

SETTLEMENT AGREEMENT

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

WHEREAS the Union has filed for arbitration of Grievance No. 60-24 pursuant to the terms of the parties' Collective Bargaining Agreement;

WHEREAS the arbitration hearing relating to Grievance 60-24 is scheduled for January 15, 2025; and

WHEREAS RTS and the Union have decided to fully and finally resolve and settle this arbitration matter relating to Grievance 60-24 pursuant to the terms of this Settlement Agreement,

NOW, THEREFORE, in consideration of the foregoing, RTS and the Union agree as follows:

1. **Future Application of Article 32(B)**. The Collective Bargaining Agreement between RTS and the Union states as follows in Article 32(B):

Intervening Time: Regular operators working extra work assignments over and after their scheduled runs, shall be paid at the rate of time and one-half (1/2) for the actual overtime work, or a minimum of two (2) hours pay, whichever is greater. (Straight-time will be paid for intervening time of less than one (1) hour from completion of their scheduled run to start of extra work.)

RTS and ATU hereby agree that for purposes of future application of Article 32(B), the reference to "a minimum of two (2) hours of pay" shall be interpreted to mean a minimum of two hours of pay at time and one-half the impacted employee's base rate.

2. **Payments**. On certain days during the pick that included March 1, 2024, Gerry Rivera, William Burkovich and Richard Parkhurst were paid the "minimum of two (2) hours pay" referenced in Article 32(B) at their straight time rate. RTS agrees to compensate Gerry Rivera, William Burkovich and Richard Parkhurst with two (2) hours of pay at the one-half time rate (i.e., one-half their base hourly rate in effect at the relevant time) for those days they were paid the "minimum of two (2) hours pay" referenced in Article 32(B) at the straight time rate during the pick that included March 1, 2024. These payments will be made within thirty (30) calendar days after this settlement agreement has been executed by the parties, and these payments shall be designated as wages reportable on IRS Form W-2 and appropriate deductions (including federal, state, and any local taxes) will be deducted from these payments.

3. **Withdrawal of Grievance 60-24 with Prejudice**. The Union hereby withdraws Grievance 60-24, and the arbitration demand relating to this grievance, with prejudice. The

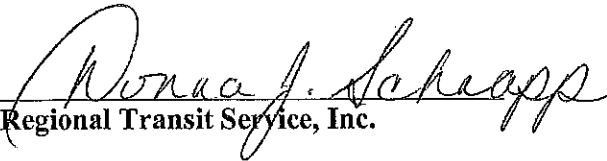
parties agree that a fully executed copy of this Settlement Agreement is proof that this grievance, and the arbitration demand relating to this grievance, have been withdrawn with prejudice.

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

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

6. **Arbitrator Fee.** RTS and the Union shall each pay one-half of any fee charged for the arbitration hearing that was scheduled for January 15, 2025 related to Grievance 60-24.


Amalgamated Transit Union, Local 282


Regional Transit Service, Inc.

Date 1/15/2025

Date Jan 15, 2025