

**FINAL TENTATIVE AGREEMENT**

**BETWEEN**

**SENECA TRANSIT SERVICE, INC.**

**AND**

**ATU, LOCAL 282**

**February 6, 2023**

*This final tentative agreement constitutes the changes to the expired June 25, 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 June 25, 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 All proposals made by either party that are not addressed in this final tentative agreement are withdrawn.*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 34 – Employee Handbook and Policies**

- a. Change all references from “Employee Handbook” to read “2022 Employee Handbook”.
- b. Modify Section “C” to state:

“The parties agree that the 2022 Employee Handbook 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. **Article 31 - 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.]

3. **Article 14 – Wages**

- Effective upon ratification and Board approval, the minimum base rate for all positions will be \$18.00 per hour. (This amount will increase by 3% effective 8/1/23.)
- All current employees earning less than \$18.00 per hour as of ratification and Board approval will be moved to \$18.50 per hour. This increase is retroactive to 8/1/22; retroactive pay to be paid within 30 days after Board approval; Employee must be employed on payment date to receive retroactive pay.
- All current employees earning more than \$18.00 per hour as of ratification and Board approval will receive a 6.75% pay increase. This increase is retroactive to 8/1/22; 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%.

Add 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.

4. **Article 35 – Term of Contract**

Date of ratification and Board approval through July 31, 2024.

5. **Tentative Agreements**

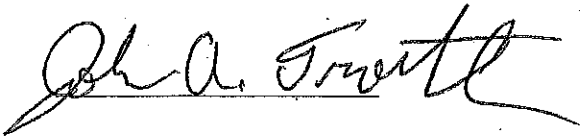
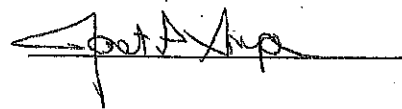
All Tentative Agreements signed to date are included in this Agreement. These include the following Tentative Agreements:

- September 6, 2022 – Article 15 and New Article (Transportation Specialist Work Schedules).
- September 14, 2022 – Article 27 and New Article (Direct Deposit)

Dated February 6, 2023

ATU Local 282

Seneca Transit Service, Inc.

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**TENTATIVE AGREEMENTS**

1. **New Article: Transportation Specialist Work Schedules**

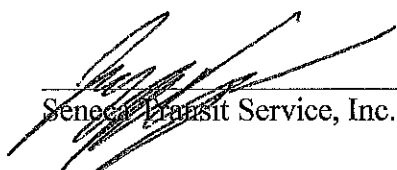
When there is an hours of work schedule change for any full time Transportation Specialist, the new hours shall be offered to the full time Transportation Specialists in seniority list order before being assigned to the least senior full time employee in this job title. Part time Transportation Specialists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


2. **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.]

Dated September 6, 2022

  
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Seneca Transit Service, Inc.

  
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ATU, Local 282

## TENTATIVE AGREEMENTS

### Article 27 – Driver Work Schedules

*Add a new Section 27(H) with the following language:*

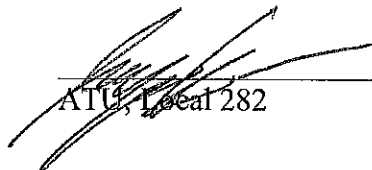
The Employer may assign Bus Operators covered by this Agreement to work at RTS Ontario (to the extent permitted by the RTS Ontario collective bargaining agreement) during their regularly scheduled hours. The Employer may offer by seniority Bus Operators covered by this Agreement the opportunity to work at RTS Ontario on a voluntary basis (to the extent permitted by the RTS Ontario collective bargaining agreement) during hours outside of their regularly scheduled hours. Any Bus Operator covered by this Agreement who works at RTS Ontario pursuant to this paragraph will not be required to use his or her personal vehicle to report to RTS Ontario (will operate a Company vehicle or be transported to and from in a Company vehicle as determined by the Company, and will be paid for all travel time), but may voluntarily choose to use their personal vehicle for this purpose and will be paid mileage at the current IRS rate and for all travel time. RTS Seneca Bus Operators working at RTS Ontario will be paid the higher of their RTS Seneca rate or the applicable RTS Ontario rate while performing RTS Ontario work.

### 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.

Dated September 14, 2022

  
Seneca Transit Service, Inc.

  
ATU, Local 282