

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into by and between Regional Transit Service, Inc. ("RTS") and the Amalgamated Transit Union, Local 282 ("Union").

WHEREAS the Bus Operator Trainee position and the Small Vehicle Operator Trainee position are not in the bargaining unit represented by the Union (except as specifically stated in Article 22 of the Collective Bargaining Agreement); and

WHEREAS Bus Operator Trainees and Small Vehicle Operator Trainees who successfully complete their training are promoted to Bus Operators and Small Vehicle Operators, and both Bus Operators and Small Vehicle Operators are in the bargaining unit represented by the Union; and

WHEREAS Section 13(H) of the parties Collective Bargaining Agreement states: "To be eligible for holiday pay, employees must be on Company payroll at least thirty (30) days; and

WHEREAS a dispute has arisen as to whether an employee who is promoted from a non-union Bus Operator Trainee to a union-represented full-time Bus Operator is entitled to the holiday pay outlined in Section 13 of the Collective Bargaining Agreement when the holiday is observed within the first thirty (30) days after such an employee was promoted to full-time Bus Operator; and

WHEREAS the parties wish to resolve this dispute pursuant to this Memorandum of Agreement;

Now, therefore, in consideration of the foregoing, RTS and the Union enter into the following Agreement:

1. **Future Application of Section 13(H) of the Collective Bargaining Agreement.**

The parties agree that on a future, looking-forward basis only, an employee who is promoted from a non-union Bus Operator Trainee to a union-represented full-time Bus Operator is entitled to holiday pay for the holidays outlined in Section 13 of the Collective Bargaining Agreement when such a holiday is observed within the first thirty (30) days after such an employee was promoted to full-time Bus Operator (so long as that employee has been employed by RTS, in total, for at least thirty (30) days when the holiday is observed). The parties further agree that the mutual understanding reflected in this Agreement does not in any way impact or change the fact that Bus Operator Trainees are not in the bargaining unit represented by the Union and are not covered by the parties' Collective Bargaining Agreement, as explained in Article 22 of the Collective Bargaining Agreement.

The parties also agree that on a future, looking-forward basis only, an employee who is promoted from a non-union Small Vehicle Operator Trainee to a union-represented full-time Small Vehicle Operator is entitled to holiday pay for the holidays outlined in Section 13 of the Collective Bargaining Agreement when such a holiday is observed within the first thirty (30) days after such an employee was promoted to full-time Small Vehicle Operator (so long as that employee has been employed by RTS, in total, for at least thirty (30) days when the holiday is

observed). The parties further agree that the mutual understanding reflected in this Agreement does not in any way impact or change the fact that Small Vehicle Operator Trainees are not in the bargaining unit represented by the Union and are not covered by the parties' Collective Bargaining Agreement, as explained in Article 22 of the Collective Bargaining Agreement.

2. **Application of Section 13(H) of the Collective Bargaining Agreement to Time Spent as a Trainee as Part of the Transfer Process.** Pursuant to Article 22 of the Collective Bargaining Agreement, "[t]ime 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 . . . are not in the bargaining unit represented by the Union and are not covered by this Collective Bargaining Agreement." Accordingly, notwithstanding any language to the contrary contained in this Memorandum of Agreement, an employee who is in the Trainee position as part of the transfer process is entitled to holiday pay for the holidays outlined in Section 13 of the Collective Bargaining Agreement so long as that employee has been employed by RTS for at least thirty (30) days when the holiday is observed.

3. **Payment.** RTS will pay the following Bus Operators the following amounts within thirty (30) calendar days after both parties have executed this Agreement, which represents pay to these individuals for holiday(s) that occurred during their first thirty (30) days after being promoted to a full-time Bus Operator. These payments shall be designated as wages reportable on IRS Form W-2. Appropriate deductions (including federal, state, and any local taxes) will be deducted from each payment listed below. The Bus Operators listed below will be paid 8 hours of holiday pay at the applicable pay rate in place at the time of the holiday for each holiday listed. This pay is subject to all rules in the CBA, including, but not limited to Section 13.

- 1/2/23 (New Year's) and 1/16/23 (MLK)

- 4028 Jordan Ortiz, 4173 Charles Blackshear, 4181 Jeremy Matula, 4184 Deldric Bratcher, 4185 Patricia Justiniano, 4187 Aashanti Barr, 4144 Myesha Harris, 4145 Falandra Hayes, 4146 Samaria Pugh, 4151 Brien Graham, 4152 Luis Carmona, 4153 Mercedes Deleon, 4157 Kelvin Andrews, 4158 Chet Vazquez, 4160 Waryn McCullough, 4162 William Howard

- 4/7/23 (Good Friday)

- 4211 Jeffrey Nichols, 4209 Joseph Phelps, 4149 Timothy Burgess, 4193 Larry Weatherspoon, 4196 Marcial Parnell, 4197 Edwin Colon Lombay, 4199 Brittney Oputa, 4200 David Prysock, 4201 Tara Owens

- 7/4/23 (July 4th)

- 4235 Lori Cordero, 4238 Rodney Bopp, 4239 Latoya Gill, 4240 Kiara Williams, 4243 Jamar Christian, 4230 Delvis Rogers, 4231 Donte McIntyre, 4234 Noah Clayton, 4236 Craig Young

- 9/4/23 (Labor Day)

- 4278 Lateia Brooks, 4281 Wendy Acevedo, 4232 Sashay Wallace, 4246 Barbara Fulmore, 4247 Aaron Barclay, 4259 Christina Madison, 4249 Juan Ayala, 4250 Scott Pisciotta, 4251 Josh Denegal, 4254 Donald Fedrick, 4255 Kahji Smith, 4256 Robert Johnson, 4257 Abraham Ramos, 4258 Ephraim Beckaroo

- Birthdays

- 4028 Jordan Ortiz (1/12), 4158 Chet Vazquez (1/1), 4160 Waryn McCullough (1/3), 4162 William Howard (1/13), 4230 Delvin Rogers (7/16), 4243 Jamar Christian (7/15), 4281 Wendy Acevedo (9/25)

The parties agree that these payments are being provided on a non-precedent setting basis in order to resolve the Grievances listed below in paragraph 3, that the terms of this Agreement will not be applied retroactively, and that no individual not listed above in this paragraph is entitled to payment or retroactive benefits of any kind as a result of this Agreement. Moreover, the parties agree that, other than the individuals specifically listed in paragraph 2, or any individuals that have become an Operator or SVO since the start of 2022 and believes they were not paid for a holiday within the first 30 days after graduating from training and come forward within 90 days of this agreement, no employee or individual will be compensated for holiday time by RTS for past holidays that may have been observed during an employee's first thirty (30) days after being promoted to a full-time Bus Operator or to a full-time Small Vehicle Operator.

4. **Withdrawal of Grievances with Prejudice.** The Union, for itself and on behalf of the employees referenced in and/or impacted by the Grievances cited in this paragraph, hereby withdraws Grievances 2-22, 202-22, 6-23, 8-23, 9-23, 10-23, 20-23, 22-23, 23-23, 33.23, 111-23, 123-23, 131-23, and any arbitration demands relating to these Grievances, with prejudice. The parties agree that a fully executed copy of this Agreement is proof these Grievances have been withdrawn with prejudice.

5. **No Admissions.** This Agreement is not an admission of wrongdoing or violation of any agreement by RTS or the Union.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties on the subject matter described in this Agreement.

John A. Trott
Amalgamated Transit Union, Local 282

12/4/2024
Date

Donald J. Schaapp
Regional Transit Service, Inc.

12/4/24
Date