \$2,500
- o Employees at the new hire rate (i.e., \$15.30) as of ratification will receive a \$500 lump sum payment instead of the above amounts.
- O Lump sums to be paid 50% within 30 days after ratification and Board approval, and 50% 6-months after ratification and Board approval.
- o Employee must be employed on payment date to receive either lump sum.
- Effective 8/1/23 all employees receive an increase of 3.0% (applies to each employee's wage rate and to the minimum base rate)
- Effective 8/1/24 all employees receive an increase of 2.75% (applies to each employee's wage rate and to the minimum base rate)

Van Drivers

- Effective upon ratification and Board approval, the minimum base rate will be \$17.58 per hour.
- Eliminate wage progression chart.
- Note No current incumbents.
- Effective 8/1/23 all employees receive an increase of 3.0% (applies to each employee's wage rate and to the minimum base rate)
- Effective 8/1/24 all employees receive an increase of 2.75% (applies to each employee's wage rate and to the minimum base rate)

Senior Technician, Technician A, Technician B and Fueler/Washer

- Effective upon ratification and Board approval, all new hire rates for each position will increase by 5%.
- Eliminate wage progression chart (effective on ratification and Board approval) replace with language that new hires move to the new top rate for their job title (which is the top rate as of 8/1/21 increased by 5%) after they complete the probationary period. This is a one-step progression.
- Effective 8/1/22, all current employees will be moved to the new top rate for their job title (which is the top rate as of 8/1/21 increased by 5%). Retroactive pay to be paid within 30 days after Board approval; Employee must be employed on payment date to receive retroactive pay.
- Effective 8/1/23 all employees receive an increase of 3.0%. (applies to each employee's wage rate and to the minimum base rate)
- Effective 8/1/24 all employees receive an increase of 2.75%. (applies to each employee's wage rate and to the minimum base rate)
- Eliminate wage progression chart.
- Employees will receive a lump sum payment calculated as follows:
 - o Full-time employees = \$3,400
 - o Part-time employees = \$2,500
 - o Employees at the new hire rate for their title as of ratification will receive a \$500 lump sum payment instead of the above amounts.
 - Lump sums to be paid 50% within 30 days after ratification and Board approval, and 50% 6-months after ratification and Board approval.

o Employee must be employed on payment date to receive either lump sum.

New Language:

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.

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5. Article 47- Term of Contract

Date of ratification and Board approval through July 31, 2025.

County Area Transit System, Inc.

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TENTATIVE AGREEMENTS

October 6, 2022

1. Article 43 - Holidays

Replace the sixth paragraph to read as follows:

"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/shift 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, or 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."

[All other language remains unchanged.]

2. Article 43 – Holidays

The Union withdraws its proposal #9, to add additional part-time holidays.

3. Article 13 – Vision Insurance

Delete and replace to read as follows:

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.

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County Area Transit System, Inc.