



**Agreement Between
Regional Transit Service,
Incorporated
and
Amalgamated Transit Union
Local 282
Rochester, New York**

**Effective January 1, 2023 –
December 31, 2026**

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Incorporated**

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MOA USE OF OUTSIDE CONTRACTORS

MOA ATTENDANCE

MOA REIMAGINE

AGREEMENT
Between
REGIONAL TRANSIT SERVICE, INCORPORATED
And
AMALGAMATED TRANSIT UNION
LOCAL 282
ROCHESTER, NEW YORK
EFFECTIVE JANUARY 1, 2020

PREAMBLE

This Agreement entered into by and between the REGIONAL TRANSIT SERVICE, INCORPORATED, party of the first part, hereinafter called "Company" and AMALGAMATED TRANSIT UNION, LOCAL 282, Rochester, New York, party of the second part, hereinafter called the "Union".

WITNESSETH

The purpose of this Agreement is:

...To promote and insure harmonious relations, cooperation, and understanding between the Company and the Union.

...To insure true collective bargaining and establish a standard for hours, rate of pay, and working conditions.

1. CONFORMITY TO LAW CLAUSE

This Agreement and its component provisions are subordinate to any present or future federal or New York laws and regulations. If any federal or New York law or regulation, or final decision of any federal or New York court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulations, or decisions, but otherwise this Agreement will not be affected.

2. MANAGEMENT RIGHTS

The Company retains all rights not expressly relinquished in this Agreement or in the Agreement pursuant to Section 13(C) of the Urban Mass Transportation Act of 1964, as amended, between the City of Rochester, New York, the County of Monroe, New York, and Local 282 of the Amalgamated Transit Union, AFL – CIO. The Company shall have the right to exercise all normally accepted management prerogatives in the conduct of its business and in the interest of safe and efficient public service subject to the terms of this Agreement.

3. RECOGNITION OF UNION

The Company agrees to recognize the Union as the sole and exclusive bargaining agency for all employees of the Company, except office and clerical employees (other than those employees recognized by Article 63 of this Agreement), inspectors, loaders, cashiers, dispatchers, radio controllers, stationary engineers and supervisory employees. (The foregoing covered employees and members of the bargaining unit shall be referred to in the contract as "employees.")

4. TREATMENT WITH THE UNION

- A. The Company agrees to meet and treat with the properly accredited officers of the Union on all grievances that may arise.
- B. It is also agreed and understood that the Chief Executive Officer of the Company or his representative with comparable decision making authority shall meet and treat with the Union Representatives on terms and conditions of Employment, working conditions, health and safety, rates of pay, and all other issues that are mandatory and/or permissible subjects of negotiations as defined by the New York State Public Employment Relations Board. The Company and the Union will meet at the company's principal place of business between 9:00 a.m. and 5:00 p.m. times and places by mutual consent, Monday through Friday, excluding holidays.
The Chief Executive Officer shall treat with the representatives of the Union on grievances that cannot be satisfactorily adjusted with other Company officials.
- C. The Company will make available in the Union mail box and to the affected Union representatives all Company notices and all other pertinent information prior to posting and/or making the information available to the bargaining unit employees. It is understood that notices that affect terms and conditions of employment will be discussed with the Union prior to posting.
- D. The Union and the Company agree to form a committee to discuss and explore potential changes to the 1995 Substance Abuse Policy, including but not limited to changes required to ensure legal compliance.

5. GRIEVANCES

A. Definition of Grievance

1. A grievance is defined to be:
Any controversy between the Company and the Union as to any matter involving the interpretation or application of the terms of this Agreement or any controversy between the Company and the Union arising out of the terms of this Agreement, or any controversy that may include and involve past practices, work rules, additional agreements or conformity to law clauses.
2. The Company and the Union agree that the definition of past practice is as follows:
In the absence of written past agreement, a past practice, to be binding, must be unequivocal, clearly understood, and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

B. Grievance Procedure

1. At all times during the grievance procedure, the employee shall be entitled to have a Union representative appear with him or her.
2. A grievance shall be submitted in writing citing the contract clause, agreement, work rule, or past practice which has been violated within fourteen (14) calendar days from when the employee becomes aware of the alleged violation. This grievance must be signed for by the official in charge and a copy returned to the grievant and the Union.
3. The immediate supervisor shall give his written answer to the grievance within fourteen (14) calendar days from the receipt of the grievance. Upon receipt of a written grievance, the Company may, if they so deem, settle the grievance immediately.
4. If the grievance is denied, the grievant has fourteen (14) calendar days to request

a hearing in person. At the time of the request for a hearing, the grievant will give three (3) dates (between 9:00 a.m. and 5:00 p.m.) of availability. These dates must be within thirty (30) calendar days. The Company will choose one of these dates and the times for the hearing. If none of these dates are available, the grievant will be requested to give three (3) more. The Company will make every effort to conduct a hearing on one of the dates requested. A hearing date, once set, will only be changed in case of an emergency or by mutual agreement. The Company will issue a written decision within fourteen (14) days following the hearing.

5. If the grievance is denied, the grievant has fourteen (14) calendar days to request a hearing in person with the Vice President of Operations (or designee). At the time of a request for a hearing, the grievant will give three dates (between 9:00 a.m. and 5:00 p.m.) of availability. These dates must be within thirty (30) calendar days. The Company will choose one of these dates and the times for the hearing. If none of these dates are available, the grievant will be requested to give three (3) more. The Company will make every effort to conduct a hearing on one of the dates requested. A hearing date, once set, will only be changed in case of an emergency or by mutual agreement.
6. The Vice President of Operations (or designee) shall give his decision, in writing, no more than fourteen (14) calendar days after the hearing. The Vice President of Operation's answer shall be final and binding on the employee, the Union and the Company unless it is timely appealed to arbitration.
7. If the grievance has not been satisfactorily resolved, the grievant may go to arbitration under section 8 and must submit to the Company the intent to arbitrate within forty (40) days.
8. All decisions must be in writing and copies of all decisions must be sent to the Union Office, to at least one Union Representative and to the Grievant.
9. Failure to be timely by either party advances the grievance to the next step in the procedure. Initial grievances and notices of intent to arbitrate must be filed within the specified time frames to be valid.
10. All rights to grievance belong to the Union.

6. DISCIPLINE/DISCHARGE

- A. Effective for alleged infractions that occur after ratification and legislative approval (4/7/16), charges must be filed within (14) calendar days from the date that the Company knew or should have known of the alleged infraction, but in no event shall charges be filed later than nine (9) months after the date of the alleged infraction. The parties agree that the fact that an act, failure to act, event or infraction is captured by a Company video system and/or occurred in the view of a Company video system does not mean that the Company "knew or should have known" of that act, failure to act, event or infraction. Notwithstanding the foregoing, where the alleged infraction that occurred after ratification/legislative approval (4/7/16) constitutes a criminal act (whether or not the employee is charged or convicted), a fraudulent act, or falsification of documents, the charge must be filed within fourteen (14) calendar days from the date that the Company knew of the alleged infraction, regardless of when after ratification/legislative approval (4/7/16) the alleged infraction occurred.

The time limits in the above paragraph do not impact the timeline for charges contained in the Settlement Agreement dated February 18, 2013 relating to red light violations.

This charge must be given in writing to the employee. Notwithstanding the above time limits, if an employee is on leave, vacation, or is otherwise unavailable to receive charges during the 14-day period, the employee may be provided with the charges on the first day that he or she returns to work. Said employee shall be entitled, if he or

she so desires, to have a Union representative appear with him or her at any time including the reading of the charges.

[Alleged infractions that occurred prior to ratification and legislative approval (4/7/16) shall be governed by the language and process, including time limitations, contained in the collective bargaining agreement between the parties which expired on December 31, 2014.]

- B. A hearing must be scheduled (between 9:00 a.m. and 5:00 p.m. on a scheduled working day) within fourteen (14) calendar days of the date when the employee is made aware of the charges.
- C. The hearing on charges involving termination or suspension in excess of five (5) days will be held by the Vice President of Operations (or designee). If the case involves a lesser penalty, the hearing will be held by a management representative. The hearing officer must give a decision, in writing, within fourteen (14) calendar days of the hearing.
- D. The employee may file an appeal to the decision of the first level hearing officer to the Chief Executive Officer (or designee) if the case involves a penalty in excess of five (5) days or, for all other cases, to the Vice President of Operations (or designee). This appeal must be filed within fourteen (14) calendar days of receiving the first level decision. No new charges regarding the issue at hand may be filed or submitted against the employee during the discipline/discharge process.
- E. The second level hearing officer must give a decision, in writing, within fourteen (14) calendar days of the hearing. The second level hearing officer's decision shall be final and binding on the employee, the Union, and the Company unless it is timely appealed to arbitration (i.e., within 40 days).
- F. All decisions must be in writing and copies of all decisions must be sent to the Union Office, to at least one Union representative and to the employee.
- G. If found not guilty of the alleged offense, the employee will:
 - 1. Be reimbursed for all time lost;
 - 2. Suffer no loss of seniority;
 - 3. Suffer no loss of benefits; (i.e. be made whole).
- H. When any employee is summoned to answer a charge before an official and has been excused or has been found not guilty of the alleged offense, no other charges shall be read.
- I. In the record kept by the company for the violation of rules, or when an employee answers a charge before an official in charge, the statement that the employee makes in his or her defense shall be made part of the employee's permanent record.
- J. Failure to be timely by either party advances an appeal to the next step in the procedure. Initial appeals and notices of intent to arbitrate must be filed within the specified time frames to be valid.
- K. Discipline, with the exception of discharge, will not be scheduled until the internal appeal process has been resolved.
- L. An employee will be taken out of service (i.e. not allowed to work without a hearing with a supervisor) only in the following instances:
 - 1. Acts which represent a danger to the general public;
 - 2. Suspected mishandling of Company property;

3. Gross Negligence;
4. Insubordination.

7. CLEAN RECORD RULE

1. Any employee who has not had a preventable accident within eighteen months shall be considered to have a clean accident record. Consecutive absences of longer than thirty (30) days do not count toward the calculation of clean record time.

8. ARBITRATION

- A. The arbitration section of this Agreement shall apply only to matters of grievance and dismissal or discharge of employees. Any matter of grievance, including dismissal or discharge, which cannot be satisfactorily settled between the parties, shall be submitted to an arbitrator, set up in accordance with the procedures hereinafter described.
- B. Either party desiring to arbitrate any matter or grievance, which cannot be satisfactorily settled between the parties, shall notify the other in writing and either simultaneously with such notice, or within ten (10) days thereafter, shall submit in writing the name and address of its representative, and within ten (10) days after receiving such written notice and designation, the party upon whom such demand for arbitration has been made, shall submit to the other in writing the name and address of its representative. The two representatives, thus chosen, shall within ten (10) days thereafter, select an impartial arbitrator. In the event that the two representatives are unable to select an impartial arbitrator within ten (10) days, they shall forthwith request the American Arbitration Association to furnish a panel of five (5) names from which the parties shall alternately strike two (2) names each. The remaining name shall become the arbitrator, such choice to be made within ten (10) days after the receipt of such panel. The parties shall not be bound to arbitrate or conduct the arbitration pursuant to the rules of the American Arbitration Association.
- C. The arbitrator appointed in accordance with the provisions herein contained, shall immediately organize and proceed to hear and determine the dispute, disagreement or controversy. The written decision or award of the arbitrator shall be final, conclusive and binding upon the parties. Unless it is otherwise determined by said arbitrator, the award shall be retroactive to the date of the commencement of the dispute, the disagreement, suspension, discharge or controversy.
- D. The compensation of the arbitrator and the expenses of the arbitrator shall be borne as follows: Each party shall jointly pay the compensation of the arbitrator selected, as well as such other legitimate expenses as shall be necessary to conduct and successfully conclude the arbitration.
- E. The parties agree that during the term of this Agreement, and upon the conforming to the grievance procedure defined by this contract, and upon conforming to the terms of this contract and/or decision of an arbitrator, as herein provided, there shall be no lockout on the part of the Company, and the Union agrees that there shall be no strikes, walkouts, stoppages or slowdown of work.
- F. The parties hereto do hereby expressly waive the provisions of Section 7504 of the Civil Practice Law and Rules of the State of New York and the rights thereby secured, and expressly covenant and agree that under no circumstances will either of them apply to the Supreme Court of the State of New York, or any other Court, for the appointment of a third or impartial arbitrator.

9. PROBATIONARY PERIOD

All new employees who enter the service of the Company shall be on probation with the Company for a period of thirty – nine (39) calendar weeks. The probationary period may be extended by mutual agreement of the parties.

10. CHECK OFF

The Company agrees to check off all dues, general assessments and the voluntary COPE program from all employees represented by the Union in accordance with Section 3 of this Agreement. All back dues and assessments for time during which an employee is not working will be paid back by the employee, one (1) additional weekly dues and assessment payment per week until the employee is paid up, starting with the employee's second week back to work. This process will start with the oldest week owed and proceed to the most recent week owed until the dues and assessments are up to date.

11. INSURANCE

The Company agrees to provide the following programs for all employees:

A. SHORT TERM DISABILITY

The Company will pay the full premium for the statutory sickness and non-occupational accident plan for each employee. The benefits under this plan shall begin the eighth day of sickness or accident. Amounts and duration of benefit shall be in accordance with the New York State Disability Benefit Law.

B. WORKERS' COMPENSATION

The Company will pay the full premium for an occupational injury insurance program to provide benefits as defined by the New York State Workers' Compensation Board to employees who sustained job related injuries.

C. MEDICAL & HOSPITALIZATION

1. Health Insurance Option

Bargaining unit employees will have the option of enrolling in either the SimplyBlue High Deductible Health Plan ("HDHP")—Option 2 or the SimplyBlue 25 Plan. There shall be no other options for health insurance coverage.

2. SimplyBlue HDHP-Option 2 Coverage

For employees who choose to enroll in SimplyBlue HDHP—Option 2, the Company shall contribute 98% of the cost of the premium for single, 2-person, family/no-spouse or family coverage, as required. Employees will be responsible for the remainder of the premium cost. Current employees who do not enroll in the SimplyBlue HDHP—Option 2 plan during the open enrollment period immediately after ratification and legislative approval (4/7/16) will have the option to enroll in this plan at future permissible periods (i.e., open enrollment).

Any employee who enrolls in SimplyBlue HDHP—Option 2 shall have the option of later enrolling in SimplyBlue 25 at future permissible periods. Except in the event of retirement as provided in Section 61(G)(4), in the event an employee enrolled in SimplyBlue HDHP –Option 2 later enrolls in SimplyBlue 25, the Company will recoup all amounts in the employee's HRA account, except that the employee will be placed in the same position with respect to the dollar amount of his or her HRA account that he or she would have been in had he or she been enrolled in SimplyBlue 25 during the entire time that he or she was enrolled in SimplyBlue HDHP- Option 2 (unless the dollar value of the HRA account that he or she would

have received had he or she been enrolled in the SimplyBlue 25 plan has been exhausted – in this case, the entire HRA balance will be returned to the Company).

3. SimplyBlue 25 Coverage

For employees who choose to enroll in SimplyBlue 25, the Company shall contribute the following amounts toward the cost of the premium for single, 2-person, family/no-spouse or family coverage, as required. Employees will be responsible for the remainder of the premium cost.

Effective April 1, 2017: Company contribution of 85%

Effective April 1, 2018: Company contribution of 82.5%

Effective April 1, 2019: Company contribution of 80%

4. HRA Contributions – SimplyBlue HDHP Option 2 Plan

The Company will continue the Section 105(H) Health Reimbursement Account Plan for bargaining unit employees enrolled in the SimplyBlue HDHP—Option 2 plan. The Company will contribute the following amounts to the Plan on the following dates on behalf of each such employee, depending on each employee's level of coverage, as follows:

Employees who are enrolled in SimplyBlue 25 at ratification and legislative approval (4/7/16) but who enroll the SimplyBlue HDHP Option 2 Plan in the first open enrollment period immediately following ratification and legislative approval (4/7/16) will receive the following in 2016:

single—\$1,074;
2-person—\$1,991;
family/no-spouse—\$1,945;
family—\$1,900.

For employees enrolled on April 1, 2017 (and those enrolled on April 1 of subsequent years):

single—\$1,300;
2-person—\$2,600;
family/no-spouse—\$2,600;
family—\$2,600.

When spouses are employed by RTS, only one spouse shall be entitled to the 105(H) Health Reimbursement Account contribution in any calendar year.

The Company will pay the weekly fee for each bargaining unit employee that utilizes the HRA card.

5. HRA for SimplyBlue 25 Plan

The Company will continue the Section 105(H) Health Reimbursement Account Plan for bargaining unit employees enrolled in the SimplyBlue 25 plan.

The Company will contribute the following amounts to the Plan on April 1 of the calendar year on behalf of each such employee who is enrolled in the SimplyBlue 25 plan on April 1 of that calendar year, depending on each employee's level of coverage, as follows:

Single—\$226;
2-person—\$609;
Family/no-spouse—\$655;

Family—\$700.

When spouses are employed by RTS, only one spouse shall be entitled to the 105(H) Health Reimbursement Account contributions in any calendar year.

The Company will pay the weekly fee for each bargaining unit employee that utilizes the HRA card.

6. Non-Coverage Election.

An employee will be permitted to elect not to be covered by the Company's medical and hospitalization insurance, if the employee provides the Company with evidence of other health insurance coverage. An employee may elect non-coverage only during the open enrollment period, and evidence of other health insurance coverage must be provided on a monthly basis. An employee who elects non-coverage will be paid an annual cash bonus of \$600 for single coverage or \$1,200 for the family plan, to be paid at the end of the annual period for which the non-coverage applies. When spouses are employed by the Company in the bargaining unit, one spouse will be entitled to the annual cash bonus if he or she obtains coverage under the other spouse's health coverage rather than obtaining his or her own coverage separately. Married employees must present a marriage certificate to be eligible for this incentive. Marriage is defined in accordance with New York State Law.

7. Discontinued Plans

In the event that the Company is notified that the SimplyBlue 25 and/or the SimplyBlue HDHP-Option 2 plan is no longer offered (or will no longer be offered at some point in the future) by the insurer, the parties will meet for the purpose of discussing replacement options. If the parties are unable to reach consensus on a replacement for the plan that is or will no longer be offered, the Company shall substitute a reasonably similar plan for such plan, with the Company paying the same percentages of the monthly premium for the various levels of coverage (e.g., single, two-person, family) as it paid under the plan that is or will no longer be offered. In the event the Union believes that the replacement plan is not reasonably similar to the discontinued plan in light of the replacement options available, the Union shall have the right to proceed to expedited arbitration as set forth in paragraph (C.8) of Article 11 below, except that the arbitrator shall only determine whether the replacement plan is reasonably similar, in light of the replacement options available in the market, to the discontinued plan and if not what the remedy shall be.

8. Effect of Legislation, Rules and/or Regulations

In the event that the Company believes it is facing a potential penalty or tax due to, or believes it is or will be out of compliance with, any federal or state law, rule and/or regulation with respect to the benefits provided by this Article 11 of this Agreement, the parties will immediately meet upon notice by the Company for the purpose of negotiating a resolution to avoid such penalty, tax or legal compliance issue. If such a resolution is not reached after one or more meetings, the parties will engage in an expedited arbitration proceeding in which the arbitrator will be empowered to mandate the changes to the contract that are necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. The parties agree that any arbitration hearing(s) under this paragraph will take place within thirty (30) calendar days after the failed attempt to reach a resolution as set forth above.

The parties agree that any arbitrator proposed by either party must be an attorney. In addition, if an arbitrator is selected but cannot hear the matter on a mutually agreeable date within thirty (30) calendar days after he or she is notified of his or her appointment, or if the selected arbitrator is otherwise unavailable, either party may demand that a new arbitrator be selected by following the process below.

The process to select an arbitrator shall be as follows: The Company and the Union will meet within three (3) calendar days after the failed attempt to reach a resolution and each party will present a list of three (3) proposed eligible arbitrator names at this meeting. If an arbitrator name appears on both lists, that person will be selected as the arbitrator. If more than one name appears on both lists, then the arbitrator name that

appears on both lists that has a last name that begins with the letter earliest in the alphabet shall be selected to hear the matter. If no arbitrator appears on both lists, the Company and the Union will alternate striking one name from the list until only one name remains. A coin flip for each arbitration proceeding under this Article 11(C.8) will determine who strikes first. A party that refuses to submit a list of arbitrator names, refuses to meet within the three-day time frame set forth above, or does not submit a list of arbitrator names in a timely manner, will forfeit this right and the other party may select an eligible arbitrator to hear the matter.

9. Flexible Spending Account

Effective 11/2/23, bargaining unit employees may opt to participate in a Flexible Spending Account (FSA) offered by the Company. So long as permitted by applicable law and regulations, FSA funds will be used prior to the utilization of Health Reimbursement Account (HRA) funds.

D. DENTAL PLAN

The Company will pay up to \$31.00 per month per employee toward a dental insurance plan which will provide up to 150% of the "schedule of services and supplies" of the insurance contract. If the premium should exceed \$3100, the Union will have the option of paying the excess through payroll deduction or lower the percentage of the schedule provided to a level, which can be purchased, for the \$27.50 premium. The Company and the Union will jointly choose a provider.

The maximum monthly Company contribution toward the dental insurance plan will be increased from \$31.00 to \$38.00 effective July 1, 2013.

E. LIFE INSURANCE

The Company will pay the full premium for a Group Life Insurance policy providing \$40,000 on the life of each employee. Effective 11/2/23, the Company will pay the full premium for a Group Life Insurance policy providing \$50,000 on the life of each employee.

F. ACCIDENTAL DEATH & DISMEMBERMENT

The Company will pay the full premium for a Group Accidental Death and Dismemberment Insurance Policy. Maximum principal amount shall be increased to and maintained at the same level as the principal amounts of life insurance provided under paragraph E of this section for the accidental death and dismemberment contract.

G. The insurance premiums will be paid by the Company for up to one (1) full year following the employees' inability to work due to sickness. Upon recovery, such employee shall be eligible for full reinstatement with all seniority, pension, and vacation rights.

H. The Company will provide up to \$8.50 per month per employee for a Vision Care Insurance Plan. The Company and the Union will jointly choose a provider.

I. The Company reserves the right to provide all the insurance and benefits granted in the foregoing sections A, B, C, E, F, G, and J by any method or insurer of its choice.

J. Effective January 1, 1995, the Company shall provide all full-time and part-time employees with \$100,000 insurance in the event of loss of life resulting from a hold-up or other felonious act occurring during the performance of their job duties. The annual premium cost to the Company shall not exceed \$2.75 per covered employee.

12. VACATIONS

All employees covered by this contract who have been in continuous service one (1) year or more but less than two (2) years shall be granted one (1) week's vacation with pay; those who have been in continuous service two (2) years or more shall be granted two (2) weeks vacation

with pay; those who have six (6) years or more of continuous service shall be granted three (3) weeks vacation with pay; those who have thirteen (13) years or more continuous service shall be granted four (4) weeks vacation with pay; those who have twenty (20) years or more of continuous service shall be granted five (5) weeks vacation with pay; and those who have twenty seven (27) years or more continuous service shall be granted six (6) weeks vacation with pay.

Employees will be paid vacation hours equivalent to their basic work-week hours.

The vacation period for the Transportation employees will extend through the calendar year, in accordance with a schedule by the Company.

The vacation period for Mechanical and Non-Mechanical employees will extend from March 15 to November 30 and the weeks including New Years Day and Christmas Day, in accordance with a schedule by the Company and will be picked in the month of December.

Vacation period will commence on the Monday nearest the starting date and extend to the Sunday nearest to November 30. Employees who so desire may take their vacation outside the stated vacation periods.

Picking of vacations in the Transportation Department shall be concurrent with the January general pick. Employees unable to be present for the vacation picking in this period shall write out and sign a vacation choice slip and leave same with Company official conducting vacation picking. Employees not present and failing to leave a vacation choice slip will be assigned vacation weeks by a Union official. Employees working and unable to be present for vacation picking may leave choices, but in the event such choices are not available at the time such employees would pick, then such employees will be given the opportunity to pick their own vacations with no lost time. In no event, will any operator who is working be picked in.

An employee to qualify for vacation must have worked at least two hundred (200) days during either the immediately preceding calendar year, or the twelve (12) months prior to the start of his/her vacation and must have been in the employ of the Company as of December 31, preceding his/her vacation.

An employee shall become eligible for vacation at any time during the calendar year on the anniversary date of his/her employment.

An employee who works less than two hundred (200) days will be penalized one (1) vacation day for each ten (10) days not worked under the two hundred (200) day qualification. (Absences on account of illness of three days or more, Union business, jury duty and vacations shall be counted as days worked for the purpose of this two hundred (200) day qualification.)

It is understood that, for timing purposes, employees will receive their vacation pay as if they had worked during the time they were off on vacation. An employee who is discharged or resigns shall receive vacation pay for which he/she is entitled. In the event of the death of an employee, his/her estate or other legally appropriate representative shall receive the vacation pay to which he/she was entitled.

Employees with a three or more week vacation entitlement will be allowed to reserve one week of their vacation to be used one day at a time. Prior to November 1st an employee must inform the Company of his/her desire to use day-at-a-time option. This provision will become effective with the December 1995 vacation pick. After consulting with the Union, the Company will promulgate reasonable rules and procedures to govern application and administration of the program, including a use-it or pay-it provision.

13. HOLIDAYS

- A. The Company agrees to pay eight (8) hours straight time to all employees covered by this contract who are eligible on the following holidays; New Years Day, Martin Luther King Day, Good Friday, Decoration Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, Christmas, seniority date and the employee's birthday. When New Year's Day, Fourth of July, or Christmas falls on a Sunday, the holiday will be observed on the next day, Monday.
- B. The birthday and anniversary holidays will be considered optional working holidays. Employees desiring to work on either their birthday or anniversary date will sign the book at least seven (7) days in advance.

Employees signing the book will be expected to work on their birthday and/or anniversary and will be paid the value of their days work plus eight (8) straight-time hours holiday pay.

- C. Employees who work on a holiday will be paid eight (8) hours at their respective straight-time rates, this is to be over and above any time worked on that day.
- D. Employees who are off will be paid eight (8) hours at their respective straight-time pay provided they work on the day preceding and also on the day following the holiday, unless it is their regular day off, or if they have been excused.
- E. Any employee who is reported sick and has been off at least five (5) consecutive days following the holiday shall receive holiday pay. This shall not apply to employees off more than thirty (30) days prior to a holiday. Any employee unable to work because of injuries suffered on the job prior to the holiday shall receive holiday pay. If an employee is excused or reports on the day preceding and/or the day following a holiday, he/she shall be paid for the holiday time.
- F. Holiday pay will not apply to the time counted for eight (8) hour drop for extra employees, nor will it apply to minimum time for extra employees.
- G. Holiday pay will not be counted in total hours for week in computing overtime pay for forty (40) hours per week.
- H. To be eligible for holiday pay, employees must be on Company payroll at least thirty (30) days.
- I. It will not be necessary for employees to put in time sheets for holiday pay.
- J. Employees scheduled to work on holidays and failing to report without reasonable cause shall not receive pay for the holiday.
- K. Paid sick-leave days cannot be used for the purpose of creating eligibility for holiday pay under Section D hereof.
- L. The Maintenance Department will post a schedule for Martin Luther King Day, Good Friday and Juneteenth for employees to sign up to work on the holiday using the same sign-up and assignment process that is used for all the other designated holidays. The Maintenance Department will post the minimum number of employees who will be required to work the holiday, but any employee whose regularly scheduled work day falls on the holiday may sign up to work even if this number exceeds the minimum number of employees posted by the Maintenance Department.

14. FREE TRANSPORTATION

- A. The Company agrees to furnish free transportation to the employee on all lines owned, leased or operated by the Company in the localities in which they are employed.
- B. Employees riding on free transportation shall not occupy seats to the exclusion of revenue passengers.
- C. The Company agrees to provide free transportation to retirees and their spouses.
- D. The Company agrees to provide one bus pass to one person designated by an active employee. Only the person designated by an employee may use the bus pass. The passes will be in effect for one (1) year (January 1-December 31) and each must be renewed by the user and the employee from year to year and such renewal shall be at no charge. In order for an employee to designate a different person as the recipient of a bus pass during the calendar year; any bus passes already issued by the Company on behalf of an employee must first be returned to the Company. Employees will not be held responsible for the misuse of bus passes provided to the persons designated pursuant to this paragraph. There will be a \$25.00 replacement fee for bus passes.

15. BEREAVEMENT

In the event of death occurring in an employee's family (i.e., mother, father, spouse, grandmother, grandfather, child, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, same-sex committed partner or the child, parent or other above listed relative of the committed partner), the employee shall be excused from work for a period of up to three (3) days. The three (3) days will be determined as three (3) working days within thirty (30) days from the date of death. The amount of pay an employee will receive will be eight (8) hours per day at the straight-time rate for each of the three (3) days. If an employee is on vacation when a death occurs, bereavement will be added to the end of vacation. For the purposes of this article, "same sex committed partners" are those who are financially and emotionally interdependent in a manner commonly presumed of spouses.

16. JURY DUTY

Employees absent because of jury duty will be compensated for the difference between jury duty pay received for scheduled work days and the eight (8) hours straight-time pay for such scheduled workdays. Proof of such jury duty is to be made by presenting a jury duty affidavit to the Company official's office.

17. LEAVE OF ABSENCE

Employees will be permitted to take a leave of absence of no more than thirty (30) consecutive days in one calendar year providing that there is sufficient work force in the judgment of the Company. Extensions may be requested by letter or in person at least five (5) days prior to the expiration of this first leave of absence.

While on a leave of absence, an employee will not be called for work.

An employee may return from a leave of absence earlier than the requested time. (Operators shall work the extra list until the expiration of the original leave of absence.)

Employees off on a leave of absence shall not take any other employment without the consent

of the Company and the Union.

18. SICK AND PERSONAL TIME

- A. Employees with less than three (3) year's seniority will accrue sick days at the rate of one quarter (1/4) day of sick leave per month. Employees with three (3) or more year's seniority will accrue sick days at the rate of one-half (1/2) day of sick leave per month.

Employees may, at their option, use up to two (2) of the above-mentioned sick days for personal purposes.

In addition to the sick leave provision, employees will receive personal time as follows: Newly hired employees, for use during their first year of employment with RTS, will be granted two (2) personal days upon hire. Thereafter, employees will be granted two (2) personal days on their anniversary date.

It is understood that the maximum number of personal days allowed in any one year will be four (4) and that employees wishing to take personal days must request them in advance and be cleared by their supervisor.

Employees will accrue two (2) additional sick days on anniversary date. (This is in addition to the monthly accrual.) These two (2) additional sick days may also be used as personal days.

- B. Sick time may be accumulated up to one hundred twenty (120) days. Any unused accumulation of paid sick leave shall be cancelled upon termination of an employee's service with the Company, whether voluntary or otherwise, except that an employee at the time of retirement shall be paid for 100% of the number of days of unused accumulated sick leave, up to a maximum payout of four hundred (400) hours, at the employee's daily rate of pay in effect at the time of retirement. After 15 years of service, fifty (50) percent pay for unused sick leave upon termination of service up to a maximum of four hundred (400) hours. Sick leave payout is forfeited if involuntary termination occurs.

As an exception to the above, any bargaining unit employee who has an accumulation of 900 or more sick time hours on November 2, 2023 shall, upon meeting the criteria in this Article, be eligible for the greater of: payment for 50% of the employee's total sick time accumulation up to a maximum of 480 hours, or 100% of the employee's total sick time accumulation up to a maximum of 400 hours.

- C. Sick time benefits may only be utilized for sickness or non-job related injuries, which prevent an employee from working. All employees shall have the option to use sick and personal time in ½ day or full day increments. In the case of fixed route Bus Operators, however, the employee may only use sick and personal time in a ½ day increment if the employee uses the time to miss a full piece of work (or two full pieces of work) that equal four or more work hours, and in such case the employee will only be compensated for four (4) hours of sick or personal time. Also, in such case, the Bus Operator who uses a sick or personal time in a ½ day increment will lose the eight (8) hour guarantee.

The parties agree that this provision for use of sick and personal time in ½ day increments, as it applies to Bus Operators, will not become effective until the Company's software system is updated and can capture and track this new benefit and such update will occur within nine (9) months after ratification and legislative approval (11/2/23).

- D. Employees off on sick or personal time shall not take any other employment without the consent of the Company and the Union.

19. CLEARING FROM LEAVE OF ABSENCE AND SICK LEAVE

Any employee who is reported sick or granted leave of absence shall be permitted to clear in person, by messenger or by telephone through the dispatcher or official in charge that he/she will be on duty the next day and shall not be required to do any work on the day on which he/she clears. Such clearings shall be made before 3:00 p.m. Employees whose regular work finishes after 10:00 p.m. on consecutive days shall have until 9:00 a.m. on the day following the first day of sick to clear for work that day. After 9:00 a.m. the following day, all clearings shall be made by 3:00 p.m. the day before. This shall also apply to extra operators holding runs for one (1) week or more.

20. EXCUSED FROM WORK

A. Full Days (Layoff Book)

An open layoff book shall be maintained at the Dispatcher's Office for Transportation employees and at the Mechanical Office for Maintenance employees to sign for a day or days that they wish to be absent. For maintenance employees, the first two employees registered for a particular day or days shall be guaranteed the day or days off, provided the Employee has accrued personal time available to cover the day or days off. If an Employee does not have sufficient accrued personal time to cover the day or days off, but requests and is permitted to layoff by the Company, the incident will not be counted as an "unapproved absence occurrence" for purposes of the "Attendance" memorandum of agreement. For Transportation employees, the first four employees who sign to be absent on Tuesdays, Wednesdays and Thursdays, the first three employees who sign to be absent on Saturdays and Sundays, and the first two employees on all other days, shall be guaranteed the day or days off, provided the Employee has accrued personal time available to cover the day or days off requested. If an Employee does not have sufficient accrued personal time to cover the day or days off, but requests and is permitted to layoff by the Company, the incident will not be counted as an "unapproved absence occurrence" for purposes of the "Attendance" memorandum of agreement. Employees must sign the book not more than twenty (20) days ahead of desired day(s) of absence, it being understood, however, that employees off on the previous Sunday with his/her name in the book shall not be off on the following Sunday, unless all the others, with sufficient accrued personal time to cover the requested absence(s), who have their names in the book and did not get off the previous Sunday have been let off. Employees registered in this book must sign in person and in ink to be dated not more than twenty (20) days ahead of any day they desire to be absent. Each employee shall place the date opposite his/her name in the book at the time his/her application for days off is made. Officers of the Union will be responsible for the layoff book on New Years and Christmas.

Time off will be approved or disapproved two (2) days prior to the day requested. Employees will be able to verify time off after 3:00 p.m. two (2) days prior to the day requested.

B. Part Days or Trips (Layoff Slate)

The layoff slate will be set out at 3:00 p.m. to allow operators to sign in ink for halves or trips for which they wish to be excused. The regular operator's name, run number, and description of times of work must appear on the slate. The extra operator's name and time to be excused must appear on the slated. Work appearing on the layoff slate will be covered based on the times of the work and the availability of extra operators to cover the work, and operators with their names on the slate must check with the dispatcher to receive verification of being excused. The dispatcher will notify an operator as to whether he is excused at least one hour before the time that the operator has requested to be excused.

After the layoff slate has been taken in at 3:00 p.m., any further work will be accepted at the discretion of the dispatcher. The layoff slate shall be attached to the daily work board.

- C. 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 and the Layoff Slate. Such an electronic system will not be implemented unless agreed to by the parties.

21. LEAVE OF ABSENCE – UNION

Board members of the Union who desire leave of absence for Union business shall have such leave of absence at any time when the business of the Union demands their absence providing 24-hour notice shall be given of such request for leave of absence, except in case of emergency. Board members of the Union shall be allowed time off for Union business only when such business relates to the employees covered by this Agreement. In addition, the four executive officers of the Union shall be allowed time off for Union business when such business does not relate to the employees covered by this Agreement.

22. SENIORITY RIGHTS

- A. Any employee who accepts a position with the Company outside the bargaining unit will lose all bargaining unit seniority.
- B. Any employee elected or appointed to any office in the Union whereby his/her duties take him/her from his/her work with the Company, shall be allowed, upon his/her retirement from such office, to take his/her former position with the Company with full seniority rights. The Company will pay all pension, medical and life insurance for Union officers on leave of absence. To the extent that the Union represents employees other than those covered by this agreement or employed by Lift Line, Inc., the benefits presently paid on behalf of two Union officials shall be prorated according to the number of employees represented. That is, if the number of Regional Transit Service, Inc./Lift Line, Inc. employees equals eighty (80) percent of the total employees represented by the Union (or such other local of the Amalgamated Transit Union for which the two Union officials have responsibility), then the Company will only pay for eighty (80) percent of the fringe benefits for those Union officials.

The Union will provide its officers disability, workers' compensation and vacations.

- C. Separate seniority lists will be maintained for the Transportation, Maintenance, Mechanical and Non-Mechanical Departments.
- D. When an employee transfers from one department to another, said employee will retain all seniority rights in the former department for six (6) months. After six (6) months, an employee remaining in a new department will have waived and forfeited all seniority rights in the former department.
- E. The following shall apply when an employee transfers to a position in a different department within RTS:
1. The employee shall retain Company seniority for purposes of vacation, sick days, personal days, anniversary day, and holidays. However, the employee's Company seniority shall not be retained or applied for purposes of pay rate determination or progression after the transfer.
 2. Time 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 (i.e., not an employee who is transferring to a different department within RTS) are not in the bargaining unit represented by the Union and are not covered by this Collective Bargaining Agreement.

3. Pay rates for SVO employees who successfully become a Bus Operator will be determined in accordance with “Memorandum of Agreement – Reimagine RTS Project,” rather than in accordance with this Article. Likewise, pay rates for RTS Operators and Maintenance employees who successfully transfer to SVO positions will be determined in accordance with “Memorandum of Agreement – Reimagine RTS Project,” rather than in accordance with this Article.

23. APPEARANCES ON COMPANY BEHALF

When an employee is summoned to the Claims Department of the Company or as a witness in a lawsuit, he/she must appear and he/she shall be paid for the time consumed. If he/she is taken from his/her run and not restored to the run, he/she shall receive his/her day's pay. If the combination of time consumed exceeds eight hours, the employee will be paid time and one-half (1/2) for those hours over eight (8).

24. PAY DAY

Thursday of each week is to be known as “pay day.” In those weeks in which Monday, Tuesday or Wednesday is a holiday, then Friday will be known as “pay day,” but employees working after midnight Thursday shall be paid on completion of the day's work.

25. WORK – WEEK REGULAR OPERATORS

Regular operators are operators whose names appear on run guides. The work week for all bus operators shall be on the basis of eight (8) hours per day and five (5) days per week. All work over and above eight (8) hours daily and forty (40) hours weekly, exclusive of reporting and cash-in time but including journey time, shall be paid for on the basis of time and one-half (1/2).

- A. No run will have more than three tricks assigned. A run with three tricks assigned will be referred to as a “three-tricker.”
- B. On runs when assigned work exceeds both eight (8) hours work and the ten (10) and one-half (½) hours spread, the spread penalty will be paid over and above the time and one-half (½) payment for work over eight (8) hours. This provision provides time on time. The Company agrees that the days off of regular operators shall be consecutive where possible.
- C. Bus Operators who work three-tricker runs will be provided with a .50/hour differential for all time operating a bus on a three-tricker. Effective on November 2, 2023, Bus Operators who work three-tricker runs will be provided with a .75/hour differential for all time operating a bus on a three-tricker.
- D. The starting time for any run may be changed by the Company by up to twenty minutes without a re-pick.
- E. Meal Periods
 1. All Runs impacted by this Agreement with two pieces will be scheduled with at least one (1) hour between the first and second pieces when the assigned Bus Operator is required to travel from the Transit Center to 1372 East Main Street between the first and second pieces and with at least fifty(50) minutes between the first and second pieces when the assigned Bus Operator is required to travel from 1372 East Main Street to the Transit Center between the first and second pieces. All Runs impacted by this Agreement with three pieces will be scheduled with at least one (1) hour between the first and second pieces when the assigned Bus Operator is required to travel from the

Transit Center to 1372 East Main Street between the first and second pieces, with at least fifty (50) minutes between the first and second pieces when the assigned Bus Operator is required to travel from 1372 East Main Street to the Transit Center between the first and second pieces, with at least one (1) hour between the second and third pieces when the assigned Bus Operator is required to travel from the Transit Center to 1372 East Main Street between the second and third pieces, and with at least fifty (50) minutes between the second and third pieces when the assigned Bus Operator is required to travel from 1372 East Main Street to the Transit Center between the second and third pieces. The parties agree that in situations where this paragraph provides for at least one (1) hour between pieces, this one (1) hour period encompasses the Operator's meal period, travel time and time to pre-check the bus. The parties agree that in situations where this Agreement provides for at least fifty (50) minutes between pieces, this fifty minute period encompasses the Operator's meal period and travel time.

2. "Runs impacted by this Agreement" are those two or three piece runs for which (a) at least one piece of work ends at the Transit Center and requires the Bus Operator to depart from 1372 East Main Street for the next piece of work on the same shift; and/or (b) at least one piece of work ends at 1372 East Main Street and requires the Bus Operator to depart from Transit Center for the next piece of work on the same shift.
3. The parties agree that a critical purpose of this Agreement is to ensure Bus Operators assigned to Runs impacted by this Agreement are provided with sufficient time for a meal period during their work shift.
4. The parties hereby agree that by providing Bus Operators assigned to Runs impacted by the Agreement with at least one (1) hour between those pieces for which travel from the Transit Center to 1372 East Main Street is required and at least fifty (50) minutes between those pieces for which travel from 1372 East Main Street to the Transit Center is required, such Bus Operators will receive a total meal period that is substantially more than thirty (30) minutes. In exchange, the parties agree that in order to accommodate the unique requirements of the public transit industry, this agreement for meal periods will be deemed to satisfy all legal requirements governing meal periods despite that in unusual circumstances the entire meal period between Runs Impacted by this Agreement may not be uninterrupted, that meal periods on such Runs impacted by this Agreement may at times occur outside the specific time periods set forth in Section 162 of the New York Labor Law, and that Bus Operators assigned to such Runs impacted by this Agreement may not receive a second meal period of twenty (20) minutes in the situations addressed in Section 162 of the New York Labor Law. The Union has agreed to these terms in exchange for the promise by RTS to provide Bus Operators assigned to Runs impacted by this Agreement with at least one (1) hour between those pieces for which travel from the Transit Center to 1372 is required and at least fifty (50) minutes between those pieces for which travel from 1372 East Main Street to the Transit Center is required.

26. SPREAD TIME-REGULAR OPERATORS

At least twenty-five (25) percent of all scheduled runs shall be laid out with outside time not to exceed nine (9) hours and thirty (30) minutes. The operators having scheduled runs with outside time exceeding ten (10) hours and thirty (30) minutes shall receive compensation at the rate of time and one-half for such outside time exceeding ten (10) hours and thirty (30) minutes, except that operators driving three-trickers with outside time exceeding nine (9)

hours and thirty (30) minutes shall receive compensation at the rate of time and one-half for such outside time exceeding nine (9) hours and thirty (30) minutes.

27. GUARANTEED RUNS

All runs of six (6) hours and less than eight (8) hours shall pay eight (8) hours straight time (the eight (8) hour guarantee).

Runs need not have Saturdays, Sundays and/or holidays off (with the exception of “6000 runs”), may have a maximum thirteen (13) hour cycle (a maximum 12.5 hour cycle effective on 11/2/23), and may be eliminated if the work is not operated for a period of fourteen (14) calendar days.

Effective January 1, 2010, the distinction between “regular runs” and “packages” in the Collective Bargaining Agreement will be eliminated. Runs formerly labeled “regular runs” and “packages” will be referred to as “runs.”

There will be a class of runs known as “6000 runs.” “6000 runs” must include some experimental work or some Park & Ride work, have a maximum thirteen (13) hour cycle (a maximum 12.5 hour cycle effective on 11/2/23), and must have Saturdays, Sundays and holidays off.

28. EXTRA TRIPS-RUN MAKEUP

No shop or extra trips will be added to the regular schedules, but it is understood that the Company may make up runs, if necessary, on more than one line.

29. RUNS POSTING-TIME ADJUSTMENTS

Relief and distribution of time for all runs shall be adjusted between the officials of the Company and an officer of the Union. The Union shall be notified seven (7) days prior to posting when new boards are to be posted and the effective date for operation of said boards.

30. GENERAL PICKS AND SCHEDULES

- A. It is understood that one general seniority will prevail for all bus lines.
- B. An employee whose seniority would entitle him/her to pick a run at a general picking shall have the choice of picking the extra board until the next general picking. An operator picking the extra board shall not be entitled to pick a run until the next general picking. The number of extra operators shall be determined by the Company.
- C. There will be four (4) picks each year, a general picking effective the months of January and April, a Summer picking effective with the summer schedules, and a fall picking effective with the Fall schedules. All time lost in pickings shall be deducted at straight time rates.
- D. At the general picking, as outlined in paragraph C of this section, Saturday, Sunday, and holiday runs will be picked in seniority at the time of such general picking, and such runs will be numbered after picking so that run numbers will correspond with daily run guides. Available weekly days off (i.e., the days an operator will be off each week during a quarter) for Bus Operators will be posted at each pick for selection in seniority order. Each operator will have two (2) scheduled days off each week.
- E. All run guides, paddles, and trip sheets shall be posted five (5) days before going into effect, except that for a general picking, such posting shall be five (5) days before the

picking starts. It is understood that this shall not apply to emergency picks. All run guides, paddles, trip sheets, and seniority list shall be posted for general picking in the Operator's room.

- F. All extra work will be posted including days off.
- G. The selection of runs shall be in accordance with general seniority. Runs go into effect on Monday, five (5) days after picking.
- H. The Company will pay to the Union the equivalent of fifty (50) hours of straight-time pay at the top operator's rate to supervise each pick.
- I. If any operator fails to show up at his or her turn to pick he/she will be picked into the run that starts and finishes as close as possible to the start and finish of the run the operator presently holds. This will be the discretion of the Union officer who is conducting the pick. This will be done unless the operator is working and he/she asked, at least one (1) hour before the picking was scheduled to begin, to be relieved to pick. It is understood that any errors in the picking will be corrected by the Union at no cost to the Company, unless incorrect information is provided by the Company. Article 30H will be strictly adhered to.
- J. The parties agree to meet to discuss and explore the use of an online work picking system. Such an online system will not be implemented unless agreed to by the parties.

31. LINE PICKING

- A. If any operator fails to sign up in his or her turn within a reasonable time, an officer of the Union shall sign for him or her the best run that may be open nearest to the run held prior to such picking.
- B. The run guides governing line picks will be posted in the Dispatcher's Office.
- C. Line picking of runs will take place when timetables change or vacancies occur.
- D. For operators with runs who have been absent for 5 working days, for any reason, the following shall apply: The affected runs will be available on the extra hold board for picking on a weekly basis. Operators returning from extended absences will immediately return to their bid runs and the Extra Board Operator will return to the bottom of the Extra Board. This will be the practice even if the regular operator returns in the middle of the work week.

32. OVERTIME WORK

- A. Operators shall not be required to work overtime, except when it may be necessary to fill gaps in lines which have occurred through no fault of the Company by reason of breakdown, obstruction of the lines or similar causes, and in no case to exceed one (1) round trip, or unless it becomes necessary by reason of failure of relief to appear, and in this instance, the official in charge shall so arrange that no more than one (1) round trip (suburban) shall be required, and in no instance not more than one round-trip in the city, except on lines where running time is less than forty-five (45) minutes. In such cases, it shall be two (2) round trips.

Notwithstanding the above, the Company reserves the right to mandate that employees attend training conducted by or on behalf of the Company (both in-person and online). Such training will occur no more than two (2) times per year, per individual employee. Mandated training will not exceed five (5) hours per session. The Company will offer affected employees at least four (4) identical training sessions with at least two (2) being weekdays and employees may choose one of these sessions to attend (first come, first served,

subject to available slots at each session). Such time spent in attendance at training will be paid at the rate of time and one-half.

- 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.)
- C. Tardiness or a failure to report for assigned and accepted overtime shall be considered an unexcused absence under the attendance policy unless at least one (1) hour advance notice is given to the Company of such absence.
- D. If an employee accepts an overtime assignment, he or she must show up on time and complete the entire overtime shift unless late arrival or early release is approved by supervision.
- E. An employee who accepts an overtime assignment, but then bids on and is awarded a longer overtime assignment on the same day will not be charged with an unexcused absence under Article 32, C and D.

33. JOURNEY TIME AND TRAVEL TIME

Operators assigned to two or three-piece runs for which at least one piece of work ends at a location that requires the Bus Operator to travel to and depart from a different location for his or her next piece of work on the same shift shall be paid scheduled running time between these locations to compensate the Operator for the time spent traveling between pieces of work to the location of that Operator's next departure.

In addition, as in the past, runs in which the first piece is a relief shall continue to pay the Bus Operator the scheduled running time between the dispatcher's office (1372 East Main Street) and the relief points for their first piece of work on any day.

In addition, runs which end the day's work shift on any day at a location other than 1372 East Main Street or the Transit Center shall pay the Bus Operator being relieved the scheduled running time between the location where the last piece of work ended and 1372 East Main Street.

34. REPORT TIME

Operators taking regular scheduled buses from 1372 East Main Street shall be required to report ten (10) minutes before starting time to see that their buses are properly equipped and to properly pre-check their buses, shall receive ten (10) minutes extra time added to their daily schedule at the regular rate for each pull out from 1372 East Main Street. An operator making a first relief at the Transit Center to begin their first piece of work on any shift shall be required to report at the scheduled relief time, will have at least six (6) minutes of scheduled time between show up and pull out to see that their buses are properly equipped and to properly pre-check their buses, and shall receive six (6) minutes of extra time added to their daily schedule at the regular rate. An Operator making relief at the Transit Center to begin their second and/or third piece of work on any shift will have at least six (6) minutes of scheduled time between show up and pull out to see that their buses are properly equipped and to properly pre-check their buses; there will be no extra time added to their daily schedule in this situation. As in the past, the above provisions of this Article do not apply to an Operator making relief on Main Street in front of RTS offices at 1372 East Main Street; the existing pre-check practice for such Operators will continue.

35. CASH-IN TIME

No allowances shall be made to bus operators for cash-in and turn-in duties, unless the same is required.

36. TRADING OF RUNS

When regular operators or tripper operators are allowed to trade runs for the purpose of getting through early, they shall not be compelled to work longer than scheduled time of run traded, or the work that they agree to do.

No operator will be allowed to trade runs permanently but may trade temporarily by mutual agreement and with consent of the official in charge.

No regular operators shall exchange his/her runs for the intention of performing charter work.

Person driving the run is responsible for everything to do with the run.

37. SLIPS (MISSES)

- A. A slip (miss) shall consist of an absolute failure to report on time.
- B. (For operators making reliefs only.) In cases where buses are delayed for any reasons that operators cannot reach their relief points on time, and that bus was due at the relief point at least ten minutes before the operator was due to relieve, and the operator has called radio control to inform radio control that the bus will be late, and he/she misses their relief, no slip shall be charged against them and they shall be allowed to make their relief as soon as possible at the regular relief point with no loss of time.
- C. When operators are to make reliefs at places other than the garage and are unable to reach relief points, they shall notify the dispatcher or official in charge of their inability and reason one (1) hour before relief time. In cases where operators are due to take buses from the garage and are unable to reach garage to take out said bus, such operator shall notify official in charge thirty (30) minutes or more before the time scheduled to leave the garage. Such notice shall be made in person, by messenger, or by telephone. Such operators will not be charged with a slip (miss).

38. DELAYED BUSES

Operators who are driving buses that are delayed shall be relieved at regular relief points except when an emergency arises, and be paid until relieved. Operators who have reported to relieve these buses shall be paid for their time at regular rate.

39. DISCIPLINE-DAYS OFF

Operators who are disciplined shall not be required to report for work on the day of discipline.

40. ACCIDENT REPORTS

Operators will receive one-half (1/2) hour of straight-time pay for making out accident, incident, witness, personal injury, and property damage reports.

41. STUDENT INSTRUCTION

There shall be a class of operators called student instructors. Student instructors shall be chosen by seniority, must satisfactorily complete a training course and must instruct according to approved training methods. Student instructors shall be paid one dollar (\$1.00) per hour over and above their regular rate of pay while instructing.

42. LOSS OF COMPANY FUNDS

Operators carrying Company funds will be protected against loss by insurance coverage at Company expense.

43. OPERATOR'S WORK

No one but an operator shall drive a vehicle in revenue service.

44. DAY-OFF WORK

Any Operator working on regular day off shall be paid from the time of reporting until operator is excused, except as provided in Section 50 on Charters. Operator will be paid at the rate of time and one-half (1/2). This is not to be construed that any operator is compelled to work on day off. In the event the operator shall be called in to work on regular day off, he or she shall be guaranteed a minimum of two (2) hours work and if there is less than two (2) hours work, shall be guaranteed two (2) hours pay and in the event he or she works more than two (2) hours, he or she shall be paid from the time of reporting until excused at the rate hereinbefore stated.

The overtime rate will not be paid to an operator voluntarily working on his/her day(s) off if the operator was absent from work during his/her regular scheduled workweek. In this case, the operator will be paid as if it were a regular working day (straight-time rate) until such time as the hours worked on the day(s) off equal the hours absent during the workweek and shall receive pay at the overtime rate for the balance of work performed on that day.

Tardiness or failure to report for an assigned and accepted day off work package shall be considered an unexcused absence unless at least one (1) hour advance notice is given to the Company of such absence.

Articles contained in the following (Articles 45-49 Work Rules) – Ad hoc committees will be established, consisting of three Union and three Non-Union members to discuss work rule changes. Committee to meet monthly or more frequently, if needed. Any recommended changes resulting from the committee will be reduced to writing and are subject to the approval of both parties.

45. EXTRA OPERATORS AND GUARANTEED WORK RULES

- A. All extra operators shall be guaranteed a minimum of eight (8) hours pay daily for five (5) days each week. To receive this guaranteed minimum, extra operators shall report twice daily between the hours of 4:35 a.m. and within a thirteen-hour (13) cycle, if requested. An extra operator finishing late work between 11:00 p.m. and midnight and given an early show up the following day, shall have the privilege of making that show up or making a 10:00 a.m. show up and working late for that day.
- B. "Show-up Rules". An extra operator who shows up and reports as requested for four (4) days shall receive a guarantee of four (4) eight (8) hour days computed on a daily basis; for three (3) days shall receive a guarantee of three (3) eight (8) hour days computed on a daily basis; for two (2) days shall receive a guarantee of two (2) eight (8) hour days computed on a daily basis, and for one (1) day shall receive a guarantee of eight (8) hours.
- C. Extra operators reporting at 5:00 a.m. or before shall not be required to work after 6:00 p.m. Operators reporting after 5:00 a.m. shall not be required to work after a thirteen (13) hour cycle. Extras reporting between 6:30 a.m. and before 9:00 a.m. shall not be required to work after 7:30 p.m. except in an emergency. Any show up at 9:00 a.m. or after is to work late

work, but shall not be required to work beyond a thirteen (13) hour cycle, except that the latest p.m. show up shall work the latest runs which are on call that day. All late show ups on any assignment shall, upon completion of such assignment, report back to the dispatcher to be excused for the day. Extra operators shall receive pay at the rate of time and one-half (1/2) after eight (8) hours of actual work in any one day, exclusive of reporting and cash-in time, but including journey time. Extra operators shall likewise receive time and one-half (1/2) for all time required to be on duty after a spread of ten and one-half (10 ½) hours.

- D. All items of pay shall be credited in computing the daily guarantee to extra operators except as follows:
 - 1. The premium of half-time for over time and excessive spread shall not be credited toward the eight (8) hours.
 - 2. One-half (1/2) of the straight-time pay for reports and cash-ins shall not be credited toward the eight (8) hours daily guarantee.
 - 3. The accident-report-allowance time shall not be credited toward the eight (8) hours of daily guarantee.
- E. Extra operators operating scheduled runs shall be covered by the same outside time allowance as regular operators.

46. SHOW UP TIME

Operators who are held for show ups to protect the board will be paid for all time held at their applicable rate.

47. REVOLVING BOARD

- A. All a.m. extra operators receiving eight (8) hours or more in pieces of work or a complete run in one day, shall drop and revolve on the extra board. Working pieces of work that total less than eight (8) hours, even though those pieces of work normally make up a complete run, would not drop an extra operator on the board for that day. Late show-up operators shall move up on the board regardless of time worked that day. Any extra operator that slips prior to 6:00 p.m. will drop on the board. The extra board will be posted at the radio controller window at 5:30 p.m. for the following day and will remain posted until 3:00 p.m. the following day.
- B. The extra board will operate as follows:
 - 1. A.M. assignments will begin with signed-up all day Extra Operators at the top of the Board, followed by signed-up A.M. runs, followed by A.M. show-ups, then P.M. show-ups.
 - 2. All A.M. runs will be assigned to the extra operators following the all day extras. These runs will be signed up by 5:30 p.m. of the previous day.
 - 3. On Sundays and Holidays (including Jewish holidays), all A.M. runs and trippers will be assigned to the extra operators following the last A.M. show-up and before the first P.M. show-up. These pieces of work will be signed up by 3:00 P.M. of the previous day.
 - 4. When there is an A.M. run out of an extra operator's cycle, he/she will be offered the run intact, but must work the first half if an overtime operator is not available.
 - 5. Operators called in for extra work on their regular work day that catch a full run which conflicts with their regular work, will work only the first half. Overtime operators cannot refuse any work.
 - 6. All day extras, if operating, will be called intact except for an emergency.
 - 7. All late runs will be called intact except in an emergency.
 - 8. All P.M. work shall be assigned so that the operator first up on the board shall be assigned the largest piece of work or combination of pieces of work within his/her cycle.

- C. A list of a.m. and p.m. trippers shall be available in the Dispatch Office.
- D. Trippers will not be prescheduled/assigned and will instead be given out through the Extra Board work (window).

48. AUTOMATIC SHOW-UPS

Operators assigned to early work who fail to cover such assignments will be automatically a 10:00 a.m. or 1:00 p.m. show-up. However, as long as the 10-hour rule affects RTS, see special agreement effective 3/1/93.

An operator working after twelve midnight (12:00 a.m.) shall not be required to report for work until 1:00 p.m. that day. Any extra operator working until 2:00 a.m. or thereafter shall, on request, be granted a 2:00 or 3:00 p.m. show-up that day.

49. RESERVE OPERATORS

Extra operators who are required to report for any work after 6:00 p.m. shall receive pay from 6:00 p.m. until completion of such work or until released from show up and shall be paid for at least two (2) hours. This applies to reserve operators only.

The Company will have the right to assign only the number of extra operators it deems necessary to the night reserve board, with such assignments being made to extra operators who have sufficient remaining cycle time to perform the work.

50. CHARTER WORK

A. All Charters

1. All charters of eight (8) hours duration or more shall be assigned to operators the day before, beginning with the operator at the top of the extra board. However, in the case of a charter contracted for after the board is posted, such charter assignment will be given to the first operator on the extra board in his/her cycle. If no extra operator is available, the job will be assigned to an available regular operator. In the event more than one (1) regular operator is available, the job will be assigned according to seniority. An operator may refuse such a charter and take position on the extra board. If a charter is cancelled after being assigned, the operator will take position on the extra board and shall not have any claim to work that he or she may have missed. His/her position for the day will be following the last show-up prior to the pullout time of the charter and no operator on show-up can pass work to this operator. All other extra operator work provisions, including a thirteen (13) hour cycle, will apply to this operator.
2. All charter operators will be required to load and unload customers' baggage. On transfer moves such as between the airport and hotels, a three dollar (\$3.00) baggage handling charge will be paid. On one-way summer camp moves, a three dollar and fifty cents (\$3.50) baggage handling charge will be paid. On two-way moves seven dollars (\$7.00) will be paid for baggage handling.
3. When a number of buses are ordered on a charter operation, and some are found to be not needed after the buses are sent out, operators will be sent in according to their extra board seniority for that day. Operators will be informed upon receiving their charter work of their position for that day and change buses to maintain their seniority.
4. Operators will be compensated for allowable expenses on charters.
5. No regular operator shall exchange his/her runs for the intention of performing charter work.

B. Local Charters

A charter within a sixty (60) mile radius of the garage will be designated as a local charter.

1. The rate of pay on local charters will be the prevailing line rate plus all provisions for overtime pay and spread time. Provisions for meal allowance will not apply to local charters.
2. Local charters will be paid overtime after eight (8) hours.

C. Over The Road Charters

A charter beyond a sixty (60) mile radius of the garage will be designated as an over the road charter.

1. The base rate for over the road charters will be \$10.45 per hour. All day-off operators will be guaranteed time and one-half of the over the road charter rate. Extra operators working on over the road charters on their regular day will be guaranteed their prevailing Company straight-time rate. A day-off operator, protecting the board, may pass an over the road charter to another day-off operator if one is available. The base charter rate will be adjusted at the same ratio as the top operator's rate.
2. Short over the road charters of less than three (3) hours duration will pay a minimum guarantee of three (3) hours. Over the road charters of seven (7) or more hours will pay a minimum guarantee of eight (8) hours.
3. The meal allowance for over the road charters will be \$2.50 for breakfast, \$3.25 for lunch, and \$7.00 for dinner. To be entitled to breakfast allowance, a charter must depart from the garage prior to 6:00 a.m. To be entitled to dinner allowance, a charter must return to the garage later than 7:00 p.m.

D. Overnight Charters

1. A minimum guarantee of nine (9) hours will be paid for each day exclusive of the first and last day of the multi-day charter. On the first and last days, a minimum guarantee of eight (8) hours will be paid.
2. Subsistence on overnight charters will be a flat rate of \$40.00 per day to cover the cost of each night's lodging plus three (3) meals.

51. PAY RATES-BUS OPERATORS AND SMALL VEHICLE OPERATORS

A. The hourly rates to be paid to bus operators hired before January 15, 1995, shall be the same as the bus operators top rate in Article 51D.

B. The hourly rates to be paid to bus operators hired on or after January 15, 1995, but before March 7, 2013, shall be the same as the bus operators top rate in Article 51D.

C. Bus Operators hired on or after March 7, 2013, shall be paid according to the following schedule:

	1/1/23	1/1/24	1/1/25	1/1/26
Time in Service				
0-12 Months	26.92	27.86	28.77	29.63
13-24 Months	27.81	28.78	29.72	30.61
25-36 Months	28.71	29.71	30.68	31.60
37-48 Months	29.79	30.83	31.83	32.79
49-60 Months	30.86	31.94	32.98	33.97
61-72 Months	31.94	33.06	34.13	35.16
73-84 Months	33.02	34.18	35.29	36.35
85-96 Months	34.45	35.66	36.81	37.92
Over 96 Months	35.89	37.15	38.35	39.50

For such operators the last sentence of Section 54(D) shall be inapplicable.

D. The bus operator’s top rate shall be as follows:

<u>Effective Date</u>	<u>Operator’s Top Hourly Wage Rate</u>
January 1, 2023	\$35.89
January 1, 2024	\$37.15
January 1, 2025	\$38.35
January 1, 2026	\$39.50

E. Small Vehicle Operator Pay rates as of January 1, 2023

	1/1/23	1/1/24	1/1/25	1/1/26
Time in Service				
0-12 Months	21.01	21.75	22.45	23.13
13-24 Months	22.01	22.78	23.52	24.23
25-36 Months	22.76	23.56	24.32	25.05
37-48 Months	23.51	24.33	25.12	25.88
49-60 Months	24.26	25.11	25.93	26.70
Over 60 Months	25.01	25.89	26.73	27.53

F. The Small Vehicle top rate shall be as follows:

<u>Effective Date</u>	<u>Small Vehicle Operator Top Hourly Wage Rate</u>
January 1, 2023	\$25.01
January 1, 2024	\$25.89
January 1, 2025	\$26.73
January 1, 2026	\$27.53

52. UNIFORM ALLOWANCE

The Company shall pay bus operators Two hundred Fifty Dollars (\$250) per year towards uniforms to be divided into quarterly payments to be made to a uniform house selected by the Company and the Union. Effective on November 2, 2023, the Company shall pay bus operators Two hundred seventy-five Dollars (\$275) per calendar year towards uniforms to be divided into quarterly payments to be made to a uniform house selected by the Company and the Union. A maximum of Three Hundred Fifty Dollars (\$350) may be accumulated for uniform allowance. Up to Fifty (50%) percent of the annual uniform allowance may be used for dry cleaning.

A new driver shall receive his/her full first year uniform allowance of two hundred fifty (\$250) dollars upon successful completion of training. Effective on November 2, 2023, a new driver shall receive his/her full first year uniform allowance of two hundred seventy five (\$275) dollars upon successful completion of training.

An operator may elect to receive a portion of his/her uniform allowance to pay for the renewal cost of his/her Commercial Driver’s License (CDL). An operator will have this option only in years when his/her CDL is subject to renewal. The Company will establish rules and procedures to implement and administer this paragraph.

53. 19A PHYSICAL

Company to pay a minimum of two (2) hours straight-time for all operators taking a 19A physical at a site off the main property. If the actual time for the physical exceeds two (2) hours, operator will be paid for excess time if the excess time is not the fault of the operator

(employee). If in the future 19A physicals are conducted at the main property, a minimum of One(1) hour straight time will be paid, and time in excess of one (1) hour will be paid if excess is not the fault of the employee.

54. PART-TIME OPERATORS

- A. Part-time bus operators shall be covered by only those provisions specifically set forth in this Section or referred to by Section number and topic as follows:

Section 1 -Conformity to Law Clause

Section 2 -Management Rights

Section 3 -Recognition of Union

Section 4 -Treatment with the Union

Section 5 -Grievances

Section 6 -Discipline/Discharge

Section 7 -Clean Record Rule

Section 8 -Arbitration

Section 9 – Probationary Period

Section 10 -Check Off

Section 11.H – Vision Care (effective 11/2/23)

Section 11.J -Felony Assault Insurance

Section 12 – Vacation (effective January 1, 2024.) (Paid at the number of hours the employee would have worked based on his/her assignment; maximum accrual of three (3) weeks.)

*This part-time vacation benefit will also apply to part-time Small Vehicle Operators.

* Effective January 1, 2024 this part-time vacation benefit will also apply to part-time

Customer Service Department employees.

Section 14 -Free Transportation (employees only)

Section 23 -Appearance on Company Behalf

Section 24 -Pay Day

Section 33 -Journey Time and Travel Time

Section 34 -Report Time

Section 35 -Cash-in Time

Section 37 -Slips (misses)

Section 38 -Delayed Buses

Section 40 -Accident Reports

Section 52 -Uniform Allowance (after 180 days)

Section 53 -19A Physical

Any provision in this Agreement in conflict with these part-time operator provisions, shall be superseded by the part-time operator provision of this Section of the Agreement.

- B The number of part-time operators be limited to ten (10%) percent of the number of full-time operators employed.
- C. A part-time operator will not regularly be scheduled to work more than thirty (30) hours per week. Part-time operators may exceed the limit of thirty (30) hours per week in the event of emergency situations due to weather or due to vehicle breakdown or when no full-time operator is available.
- D. Wage rates for part-time operators will be the same as those applicable to full-time operators, including the applicable progression schedule. In the application of the progression schedule to part-time operators, one hundred seventy-three (173) hours worked will be equivalent to one month.
- E. A part-time operator will perform work as assigned to him/her by the Company, subject to the limits set forth in paragraph C above. The Company shall have sole discretion in

making assignments to part-time operators, and such assignments need not be offered initially to full-time operators and thus are no longer available for bidding by full-time operators.

- F. Part-time operators shall not be eligible for pay guarantees or penalty pay provisions, Part-time operators shall not be eligible for paid leave or other fringe benefits applicable to full-time operators, except as specifically provided in this section.
- G. When full-time positions become available, they shall be offered first to part-time operators' seniority.
- H. Part-time operators shall not accrue seniority. A part-time operator who applies for and is accepted for employment as a full-time operator shall, for all purposes, accrue seniority only from the date of his/her hire as a full-time operator.
- I. In accordance with the requirements of law, part-time operators shall be covered by the Social Security Act, as amended, for so long as the same is applicable. Part-time operators will be covered by the requirements of other applicable laws, such as the New York State Disability Benefit Law, and the New York State Workers' Compensation Law, to the extent required by law.
- J. No full-time bus operator shall be laid off while part-time bus operators are employed. In the event of a reduction in force, full-time bus operators will be given the option of selecting available part-time assignments in preference to lay off, thus displacing the part-time incumbents. A full-time bus operators' recall rights will not be affected by the election or non-election of a part-time assignment after layoff, recall rights of a full-time or part-time bus operator will expire after a period equal to an employee's service with the Company, or two (2) years, whichever is greater.
- K. Effective April 1, 1999, part-time operators will become eligible for participation in the retirement pension plan on completion of one (1) full year of service. Effective January 1, 2023, all part-time employees hired prior to April 1, 1999 will be credited with pension credits after one (1) year of service for time employed.

55. MAINTENANCE DEPARTMENT

- A. Effective August 19, 2002, the Maintenance Department will be divided into three (3) Categories, Mechanical, Non-mechanical, and Farebox.

Mechanics and Farebox Technicians shall be defined as Technician I (first Class Mechanic), Technician II (Mechanic Second Class), Technician III (Helper), Tire Technician, and Master Electrician.

Non-Mechanical shall be defined as Laborer, Watchman, Janitor, Truck Driver, Washer, Placer, and Vehicle Service.

All new hires or transfers on or after November 1, 1975 shall be placed in one (1) category or the other with seniority promotional rights only within their category.

Employees hired before November 1, 1975 will retain the present promotional rights, which allows for and gives preference for movement from the Non-mechanical to the Mechanical categories.

Any Non-Mechanical employee desiring to move into a Mechanical position will be permitted to do so based on qualifications, and with the understanding that they will be given a minimum of fifteen (15) days and a maximum of forty-five (45) days trial period

to qualify for the job. In the event that they fail to qualify during the trial period, they will have bumping rights back to the non-mechanical category. A maintenance employee who bids on and is awarded a maintenance position will be provided with a (14) fourteen calendar day trial period, exclusive of individual sick days, bereavement, holidays, or pre-scheduled vacation (two week maximum), but not exclude any other absence, including compensation and disability leaves.

Effective upon settlement/award, any employee who bids on into an open position within the Farebox Department and qualifies for that position as a result of specialized farebox training may not bid out of the farebox position for a two (2) year period. This two (2) year period may be waived upon request and in the Company's sole discretion.

Consideration will be given to disabled employees from other departments for non-mechanical positions provided their disability does not hamper them from performing the Non-Mechanical position to its fullest extent.

- B. Upon resignation, discharge or retirement of a presently higher rate non-mechanical employee, the replacement for such employee will be at the lower prevailing wage scale provided the replacement is changing job title.
- C. The work week for all employees in the Maintenance Department shall be on the basis of an eight (8) hour day, five (5) days per week, forty (40) hours per week. All work over and above eight (8) hours daily and on designated days off shall be paid for on the basis of time and one-half. Days off shall be consecutive where possible.
- D. Overtime in the Maintenance Department will be offered/handed out by seniority to the available employees within the various vacation boards. (Currently they are: Overhaul Shop, Body Shop, Buildings and Grounds-Mechanical, Garage Days, Garage Nights, Non-Mechanical Days, Non-Mechanical Nights, Building and Grounds-Non-Mechanical, Tire Technician and Farebox.)

If a technician accepts an overtime assignment, he will be expected to have the skills and experience to be able to complete the overtime work. A technician who fails to perform an overtime assignment in an acceptable fashion may be subject to disqualification from similar overtime assignments in the future until the technician shows he can perform the overtime work.

1. Changes in the definition of the existing vacation boards (i.e., the number of boards and the types of employees assigned to them) will be subject to agreement between the Company and the Union.
2. When Maintenance employees are offered/handed out overtime that calls them from their home for emergency work, it shall be by seniority within the vacation boards.
3. Employees may be brought in through pre-arrangement two (2) hours early to start their shift regardless of seniority except that seniority shall prevail where two(2) or more employees start at the same time and essentially perform the same type of work. In addition, an employee(s) may be kept regardless of seniority approximately three (3) hours, after the end of his/her shift to continue a job they had been working on (at least 30 minutes or more) prior to the end of their shift.
4. Any work assigned less than 30 minutes prior to the end of their shift will be offered/handed out in seniority within the vacation boards to the employees on duty. Said work will not be longer than three (3) hours from the end of their shift, except in the case of roadwork.
5. Any work over three hours will be offered/handed out in seniority as previously stated within the various vacation boards.
6. If no mechanic in the Garage Nights is available for night overtime work, then it will be offered/handed out in seniority to mechanics in Garage Days. If no mechanic in Garage Days is available for day overtime work, then it will be offered/handed out in seniority to mechanics in Garage Nights.
7. If no employee in Non-Mechanical Nights is available for night overtime work, then it will be offered/handed out in seniority first to the employees in Non-Mechanical Days. If no employee in Non-Mechanical Days is available for the work, then it will be offered/handed out in seniority to the employees in Building and Grounds Non-Mechanical.

8. Before the Company starts to assign overtime, it must first determine what the overtime will be and how many employees are required and then assign work until those requirements are met, even though this means continuing from the night employees to the day employees or the day employees to the night employees.
9. When employee(s) work hours are changed to attend classes or receive training, such change shall constitute their regular work assignment for that day. Those employee(s) shall retain their seniority rights in respect to extra work within their respective vacation boards.

The Company has the right, twice per calendar year, to change an individual's schedule/day off for training purposes for no more than five days within a work week when trainers from outside organizations are conducting training at RTS. If there are training opportunities above the two times per calendar year the employee may agree to a change in the schedule/day off to take advantage of the training opportunity. The individual will receive at least two weeks prior notice of the change. Employees that have their days off and/or hours changed for the purpose of training will remain on their respective vacation boards for any open work that may be offered.

10. When the Company determines that they want a whole vacation board to work, they may ask the whole vacation board and stop asking at the end of the vacation board, without regards to how many slots are unfilled.
11. When weekend work is offered/handed out to employees who are off Sat. & Sun., the employees on this vacation board who are off weekdays, will be able to work comparable days off. (Example — Sat. & Sun. off — work offered/handed out Sat. – Tue. & Wed. off — work offered/handed out Tue.).

The parties agree to clarify the procedure used to implement Section 55(D)(11) as follows:

In situations covered by Article 55(D)(11), an employee on the vacation board who is not off on the weekend day that weekend overtime is offered to all employees on the vacation board will be offered/handed out the weekend overtime on his or her first regularly scheduled day off in the work week following the date the weekend overtime work was offered/handed out.

For purposes of determining an employee's "first regularly scheduled day off in the work week following the date the weekend overtime work was offered/handed out" under this Agreement, an employee's work week shall be defined as Monday through Sunday.

Examples:

- a. Monday-Tuesday Off. For example, if the employee's regularly scheduled days off are Monday and Tuesday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Monday after the Saturday on which the weekend overtime work was offered/handed out.
- b. Tuesday-Wednesday Off. For example, if the employee's regularly scheduled days off are Tuesday and Wednesday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Tuesday after the Saturday on which the weekend overtime work was offered/handed out.
- c. Wednesday-Thursday Off. For example, if the employee's regularly scheduled days off are Wednesday and Thursday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Wednesday after the Saturday on which the weekend overtime work was offered/handed out.
- d. Thursday-Friday Off. For example, if the employee's regularly scheduled days off are Thursday and Friday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Thursday after the Saturday on which the weekend overtime work was offered/handed out.

e. Friday-Saturday Off. For example, if the employee's regularly scheduled days off are Friday and Saturday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Friday after the Saturday on which the weekend overtime work was offered/handed out.

f. Non-Consecutive Days Off. For example, if the employee's regularly scheduled days off are Monday and Sunday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out the overtime on the first Monday after the Saturday on which the weekend overtime work was offered/handed out.

By way of further example, if the employee's regularly scheduled days off are Tuesday and Friday, and his whole vacation board is offered/handed out weekend overtime work on a Saturday, he will be offered/handed out overtime on the first Tuesday after the Saturday on which the weekend overtime work was offered/handed out.

Effect of Vacation. If an employee on the vacation board who is not off on the weekend day that weekend overtime is offered to all employees on the vacation board has vacation scheduled on the date which he would be offered/handed out weekend overtime pursuant to Article 55(D)(11) and as described in above, he shall be offered/handed out such overtime on his first regularly scheduled day off in the first full work week following his return from vacation.

For example, if an employee's regularly scheduled days off are Thursday and Friday, and his whole vacation board is offered/handed out weekend overtime work on Saturday, he will—pursuant the above language in this Section—be offered/handed out the overtime on the first Thursday after the Saturday on which the weekend overtime work was offered/handed out. If the employee is on vacation on that Thursday (the first Thursday following the weekend overtime work), he shall be offered/handed out the overtime on the first Thursday following his return from vacation.

Effect of Holidays. When an employee on the vacation board who is not off on the weekend day that weekend overtime is offered to all employees on the vacation board is offered/handed out weekend overtime work pursuant to Article 55(D)(11) and as described above in this Section, and the date on which that work would be offered/handed out pursuant to Article 55(D)(11) and as described above in this Section is a holiday, that employee shall be offered/handed out such overtime on his first regularly scheduled day off in the first full workweek following that holiday.”

12. Overtime in the Farebox Department will be offered/handed out by seniority to the Farebox Department employees only. The Company has the right to continue to assign nonunion members and supervisors to service farebox equipment, to monitor or assist with farebox to vault transfers, and to repair or replace monitoring equipment in the service building.
13. The Company shall post and fill two (2) "substitute farebox technician" positions. The selected employees will receive on-the-job training and may be assigned to substitute for absent farebox technicians or given overtime after it has been offered/handed out to farebox technicians. They will remain in their original department and vacation board.
14. The following procedure shall be followed when offering overtime.
 - a. Definition of “Offered/Handed Out” - The term “offered/handed out” means that the Company has either spoken to the employee in person with regard to the overtime opportunity or has placed a phone call to the telephone number provided to the Company by the employee for the purpose of receiving offers of overtime opportunities and the procedure set forth below, as applicable, has been followed
 - b. If the offer is made to the most senior employee on the applicable vacation board within twelve (12) hours before the overtime is going to start:
 - i. If the employee answers, the person making the call shall identify himself/herself, outline the hours of work and ask if the employee will commit to the work. If the employee states that he/she does not want the work, the person making the call shall proceed to the next person in order of seniority.

- ii. If someone other than the employee answers and the employee is not home, the person making the call shall identify himself/herself, indicate his/her name, position, the company, who he/she is calling for and why (extra work). The person making the call shall inform the person who answers the phone that he/she must continue calling down the list, but should the employee come home shortly, he/she can call in and see if the work is still available. The person making the call shall proceed to the next person in order of seniority. If the employee does call and the work is still available, he/she may take the work. (If a little child answers, the person making the call should ask to speak with an adult, if possible.) No one other than the employee can commit the employee to extra work.
- iii. If an answering machine answers, the person making the call shall provide the same information as in (ii) and then proceed to the next person in order of seniority.
- iv. If the person making the call gets a busy signal or no answer, he/she should try again to be sure the correct number was used, letting the phone ring at least ten (10) times (if possible). If it is still busy or no answer, the person making the call shall proceed to the next person in order of seniority.
- v. This process should be continued until the predetermined number of employees have committed to the work.
- c. If the offer is made to the most senior employee on the applicable vacation board more than twelve (12) hours before the overtime is going to start:
 - i. If the employee answers, the person making the call shall identify himself/herself, outline the hours of work and ask if the employee will commit to the work. If the employee states that he/she does not want the work, the person making the call should proceed to the next person in order of seniority.
 - ii. If an answering machine answers or if someone other than the employee answers and the employee is not home, the person making the call shall identify himself/herself, indicate his/her name, position, the company, who he/she is calling for and why (extra work). In that situation, if the person making the call gets a busy signal or no answer, the person making the call should not proceed to the next person in order of seniority unless and until the person returns the call and declines the work.
 - iii. If the employee will be on duty prior to the start of the overtime work, the call-in form should be forwarded to the appropriate supervisor to ask the employee in person.
 - iv. If the employee either calls back and states, or tells the appropriate supervisor that, he/she does not want the work, the person making the call should proceed to the next person in order of seniority.
 - v. If the employee does not call back and does not tell the appropriate supervisor that he/she does not want the work, the Company will wait until Section 14(b) becomes applicable then continue calling, starting with the employee that could not be contacted.
 - vi. This process should be continued until the predetermined number of employees have committed to the work.

*The changes to 55(D) effective in the 2012 – 2014 Collective Bargaining Agreement do not impact the established remedy for seniority violations of the call-in rules in this section.

- E. When garage employees are called from their homes for emergency work, they shall be paid at the overtime rate, but at no time shall this be less than five (5) hours for time worked outside their regular hours.
- F. When garage employees, between November 1st and April 1st, are required to go out on wrecking work, they shall be paid at the rate of time and one-half. Garage employees, who are required to go out on wrecking work while performing overtime work at time and one-half, shall be paid an additional half time rate. Wrecking work is defined as work that requires the bus to be lifted up with the use of a boom and chains attached to the underside of the bus. Only Technician I or Technician II shall perform mechanical work

on the road or retrieve crippled buses, unless more than one employee is required, in which case the additional employee or employees may be a Technician III.

- G. The daily hours of work to be so arranged as to suit existing local conditions.
- H. When a maintenance employee is performing the work of a higher classification, he/she shall receive the higher rate of wages.

Any mechanical employee, who in the course of twelve (12) consecutive months works more than eight-hundred eighty (880) hours in a job classification that is higher than his/her regular classification, will be automatically elevated to the higher classification on a permanent basis.

- I. All promotions, transfers, or reduction in force in the entire Maintenance Department shall be based on general seniority if the employees are qualified. In the event that a vacancy in a job exists and promotion for which job the employee shall be eligible by virtue of seniority, such employee shall be given not less than thirty (30) days nor more than (60) days to qualify for such job. Employees, if unable to qualify, shall not be given a trial for another job until after six (6) months.

A maintenance employee who bids on and is awarded a maintenance position will be provided with a fourteen (14) calendar day trial period, exclusive of individual sick days, bereavement, holidays, or pre-scheduled vacation (two (2) week maximum), but not excluding any other absence, including compensation and disability leaves.

All employees in the Mechanical Department shall have the privilege of bidding on a Technician III's job classification in preference to a newly hired employee. Vacancies shall be posted at the time clock in the departments.

- J. The Company agrees that a list of the employees in the Maintenance Department with their classification and rates of pay shall be posted in all departments and that any and all promotions with the classifications thereof, shall likewise be listed and posted.
- K. When an employee signs for a vacancy for a job and is called to discuss qualifications with the official in charge, a Union representative, if the employee so desires, may be present.
- L. Before Maintenance Department jobs are filled from the outside, the opening will be posted for Transportation Department employees. In order to bid on the job, the Transportation Department employee must be qualified to perform the job.
- M. When it is necessary to reduce the force, preference for recall will be given to employees laid off before new hires are employed, according to their general seniority, if they are qualified. Recall rights will expire after a period equal to an employee's service with the Company, or two (2) years, whichever is greater.
- N. It shall be the responsibility of any employee who has been furloughed to notify the Company of any change of address and upon notification of recall by the Company; such employee must answer such notification within seventy-two (72) hours if he or she is to be considered.
- O. Five (5) minutes shall be allowed at night for the purposes of washing up and making out the necessary time cards. Maintenance employees shall be allowed to make up at the end of the day for tardiness at the start of the day up to a cumulative total of 15 minutes for the entire calendar quarter, but Maintenance employees may only make up such time for tardiness at the end of the day on up to four (4) days per calendar quarter.
- P. The Company agrees to furnish coats and boots or overshoes to employees doing work

on wet or snow-covered equipment, including rubber gloves, full-length or short length coats, and masks for those doing cyclone-cleaner work. This provision shall apply to bus washers and maintenance crews.

- Q. In cases where buses are delayed by accident or blockade, so that employees necessarily arriving on same cannot reach their place of employment on time, the question of payment of lost time shall be taken up for adjustment between the head of the department and the Union, except that no inference shall be drawn from this section that the Company is responsible for payment of time off.
- R. Employees in garages shall be classified as Technician I, Technician II, and Technician III. No one doing major repairs shall be classified lower than Technician II and shall be paid accordingly. Employees doing major overhauling shall not be classified lower than Technician I, and be paid accordingly.

It is understood that all mechanical employees will be expected and obligated to perform all work assigned to them within their classification.

- S. Only garage employees do garage work, but all employees in the Mechanical and FareBox categories shall be able and permitted to tighten or replace missing grab rail screws; remove and replace/re-install bumpers from buses in order to remove the engine, Energy Storage System Enclosure, Fuel Cell and/or perform diagnostic, troubleshooting or repair work on the engine, Energy Storage System Enclosure, Fuel Cell; remove and replace/re-install all bus panels (which includes, but is not limited to, ceiling panels, side panels, interior and exterior panels) in order to perform diagnostic, troubleshooting or repair work; remove and replace/re-install all fasteners on buses (which includes, but is not limited to, nuts, rivets, screws, bolts, clamps etc.); perform repairs to air lines in driver's seats; remove and replace/re-install seats on buses in order to perform diagnostic, troubleshooting or repair work on the engine and/or the articulated bus joint section of the bus; remove and replace/re-install floor plates for purposes of diagnostic, troubleshooting or repair work on the articulated bus joint section of the bus; remove and replace/re-install the lift pan for purposes of diagnostic, troubleshooting or repair work on bus lifts; drill holes; re-size openings for exhaust pipes; remove and replace/re-install the laced accordion portion of the articulated bus joint section of the bus (any damage of the lacing and/or curtain needing repair or complete replacement will remain in the body shop); start and jump start buses (with the exception of the employees assigned to the paint booth/painters). The employees on the Body Shop vacation board will perform the work tasks stated in this paragraph when performed in order to repair structural damage to buses that was the result of a collision or other incident causing structural bus damage.

Employees in the Farebox and Mechanical categories will be provided with training, if needed, in order to perform the above tasks and duties. The Company will post a sign-up list for employees to sign if they believe they require training in order to perform any of the above duties or tasks, and training will be provided on the duties or tasks specified by the employee who signs up. If a bargaining unit employee is directed to instruct or train other employees on the above duties and tasks, the employee directed to provide instruction or training will receive a differential at the rate of \$1.00 per hour for the time spent providing such training or instruction.

- T. All employees working the paint shop who clean and sand down buses shall be deemed Technician III.

- U. The mechanical employees, who are classified as Technician I, Technician II, and Technician III shall furnish their own tools to perform their work. Effective on August 4, 2016, the Company shall pay these employees Fifty-five dollars (\$55.00) per month to compensate them for the use of their tools. Effective January 1, 2017 the Company shall pay these employees Fifty-nine dollars (\$59.00) per month to compensate them for the use of their tools. Effective January 1, 2024 the Company shall pay these employees Seventy-nine dollars (\$79.00) per month to compensate them for the use of their tools. Employees to receive this allowance must be in the service of the Company thirty (30) days and have the proper tools to perform the jobs assigned to them unless otherwise provided by the Company. Employees not required to furnish tools shall not receive tool allowance regardless of classification. No deductions shall be made unless an employee is off one (1) full month. No deduction while on vacation.
- V. All employees represented by this contract shall be permitted to be absent for a period not exceeding thirty (30) consecutive days in any year, providing competent employees are available to fill their positions. Application for such leave of absence must be made ten (10) days prior to the time such leave of absence is to begin. Employees off on sick leave of absence shall not take any other employment without the consent of the Company and the Union.

56. HOURLY WAGE RATES-MECHANICAL DEPARTMENT

A. The Technician's top rate shall be as follows:

	1/1/23	1/1/24	1/1/25	1/1/26
Technician I	37.68	39.00	40.27	41.48
Technician II	36.78	38.07	39.30	40.48
Technician III	36.18	37.44	38.66	39.82
Tire Technician	35.34	36.58	37.77	38.90

B. Technician's hired on or after March 7, 2013, shall be paid according to the following schedule:

	1/1/23	1/1/24	1/1/25	1/1/26
Technician I				
Time in Service				
0-12 Months	26.37	27.29	28.18	29.03
13-24 Months	30.14	31.19	32.21	33.17
25-36 Months	33.91	35.10	36.24	37.32
Over 36 Months	37.68	39.00	40.27	41.48
Technician II				
Time in Service				
0-12 Months	25.75	26.65	27.52	28.34
13-24 Months	29.42	30.45	31.44	32.38
25-36 Months	33.11	34.27	35.38	36.44
Over 36 Months	36.78	38.07	39.30	40.48

	1/1/23	1/1/24	1/1/25	1/1/26
Technician III				
Time in Service				
0-12 Months	25.33	26.21	27.06	27.88
13-24 Months	28.94	29.95	30.92	31.85
25-36 Months	32.56	33.70	34.79	35.84
Over 36 Months	36.18	37.44	38.66	39.82

	1/1/23	1/1/24	1/1/25	1/1/26
Tire Technician				
Time in Service				
0-12 Months	22.26	23.04	23.79	24.50
13-24 Months	24.73	25.60	26.43	27.22
25-36 Months	28.27	29.26	30.21	31.12
37-48 Months	31.80	32.91	33.98	35.00
Over 48 Months	35.34	36.58	37.77	38.90

Master Electrician

	1/1/23	1/1/24	1/1/25	1/1/26
	37.68	39.00	40.27	41.48

57. HOURLY RATES-NON-MECHANICAL

A. Wages for Bus Washers Placers and Laborers hired before November 1,1979

Effective	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Washer	\$36.49	\$37.77	\$38.99	\$40.16
Placer	\$36.88	\$38.17	\$39.41	\$40.60
Laborer	\$36.28	\$37.55	\$38.77	\$39.93

B. Wages for Bus Washers Placers and Laborers hired on or after November 1, 1979 and before May 1, 1994

Effective	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Washer	\$32.02	\$33.14	\$34.21	\$35.24
Placer	\$32.02	\$33.14	\$34.21	\$35.24
Laborer	\$32.02	\$33.14	\$34.21	\$35.24

C. Wage Progression for Bus Washers, Placers and Laborers hired on or after May 1, 1994 and before March 7, 2013:

Effective	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Hired at	\$19.02	\$19.68	\$20.32	\$20.93
After 12 mo.	\$21.85	\$22.61	\$23.35	\$24.05
After 5 yrs.	\$22.90	\$23.70	\$24.47	\$25.21

D. Wage Progression for Bus Washers and Laborers hired on or after March 7, 2013:

	1/1/23	1/1/24	1/1/25	1/1/26
Time in Service				
0-12 Months	19.46	20.14	20.80	21.42
13-24 Months	20.15	20.86	21.53	22.18
25-36 Months	21.07	21.81	22.52	23.19
37-48 Months	21.98	22.75	23.49	24.19
Over 48 Months	22.90	23.70	24.47	25.21

NOTE – all Bus Washers and Laborers employed by RTS at the time of ratification and approval [11/2/23] will move to the top rate for their job title effective on January 1, 2023.

E. Wage Progression for Placers hired after March 7, 2013:

	1/1/23	1/1/24	1/1/25	1/1/26
Time in Service				
0-12 Months	20.05	20.75	21.43	22.07
13-24 Months	20.75	21.48	22.17	22.84
25-36 Months	21.70	22.46	23.19	23.89
37-48 Months	22.64	23.43	24.19	24.92
Over 48 Months	23.58	24.41	25.20	25.95

NOTE – all Placers employed by RTS at the time of ratification and approval [11/2/23] will move to the top rate for their job title effective on January 1, 2023.

F. Non Mechanical Employees hired prior to November 1, 1979.

Effective	1/1/23	1/1/24	1/1/25	1/1/26
Janitor	\$35.78	\$37.04	\$38.24	\$39.39
Watchman	\$35.60	\$36.84	\$38.04	\$39.18
Truck Driver	\$35.88	\$37.13	\$38.34	\$39.49

G. Non Mechanical Employees hired on or after November 1, 1979, and before May 1, 1994.

Effective	1/1/23	1/1/24	1/1/25	1/1/26
Janitor	\$30.76	\$31.84	\$32.87	\$33.86
Watchman	\$30.76	\$31.84	\$32.87	\$33.86
Truck Driver	\$31.92	\$33.04	\$34.12	\$35.14

H. Non Mechanical Employees hired on or after May 1, 1994 and before March 7, 2013:

Effective	1/1/23	1/1/24	1/1/25	1/1/26
Janitor	\$19.28	\$19.95	\$20.60	\$21.22
Watchman	\$19.28	\$19.95	\$20.60	\$21.22
Truck Driver	\$31.92	\$33.04	\$34.12	\$35.14

I. Non Mechanical Employees hired on or after March 7, 2013:

		1/1/23	1/1/24	1/1/25	1/1/26
Janitor					
0-12 Months	63% of top rate	\$12.14	\$12.57	\$12.98	\$13.36
13-24 Months	70% of top rate	\$13.49	\$13.96	\$14.42	\$14.85

25-36 Months	80% of top rate	\$15.42	\$15.96	\$16.48	\$16.97
37-48 Months	90% of top rate	\$17.35	\$17.95	\$18.54	\$19.09
37-48 Months	90% of top rate	\$19.27	\$19.95	\$20.60	\$21.21

Watchman		1/1/23	1/1/24	1/1/25	1/1/26
0-12 Months	63% of top rate	\$12.14	\$12.57	\$12.98	\$13.36
13-24 Months	70% of top rate	\$13.49	\$13.96	\$14.42	\$14.85
25-36 Months	80% of top rate	\$15.42	\$15.96	\$16.48	\$16.97
37-48 Months	90% of top rate	\$17.35	\$17.95	\$18.54	\$19.09
37-48 Months	90% of top rate	\$19.27	\$19.95	\$20.60	\$21.21

Truck Driver	1/1/23	1/1/24	1/1/25	1/1/26
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Time in Service				
0-12 Months	22.35	23.13	23.88	24.60
13-24 Months	25.54	26.43	27.29	28.11
25-36 Months	28.74	29.75	30.71	31.63
Over 36 Months	31.92	33.04	34.11	35.13

58. MAINTENANCE UNIFORMS AND SAFETY SHOES

A. CLOTHING ALLOWANCE:, The Company will contribute Eleven Dollars (\$11) per person per week for a Maintenance Department uniform. Effective January 1, 2017 the Company will contribute Eleven Dollars and fifty cents (\$11.50) per week for a Maintenance Department uniform. Effective January 1, 2019 the Company will contribute Twelve dollars (\$12.00) per week for a Maintenance Department uniform. Effective November 2, 2023, the Company will contribute Fourteen Dollars (\$14.00) per week for a Maintenance Department uniform. If the negotiated uniform allowance (\$14.00 per week) exceeds the actual per person cost of the uniform vendor contract, the Company shall retain the excess. The Union will choose the uniform house, and negotiate the price, and location of Company name in cooperation with the Company. The wearing of the uniform shall be required. Each employee will be reimbursed One hundred Dollars (\$100) toward one Carhart-type coat once every five (5) years. Effective November 2, 2023, each employee will be reimbursed One hundred fifty Dollars (\$150) toward one Carhart-type coat once every five (5) years. The Company and the Union will jointly select the type of coat to be purchased for use on the job. Employees are not eligible for coat reimbursement after ratification until at least five years have elapsed since the employee's last coat reimbursement.

B. SHOE ALLOWANCE: The Company will pay up to One Hundred Fifty Dollars (\$150) per year to all Maintenance employees toward the purchase of steel-toe safety shoes. Effective November 2, 2023, the Company will pay up to One Hundred Eighty Dollars (\$180) per year to all Maintenance employees toward the purchase of steel-toe safety shoes. A receipt will be required. A maximum of Two Hundred Forty Dollars (\$240) may be accumulated for the safety shoe allowance. The wearing of steel-toe safety shoes will be mandatory for all Maintenance Department employees. Employees are not eligible for payment of shoe allowance after ratification until at least one year has elapsed since the employee's last shoe allowance payment.

A Maintenance department employee who is required by the Company to have a Commercial Drivers License (CDL), may elect to receive a portion of his/her safety shoe allowance to pay for the renewal cost of the CDL. An employee will have this option only in years when his/her CDL is subject to renewal. The Company will establish rules and procedures to implement and administer this paragraph.

59. VEHICLE SERVICE DEPARTMENT

- A. The work week for all employees of the Vehicle Service Department shall be on the basis of eight (8) hours per day and five (5) days per week. The daily hours of work shall be regulated by the requirements of the department. All work over and above eight (8) hours daily shall be paid for on the basis of time and one-half.
- B. Preference will be given to disqualified employees for the Vehicle Service Department. Employees entering the department must be qualified by the Company doctor.
- C. The work in this department will include the washing of buses and operation of the cyclone cleaner.
- D. The Company shall furnish coats and boots or overshoes to employees doing work on wet or snow-covered equipment; rubber gloves, full-length or short-length coats and masks for those doing cyclone cleaner work; and such other equipment necessary to perform the work assigned.
- E. Employees in this department may bid on fueling and washing jobs that are open.
- F. Vehicle Service employees may be used for fueling buses, outside washing; or motor cleaning and will be paid at washer's rate.
- G. Seniority of employees in the Vehicle Service Department will be based from the time they enter the Department, except that the seniority accumulated by entering the Department, for the purpose of establishing pension rights and vacation rights, shall not be disturbed.
- H. The number of employees in the Vehicle Service Department will be governed by the requirements of the Department.
- I. The hourly rate of pay for the Vehicle Service employees shall be as follows:

Effective	1/1/23	1/1/24	1/1/25	1/1/26
Those hired before 1/1/79	\$36.49	\$37.76	\$38.99	\$40.16
Those hired on/after 1/1/79 and Before 5/1/94	\$32.02	\$33.14	\$34.21	\$35.24
Those hired on/after 5/1/94	\$21.88	\$22.65	\$23.38	\$24.08
Disabled Drivers Transferred to Vehicle Service	\$34.19	\$35.38	\$36.53	\$37.63

All provisions of the Maintenance Department section shall also apply to this department.

60. COST-OF-LIVING

(This Section is reproduced below as it appeared in the 1987-1990 Agreement. However, the Company and the Union agree that this "Section 60, COST-OF-LIVING" shall be inactive. There will be no cost of living adjustments "COLA").

On February 1, 1989, May 1, 1989, and August 1, 1989, in addition to the aforementioned hourly rates, there shall be added to the base rate a cost-of-living adjustment of one cent (\$.01) for each three tenths (.3) of a point increase in the cost-of-living for the previous quarter, based on the National Consumer Price Index new series (Based 1957-1959=100), as published by the U.S. Bureau of Labor Statistics. A maximum of five cents (\$.05) per adjustment will be paid. On February 1, 1990, and May 1, 1990, cost-of-living adjustments will also be made using the aforementioned formula and restrictions.

Any cost-of-living increase once granted shall remain in force and effect for the duration of this contract.

61. PENSION AND RETIREMENT BENEFITS

- A. The Pension Plan as outlined in the Agreement between the Company and the Union dated December 26, 1969, as amended, shall be considered part of this Agreement.
- B. If the plan's surplus (unfunded actuarial accrued liability) based on the Actuary's Annual Valuation Report is equal to or greater than \$3,200,000 the parties will reopen negotiations for pension benefit changes for the contract. Upon reaching this amount, the parties may negotiate changes in pension benefits which may include use of the plan surplus. This provision, including the surplus amount contained herein, shall not preclude either party from seeking pension changes through negotiation for successor agreements. In their negotiations, the parties will take into account the actuary's report(s) in considering the affordability and advisability of pension benefit changes.
- C. Benefit Calculations, Formulas, and Contributions:
1. Retirement allowances shall be based on a figure representing the average of the highest five (5) calendar years of earnings.
 2. Effective November 1, 1998, the benefit formula percentage shall be 1.65% of the employee's average salary multiplied by the employee's years of credited service for those employees who retire on or after the effective date.
 3. The minimum Normal (unreduced) monthly benefit per year of credited service shall be \$35.00. Effective January 1, 2001, the maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$50.00. Effective January 1, 2010 the maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$53.00. Effective January 1, 2014, the maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$55.00.

Effective for employees who retire on or after August 4, 2016 but before July 1, 2017:

- (a) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$56, except as set forth below.
- (b) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$58 for those who retire with more than 15 years, but less than 25 years, of credited service.
- (c) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$63 for those who retire with more than 25 years of credited service.

Effective for employees who retire on or after July 1, 2017 but before January 1, 2019:

- (a) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$56, except as set forth below.
- (b) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$59 for those who retire with more than 15 years, but less than 25 years, of credited service.
- (c) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$64 for those who retire with more than 25 years of credited service.

Effective for employees who retire on or after January 1, 2019 but before January 1, 2020:

- (a) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$57, except as set forth below.

- (b) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$60 for those who retire with more than 15 years, but less than 25 years, of credited service.
- (c) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$65 for those who retire with more than 25 years of credited service.

Effective for employees who retire on or after January 1, 2020, but before July 1, 2024:

- (a) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$65, except as set forth below.
- (b) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$68 for those who retire with more than 15 years, but less than 25 years, of credited service.
- (c) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$73 for those who retire with more than 25 years of credited service.

Effective for employees who retire on or after July 1, 2024, but before January 1, 2025:

- (a) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$67.50, except as set forth below.
- (b) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$71.50 for those who retire with more than 15 years, but less than 25 years, of credited service.
- (c) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$79.00 for those who retire with more than 25 years of credited service.

Effective for employees who retire on or after January 1, 2025, but before January 1, 2026:

- (a) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$70.00, except as set forth below.
- (b) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$75.00 for those who retire with more than 15 years, but less than 25 years, of credited service.
- (c) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$85.00 for those who retire with more than 25 years of credited service.

Effective for employees who retire on or after January 1, 2026:

- (a) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$71.00, except as set forth below.
- (b) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$76.00 for those who retire with more than 15 years, but less than 25 years, of credited service.
- (c) The maximum Normal (unreduced) monthly retirement allowance per year of credited service shall not exceed an amount equal to \$86.00 for those who retire with more than 25 years of credited service.

4. Effective November 1, 1998 the minimum monthly pension benefit for all eligible retirees shall be \$ 300.00 per month.
5. Employees and the Company will each contribute 1.5% of the employee's earnings to provide such benefits. If increased contributions are required to adequately fund

this level of retirement benefits and to keep the pension fund sound and with adequate reserves, as determined by Plan actuary, employee contributions shall be increased by up to 0.5%, as needed, after which any further required contributions shall be split evenly between the Company and the employees on a percentage basis.

- D. If an employee is physically or mentally incapable of continuing in the employment of the Company in the same occupation as the participant was performing at the time the disability occurred and the employee would otherwise qualify for a disability pension, the Company may offer him other employment. If in the judgment of the Company doctor and the employee's doctor, the extent of an employee's physical or mental disability is such that he can perform work in another available bargaining unit job, the employee shall be required to accept the substitute job. If the Company doctor and the employee's doctor cannot agree, the issue shall be submitted to a medical arbitration. Such arbitration shall determine which, if any, of the bargaining unit jobs available, the employee is able to perform. Unless an employee's physical or mental condition changes, only one medical arbitration will occur.

If the Company offers a substitute job to an employee under the provisions of this section, it must do so within thirty (30) days of the final determination of the employee's physical or mental ability to perform the job. In addition, work within the substitute job must start within thirty (30) days of the final determination.

If an employee refuses a substitute job under the terms of this section, he/she shall not be entitled to a pension by reason of physical or mental disability.

While working in the substitute job, an employee shall be paid the same hourly wage he/she was receiving in his/her regular job classification prior to his disability. The employee will continue to receive this wage rate for the substitute job, until his/her rate is at the same level as a person newly hired into the job. Thereafter, the employee will receive the wage rate of the substitute job classification.

- E. An actuary shall prepare annually a report which will include a calculation of the contribution required to fund the Plan on a sound actuarial basis. Effective upon settlement/award, the Company and the Union agree that annual gains and losses shall be amortized over a 10 year period and that both realized and unrealized gains and losses shall be utilized to determine asset valuation. Contributions of the Company and the members shall be stated as a percentage of earnings for active Members.

For full-time officers and elected board members, Company and employee contributions and benefit calculations shall be based on combined Company and Union W-2 earnings. The Union will provide the Company with a monthly written statement of the total earnings for full-time officers and Elected Board Members. The Union will provide annually to the Company a copy of W-2 statements for full-time Union officers and elected board members for the purpose of verifying the monthly reports.

- F. The Buck method for amortization and valuation shall be implemented for the pension plan year ending 10/31/03. The parties shall jointly select a new (or the same) Actuary for the future annual valuations. The jointly selected Actuary may recommend different assumptions to be used by the Actuary to calculate the contributions required to fund the plan for consideration and agreement by the parties. The cost of the Actuary shall be paid for out of pension plan assets.

- G. For all employees retiring on or after January 1, 2010 the following shall apply:

1. For retirees under age 65, the Company shall contribute for medical and hospitalization insurance an amount not to exceed the full cost of the premium for the SimplyBlue 25 Plan for single, two person, family/no spouse or family coverage, as required. Should a retiree select coverage by one of the more expensive plans offered by the Company, the retiree will be responsible for paying the difference in premium amounts for the more expensive plan

and the applicable amount the Company contributes toward the SimplyBlue 25 Plan. Full payment of the premium cost that is the responsibility of the retiree must be submitted directly to the Company on or before the 20th day of each month or coverage will be suspended until full payment is made. If a retiree elects he/she can have health insurance contributions deducted from pension payments by providing proper authorization, to the extent permitted by the plan.

A drug rider will be provided with the SimplyBlue 25 Plan that provides for prescription copayments by retirees of \$10 (generic)/\$25 (formulary brand name)/\$40 (non-formulary).

2. For retirees age sixty-five (65) or older (and those who reach age 65 after retiring), the Company shall contribute for medical and hospitalization insurance an amount not to exceed the full cost of the MVP Gold Anywhere plan (this plan covers the “donut hole”).
3. Retirees will be provided with dental insurance at the same coverage level and on the same terms provided to active employees. Full payment of the premium cost that is the responsibility of the retiree must be submitted directly to the Company on or before the 20th day of each month or coverage will be cancelled.
4. Employees who retire after July 1, 2013 shall retain use of all monies remaining in their HRA account for qualifying medical expenses, to the extent permitted by law and provided this will not subject the Company to any penalty or tax under a statute, rule or regulation. In the event that any statute, rule, regulation or advice prohibits retaining said HRA account amounts, the Company shall pay the equivalent amount to said employee as taxable wages, to the extent permitted by law and provided this will not subject the Company to any penalty or tax (other than payroll tax) under a statute, rule or regulation.
5. Notwithstanding the above, all employees hired on or after the date of ratification and legislative approval [April 7, 2016] shall not be eligible for retiree health insurance.”
[Any bus operator trainees on the RTS payroll as of the date of ratification and legislative approval [April 7, 2016] will be considered active employees hired prior to the date of ratification and legislative approval for purposes of this change to Section 61(G)]

62. VOLUNTEER FIREFIGHTERS

Volunteer firefighters will be allowed up to ten (10) hours per quarter for emergency service with no loss of pay. Time over ten (10) hours will be considered excused absence, provided written notice from fire company Chief is given that employee was participating in emergency volunteer service.

63. OFFICE, CLERICAL, SCHEDULING DEPARTMENT, PLANNING DEPARTMENT, AND CUSTOMER SERVICE DEPARTMENT EMPLOYEES

For purposes of this Agreement, references to “office” and “clerical” employees refer to the following titles - secretary maintenance, transportation services office coordinator, and data entry clerk. References to “Scheduling Department employees: refer to the following titles – manager of transportation analysis, manager of scheduling, supervisor of scheduling and operations software, senior scheduler (formerly “project assistant”), secretary of transportation and analysis, fixed route scheduler, schedule maker, schedules clerk, and bus checker. References to “Planning Department employees” refer to the following titles – transportation planner I and transportation planner II. References to “Customer Service Department employees” refer to the following titles – customer service representative, senior customer service representative and customer service coordinator.

A. PENSION

All Office, Clerical, Scheduling Department, Planning Department and Customer Service Department employees will participate in the ATU pension plan (as set forth in Article 61 and subject to terms of the plan).

B. RETIREE BENEFITS

All Office, Clerical, Scheduling Department, Planning Department and Customer Service Department employees who retire from the Company after ratification on April 7, 2016 will be treated in the same manner as all other bargaining unit employees with respect to insurance benefits.

C. JOB OPENINGS

Job openings for Office, Clerical, Scheduling Department, Planning Department and Customer Service Department positions in the bargaining unit will be posted for informational purposes in those departments where such employees are employed. If a bargaining unit Office, Clerical, Scheduling Department or Customer Service Department employee bids on an open Office, Clerical, Scheduling Department or Customer Service Department position, preference for the position will be provided to the most senior Office, Clerical, Scheduling Department or Customer Service Department employee who applied, but such preference shall only apply to bargaining unit Office, Clerical, Scheduling Department or Customer Service Department employees whose qualifications are equal to or greater than other applicants (whether internal or external applicants). This preference shall not apply to the manager of scheduling position or to planning department positions. Effective on September 25, 2014, an employee holding an Office, Clerical, Scheduling Department, Planning Department or Customer Service Department (effective upon ratification and legislative approval [4/7/16] for Customer Service Department) position in the bargaining unit whose job is eliminated after the effective date of this paragraph or who is laid off due to lack of work after the effective date of this paragraph shall have the option to “bump” a less senior employee who holds a bargaining unit Office, Clerical, Scheduling Department, Planning Department or Customer Service Department position if the more senior employee has the necessary skills, qualifications and training to immediately and independently perform all job duties associated with the position that the more senior employees seeks to occupy. The determination by RTS as to whether an employee has the necessary skills, qualifications and training to immediately and independently perform all duties associated with a position shall not be made in an arbitrary and capricious manner.

D. WAGE RATE

Office, clerical and scheduling department employees will be paid the following rates:

Secretary Maintenance	1/1/23	1/1/24	1/1/25	1/1/26
0-12 Months	19.77	20.46	21.13	21.76
13-24 Months	21.30	22.05	22.76	23.44
25-36 Months	23.97	24.81	25.62	26.38
Over 36 Months	26.63	27.56	28.46	29.31

Transportation Services Office Coordinator

		1/1/23	1/1/24	1/1/25	1/1/26		
0-12 Months		19.77	20.46	21.13	21.76		
13-24 Months		22.60	23.39	24.15	24.88		
25-36 Months		25.43	26.32	27.18	27.99		
Over 36 Months		28.25	29.24	30.19	31.09		
Data Entry Clerk-Maint				1/1/23	1/1/24	1/1/25	1/1/26
0-12 months	63% of the top rate			13.78	14.26	14.72	15.17
13-24 months	70% of the top rate			15.30	15.84	16.35	16.84
25-36 months	80% of the top rate			17.49	18.10	18.69	19.25
37-48 months	90% of the top rate			19.68	20.37	21.03	21.66
over 48 months	100% of the top rate			21.86	22.63	23.36	24.06
Secretary Scheduling				1/1/23	1/1/24	1/1/25	1/1/26
0-12 months	63% of the top rate			18.85	19.51	20.15	20.75
13-24 months	70% of the top rate			20.95	21.68	22.38	23.06
25-36 months	80% of the top rate			23.94	24.77	25.58	26.35
37-48 months	90% of the top rate			26.92	27.87	28.77	29.63
over 48 months	100% of the top rate			29.92	30.97	31.98	32.93
Senior Scheduler				1/1/23	1/1/24	1/1/25	1/1/26
All employees in title				32.52	33.66	34.67	35.71
Fixed Route Scheduler				1/1/23	1/1/24	1/1/25	1/1/26
All employees in title				27.88	28.86	29.72	30.61
Schedule Maker				1/1/23	1/1/24	1/1/25	1/1/26
0-12 months	63% of the top rate			24.01	24.84	25.66	26.43
13-24 months	70% of the top rate			26.67	27.61	28.50	29.36
25-36 months	80% of the top rate			30.48	31.55	32.57	33.55
37-48 months	90% of the top rate			34.30	35.50	36.65	37.75
over 48 months	100% of the top rate			38.11	39.44	40.72	41.94
Checker				1/1/23	1/1/24	1/1/25	1/1/26
0-12 months	63% of the top rate			12.32	12.75	13.16	13.56
13-24 months	70% of the top rate			13.68	14.16	14.62	15.06
25-36 months	80% of the top rate			15.64	16.18	16.71	17.21
37-48 months	90% of the top rate			17.59	18.20	18.79	19.36
over 48 months	100% of the top rate			19.55	20.23	20.89	21.51
Manager, Transp. Serv				1/1/23	1/1/24	1/1/25	1/1/26
0-12 months	63% of the top rate			24.36	25.21	26.03	26.81
13-24 months	70% of the top rate			27.07	28.02	28.93	29.79

25-36 months	80% of the top rate	30.93	32.01	33.05	34.04
37-48 months	90% of the top rate	34.80	36.02	37.19	38.30
over 48 months	100% of the top rate	38.67	40.02	41.32	42.56

Customer Service Employees

The Customer Service start rate is \$18.00 per hour, and all Customer Service employees employed at ratification and legislative approval will move to this \$18.00 rate or receive a 3.75% increase, whichever is greater, effective on January 1, 2023.

Customer Service Employees in the bargaining unit will also receive the following across the board wage increases:

1/1/24	1/1/25	1/1/26
3.5%	3.25%	3%

Planning Department Employees in the bargaining unit will receive the following rates:

Effective	1/1/23	1/1/24	1/1/25	1/1/26
Transportation Planner II	31.14	32.23	33.28	34.28
Transportation Planner I	24.91	25.78	26.62	27.42

Office, clerical and scheduling department employees will be paid weekly effective January 1, 2010.

E. SICK, VACATION AND PERSONAL TIME

Office, Clerical, Scheduling Department, Planning Department and Customer Service Department employees will accrue sick, vacation and personal time in the same manner as all other bargaining unit employees and will be subject to the same rules and limitations on accruals and use of sick, vacation and personal time (as per Articles 12 and 18) except that Office, Clerical, Scheduling Department, Planning Department and Customer Service Department employees may use sick, vacation and personal time in increments of less than a full day.

Vacation benefits for part-time employees in the Customer Service Department are addressed below in Section 63(I).

Upon management approval in management's sole discretion, such employees shall be eligible for flex time scheduling.

F. WORK WEEK

Office and Clerical employees will generally have a work week consisting of eight (8) hours per day, five (5) days per week with Saturdays and Sundays off. Scheduling Department and Planning Department employees will generally have a work week consisting of eight (8) hours per day, five days per week. Customer Service Department employees working in the RTS Call Center will generally have a work week consisting of eight (8) hours per day, five (5) days per week with Saturday and Sundays off (Saturday and Sunday work will be at the overtime rate). Customer Service Department employees working

in the Transit Center will generally have workweek consisting of eight (8) hours per day, five (5) days per week. All hours over eight (8) in a day or forty (40) in a work week will be paid at time and one-half the employee's rate of pay; except that the Scheduling Department employees and the Planning Department employees will be paid at time and one-half of the employees rate of pay only for hours over forty (40) in a work week. Scheduling Department employees who are required or permitted to work additional hours during the workweek may flex their weekly hours schedule to take unpaid time off during that workweek upon mutual agreement between the employee and his/her manager. Unless a qualified employee agrees or volunteers to work overtime, Office, Clerical, Scheduling Department, Planning Department and Customer Service Department employees may be required to work overtime, in inverse seniority order within the job classification for which overtime work is needed.

The Manager of Customer Service and the Vice President of Marketing and Customer Service shall continue to have the ability to answer phones in the Customer Service Department without violating the CBA or any other agreement between the parties when staffing levels are below normal and the process of offering overtime listed below has been exhausted.

Overtime opportunities for employees in the Customer Service Department will be offered by seniority in accordance with the Memorandum of Agreement between the Union and the Company dated October 1, 2015 using the following procedures:

For RTS Call Center:

If RTS is offering overtime to cover a shift starting at 7:00am, the employees who have an 8:00am start time will be offered the overtime first in seniority order. If the overtime is still not filled, employees with a 9:00 am start time will then be offered the overtime in seniority order. The process will be reversed for end of day overtime coverage.

For the Transit Center:

If Overtime is being offered, it first will be offered to a transit center employee (or more than one employee as deemed necessary by RTS) who has a scheduled day off, by seniority. If the overtime is still not filled, individuals who are scheduled to work but are not working at the time the overtime work is needed will be offered the overtime in seniority order. If the overtime is not filled after this step, employees whose regular assignment is at the Call Center (but who are not scheduled to work during the overtime work) will be offered the overtime in seniority order.

Employees whose regular assignment is at the Transit Center may work overtime at the RTS Call Center if they are qualified. RTS will cross-train employees whose regular assignment is at the Transit Center when deemed operationally possible by RTS. This training, when implemented by RTS, will be mandatory for all Transit Center employees.

Due to the nature of their work, planning department employees may be required to flex their work schedule, during the same work week, such that the employee works more than eight (8) hours on certain days and

less than eight (8) hours on others. Such flex scheduling may require planning department employees to work outside normal business hours. When an employee is required to, or volunteers and is permitted to, flex their work schedule, their forty (40) hour week shall not be reduced if the flex time schedule approved or required by the Company is made unavailable to the employee by the Company.

G. VACATION PICKING

Office, Clerical, Scheduling Department, Planning Department and Customer Service Department employees (with the exception of manager of scheduling) will pick their vacation for the following year each December. Employees will be permitted to change scheduled vacation dates after picking with management approval based on departmental needs. The Company reserves the right to designate “blackout” weeks each calendar year, in each applicable department, in which no vacation in the department may be used. No vacation advance. The manager of scheduling and the planning department employees will not pick vacation and will instead request vacation time at least one (1) week prior to the requested vacation date. Management will approve or deny the request within three (3) business days of the request.

H. OTHER ARTICLES

Office, Clerical, Scheduling Department, Planning Department, and Customer Service Department employees shall be covered by only those provisions specifically set forth in this Section/Article and those referred to by Section/Article number and topic as follows:

- Section 1 - Conformity to Law Clause
- Section 2 - Management Rights
- Section 3 - Recognition of Union
- Section 4 - Treatment with the Union
- Section 5 - Grievances
- Section 6 - Discipline/Discharge
- Section 7 - Clean Record Rule (as well as the “Attendance Memorandum of Agreement”)
- Section 8 - Arbitration
- Section 9 - Probationary Period
- Section 10 - Check Off
- Section 11 - Insurance
- Section 13 - Holidays
- Section 14 - Free Transportation
- Section 15 - Bereavement
- Section 16 - Jury Duty
- Section 17 - Leave of absence
- Section 19 - Clearing from Leave of Absence and Sick Leave
- Section 21 - Leave of Absence – Union
- Section 22 - Seniority Rights
- Section 23 - Appearance on Company Behalf
- Section 24 - Pay Day
- Section 62 - Volunteer Firefighters
- Section 64 - Term of Contract

I. Part Time Employees in the Customer Service Department

Part time employees employed in the Customer Service Department shall be covered by only those provisions of the this Agreement specifically set forth in this Section and referred to by Section/Article Number and topic of the Agreement as follows:

Section 1 – Conformity to Law Clause
Section 2 – Management Rights
Section 3 – Recognition of Union
Section 4 - Treatment with the Union
Section 5 – Grievances
Section 6 – Discipline/Discharge
Section 8 – Arbitration
Section 9 – Probationary Period
Section 10 – Check off
Section 11.J – Felonious Assault Insurance (but only for employees working at the Transit Center location)
Section 14 – Free Transportation (for employees only)
Section 17 – Leave of Absence
Section 19 – Clearing from Leave of Absence and Sick Leave
Section 22 – Seniority Rights
Section 23 – Appearances on Company Behalf
Section 24 – Pay Day
Uniforms – The Company agrees to provide Transit Center Uniforms to Customer Service Representative employees

In addition, effective January 1, 2024, part-time employees in the Customer Service Department will receive vacation paid at the number of hours the employee would have worked based on his/her assignment; maximum accrual of three (3) weeks. (See Article 54).

In addition, the number of part time employees shall be limited to 25% of the total, cumulative number of full time employees holding the following titles: “Customer Service Representative”; “Senior Customer Service Representative”; and “Customer Service Coordinator.”

64. POTENTIAL CHANGES TO STARTING RATE

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

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

65. OPERATOR RECOGNITION PROGRAM

The Union and the Company agree to form a committee to discuss and explore a recognition program for bargaining unit employees.

66. ELECTRONIC RECORDS AND FORMS

Upon prior notice by the Company, all employees will be required to use the UKG application (or such other electronic application as the Company may designate), in lieu of paper forms, for all purposes related to forms utilized by the People Department and the Payroll Department (e.g., benefit enrollment forms, payroll forms, occupational health forms, etc.). If an employee needs assistance with the UKG or other electronic application such assistance will be provided by the People Department or the Payroll Department.

67. SMALL VEHICLE OPERATORS-SPARES

1. Spares can be kept up to 10 hours from their show-up time. Work will be given out by time out starting with the earliest SVO show-up, provided that the shift fits within 10 hours of the SVO's show-up time. If one or more spares have the same show-up time:

- a. And there is more than one piece of work to choose from, then the senior SVO has the right to choose which work they do.
- b. And there is just one piece of work, the senior SVO gets to pick between that work and remaining a spare. Remaining a spare means they will get the next piece of work that comes in that finishes within 10 hours of their show-up time.

2. When there is an open full time 8-hour run that cannot be covered by a spare and needs to go out as overtime, the shift will be split into two pieces of work that are four hours each. SVO's who are available will be asked by seniority if they are interested in working either overtime shift. Day off SVO's can work both halves if they so choose and may also work a third half, to be chosen by seniority, if such work is available. SVO's are not eligible for an overtime shift if working it would cause them to violate the 8-hour rule or 7-day rule.

68. TERM OF CONTRACT

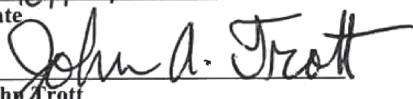
This Agreement and provisions hereof shall be effective January 1, 2023, unless otherwise specified, and shall remain in full force and effect and binding upon the respective parties, their successors, and assigns hereto until December 31, 2026.

On or after January 1, 2027, this contract shall remain in force from year to year, unless either party desires to terminate same or to change its terms and conditions, in which case, the party desiring such termination or change shall notify the other party in writing of the desired termination or change sixty (60) days prior to the expiration of this contract, or any renewal thereof, and negotiations with reference to such proposed changes shall commence as soon as practicable thereafter.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

6/10/25
Date

Miguel Velázquez
Chief Executive Officer
Regional Transit Service, Inc.

6/10/25
Date

John A. Trott
President/Business Agent
Amalgamated Transit Union, Local 282

**MEMORANDUM OF AGREEMENT
BETWEEN
REGIONAL TRANSIT SERVICE, INC.
AND
AMALGAMATED TRANSIT UNION, LOCAL 282**

USE OF OUTSIDE CONTRACTORS

Regional Transit Service, Inc. ("Company") and the Amalgamated Transit Union, Local 282 ("Union") agree to the following procedures with regard to the assignment of work and the use of outside contractors:

1. Work Regularly and Consistently Performed by Bargaining Unit Members in the Past.

The routine repair and maintenance of those Company vehicles, buildings and grounds, and operating equipment, which has been regularly and consistently performed by bargaining unit members in the past, will not be contracted out except in emergency situations, including natural disasters, declared states of emergency, and compelling business needs which cannot be met by bargaining unit members. Use of non-bargaining unit employees on an emergency basis pursuant to this agreement shall not destroy the Union's exclusivity under the Taylor Law. The Company will not unreasonably delay in repairing equipment normally used in the repair and maintenance work referred to above, so as to create an emergency.

2. Work Not Regularly and Consistently Performed by Bargaining Unit Members in the Past.

The Company retains the right to contract out those projects which involve the installation of new or replacement equipment, the construction of equipment or facilities not part of routine or periodic maintenance, and the major overhaul of equipment or facilities not regularly performed by bargaining unit members in the past. The Company agrees to consider the use of bargaining unit personnel for such projects according to the procedures set forth below.

A. Capital or Large Scale Projects (Projects Requiring Formal Procurement Process).

i. Before a project is submitted for a formal bid, the Company will send a copy of the project description to the Union office and to one of the Maintenance Department representatives. The project description will notify the Union of the project and its expected beginning and completion dates. If the Union believes that the work that is involved in the project can be performed by bargaining unit members, in whole or in part, it must contact the Company within seven (7) calendar days to negotiate

whether and to what extent bargaining unit members will be involved in the proposed project.

ii. If the Union makes a timely request for negotiations after receiving the request for proposal, the Company will meet with the Union to discuss the work that is required to complete the proposed project and to what extent bargaining unit members will be able to participate in the project. Such a meeting must occur within seven (7) calendar days from receipt of the Union's request to negotiate. Further discussions and exchange of information may occur, but, in any case, the Company will provide the Union with a written determination within twenty one (21) calendar days following the initial meeting.

iii. If the request for proposal is materially modified, the Union shall have the opportunity to reopen negotiations within seven (7) days of the notification of the project change.

B. Other Maintenance and Repair Work. In cases involving smaller projects which are not subject to the formal procurement process, the Maintenance Director (or other appropriate Company official) will meet with the Maintenance Department Union Representatives to inform them of any planned activities involving outside contractors. During that meeting, the Maintenance Director/Company official will describe the project and explain the intended role of bargaining unit members in completing the project. If the Maintenance Department Representatives disagree with the planned involvement of the bargaining unit members, they should state their disagreement to the Maintenance Director/Company official. The parties will then attempt to work out an immediate resolution of their differences. If such a resolution is not possible, the Maintenance Director/Company official will send an official determination, in writing, within seven (7) days, to the Union office and to one of the Maintenance Department Representatives, advising them of any role for the bargaining unit members in completing that project.

C. With respect to the use of outside contractors, the Company agrees to utilize bargaining unit members if the following nine factors are satisfied with respect to the proposed project:

- i. **Severability:** If the entire project cannot be performed by unit members, whether the work can reasonably be divided into segments without additional expenses or other negative factors, such as whether the warranty will be invalidated, the disruption to everyday activities and duties, and the time frame for job completion.
- ii. **Interference:** Whether the assignment of unit personnel will unduly interfere with the regular work assignments of those who would be involved on the project.

- iii. **Timeliness:** Whether the work can be performed by unit members within the time frame for completion of the project without a substantial increase in the cost of the project (including consideration of overtime costs).
- iv. **Protections:** Whether the utilization of bargaining unit personnel would negatively impact any warranties, guarantees, insurance, of Company security relative to the project.
- v. **Equipment:** Whether the Company would be required to obtain any additional equipment not otherwise needed for its normal operations and maintenance of the equipment, or the equipment is either not cost effective to purchase or rent, or is not available, and the Company does not have the wherewithal for its replacement, purchase or rental.
- vi. **Expertise:** Whether unit employees have the necessary skills, licensing, certification, or other knowledge or experience required for the orderly and proper completion of the project. The Company will consider whether training for unit members is readily available and cost effective.
- vii. **Ongoing responsibility:** In determining who should perform work, the Company will consider the ongoing repair and maintenance requirements of the project and who will perform those duties; the Company will not include maintenance agreements in projects for the purpose of denying bargaining unit participation in maintaining and repairing vehicles and equipment that has regularly and consistently been performed by bargaining unit members in the past, consistent with the considerations set forth in this paragraph C.
- viii. **Cost:** A determination as to whether the bargaining unit is capable of performing the work for the same or less cost (including a consideration of overtime costs). The Company will also consider whether the cost of any overtime incurred in making a repair may be recouped under any warranty that is in effect.
- ix. The Company will consider whether the use of an outside contractor will increase the time equipment is removed from revenue service.

D. If the Company and Union are unable to resolve any issues resulting from the proposed use of outside contractors as permitted under the preceding, the Union shall be entitled to file a grievance within 14 calendar days of the Company's determination. The parties will agree on a panel of not more than three (3) arbitrators who shall be utilized to resolve disputes under this agreement. Any grievance filed under this agreement shall be submitted directly to arbitration. The Union shall be entitled to have an arbitrator review whether the Company unfairly or unreasonably applied the criteria set forth above in denying work opportunities to bargaining unit members.

E. The parties agree to expedite the final determination by an arbitrator and, in determining the appropriate remedy, if any, the arbitrator will take into account the efforts of both parties to expedite the arbitration process in a timely fashion and the reasonableness of the Company's position with respect to utilizing bargaining unit employees.

F. Notwithstanding the fact that a grievance may be pending, the Company retains the right to proceed with the project.

3. When outside vendors perform work for the Company and unit employees have not been included in the project as a result of negotiations under 2 above, the vendor(s) will be assisted by union employee(s) from the appropriate department. Such assistance will include working with the vendor, consulting with the vendor, or observing the vendor in the performance of such work. The degree of assistance provided will be determined by the circumstances of the job performed, including the complexity of the job, the duration of the job, and the nature of the job; this will be determined, in the first instance by the Union in consultation with the Company. As in the past, bargaining unit members who see vendors working on the shop floor should notify a supervisor of the presence of the vendor. In the event that the Company disagrees about the assignment of union employees, as proposed by the Union, the Union may file grievances under 2D, E, and F above.

4. This agreement supercedes any prior agreements of the parties relating to the use of outside contractors or vendors.

REGIONAL TRANSIT SERVICE, INC.

Date: 3/19/2003


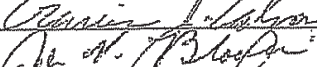

By: Daniel M. Delgahan

By: John Baker

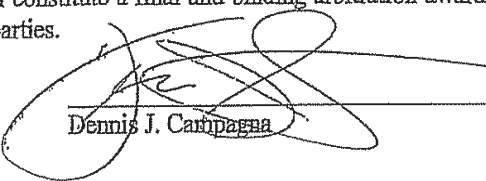
ATU, LOCAL 282

Date: 3/19/2003

By: Jeffrey H. Hest

By: 



The foregoing agreement shall constitute a final and binding arbitration award under the labor agreement between the parties.


Dennis J. Campagna

ATTENDANCE

MEMORANDUM OF AGREEMENT

This memorandum of agreement replaces all prior agreements, letters or understandings regarding attendance rules/discipline and the clean record rule as it relates to attendance.

1. The Attendance Disciplinary Process – All Employees

The sequence of the attendance disciplinary process for all bargaining unit employees, which may result in discharge, will be:

- Step 1 - Oral Warning/Counseling memorandum
- Step 2 - Written warning notice
- Step 3 - 1-day suspension
- Step 4 - 2-day suspension
- Step 5 - 3-day suspension
- Step 6- 4-day suspension
- Step 7 - 5-day suspension and final warning
- Step 8 - Discharge

An employee suspended at Steps 3, 4, 5, 6 and/or 7 will be required to work as normally scheduled during the period of suspension. The employee's file will reflect that the applicable suspension has been served for purposes of the attendance disciplinary process.

Nothing in this Article shall be construed to affect the Company's right to discipline for sick leave abuse (such as pattern absenteeism or use of sick leave for improper purposes), excessive unavailability for work, or for chronic absenteeism.

2. Definitions and Discipline Progression

i. Sick Time Occurrences and Unapproved Absence Occurrences (All employees)

A "Sick Time Occurrence" is a day of unpaid sick time absence for a scheduled work day (whether partial day or full day and whether consecutive or not). For purposes of this Agreement, one (1) day or two (2) consecutive days of unpaid sick time absence (whether partial or full day) will be counted as one (1) occurrence; three (3) consecutive days of unpaid sick time absence (whether partial or full day) will be counted as two (2) occurrences; and four (4) or more consecutive days of unpaid sick time absence (whether partial or full day) will be counted as four (4) occurrences. Any sick days for which an employee is paid through use of accrued sick time will not count as a "Sick Time Occurrence."

Any days for which an employee is approved for and receiving NYS Disability Benefits or NYS Workers' Compensation Benefits, or has been removed from service due to Article 19-A, will not count as a 'Sick Time Occurrence.' The parties agree that when an employee's application for NYS Disability Benefits or NYS Workers' Compensation Benefits is pending, the time period for filing charges in Article 6(A) with respect to these days will be paused and stayed until a final determination on such application for benefits is issued.

Exceptions: Sick leave that has been designated as leave under the Family and Medical Leave Act shall not be counted as a sick leave occurrence under this policy.

An "Unapproved Absence Occurrence" is any absence from work where the absence is not approved by the Company.

Any employee who has nine (9) Sick Time Occurrences and/or Unapproved Absence Occurrences, or any combination of the two, within any 12-month period (365 days), or within a shorter period, will progress one step in the attendance disciplinary process. Except as set forth below during the transition period, at the time of an employee’s Sick Time Occurrence or Unapproved Absence Occurrence, the Company will review the employee’s attendance record for the 12 months (365 days) immediately prior to the date of the Sick Time Occurrence or Unapproved Absence Occurrence. Based on the number of Sick Time Occurrences and/or Unapproved Absence Occurrences (or any combination of the two) in the prior 12 months (365 days) (including the most recent Sick Time Occurrence or Unapproved Absence Occurrence), the employee will be subject to discipline as set forth below:

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

Notwithstanding the above, the “12-month period (365 days)”, the “12 months (365 days)” period, and the “twelve month period” referenced in this paragraph and throughout this Memorandum of Agreement shall be paused during any period(s) of absence* (for any reason other than an on-the-job injury for which the employee receives Workers’ Compensation benefits) of thirty one (31) or more consecutive days.** In the event an employee claims a period of absence is the result of an on-the-job injury and files a claim for Workers’ Compensation benefits related to that injury, RTS will treat the associated period of absence as being due to an on-the-job injury for which the employee receives Workers’ Compensation benefits for purposes of this Article; however, in the event of a later determination by the Workers’ Compensation Board that finds the employee did not suffer an on-the-job injury for which the employee receives Workers’ Compensation benefits, RTS will retroactively apply the provisions of this Article as appropriate for an absence due to reasons other than an on-the-job injury.

*Applicable only to periods of absence that begin after ratification and legislative approval of this Agreement [11/2/23].

** After an employee is cleared by their personal physician to return to work (where applicable) any time spent waiting to visit the Company’s physician/provider will not count toward the thirty one (31) consecutive day period of absence if the employee is cleared by the Company’s physician/provider once the employee visits with the Company’s physician/provider at the end of that waiting period, provided that the employee immediately notifies the Company that he or she has been cleared by their personal physician on the same day such clearance is issued. However, where an employee is cleared by their personal physician to return to work (where applicable), and he or she spends time waiting to visit the Company’s physician/provider, such time will count toward the thirty one (31) consecutive day period of absence if the employee is not cleared by the Company’s physician/provider once the employee visits with the Company’s physician/provider at the end of that waiting period.

An employee who is subjected to discipline for any of the reasons in this Policy other than Sick Time Occurrences or Unapproved Absence Occurrences (e.g., slip, slip/sick, AWOL, no-call/no-show) will be advanced additional

steps in the attendance discipline process, as set forth below, for each additional instance/reason (e.g., slip, slip/sick, AWOL, no-call/no show). Such discipline will be combined with discipline for Sick Time Occurrences and/or Unapproved Absences, thereby resulting in accelerated progression through the attendance discipline process.

For example, an employee who slips (as defined below), and then has 9 Sick Time and/or Unapproved Absences in a twelve month period will be at Step 2 of the attendance discipline process. An additional Sick Time Occurrences or Unapproved Absence (number 10) within the same twelve month period will advance the employee to Step 3.

Effective March 11, 2016 (“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 slips by an employee will not be removed or deleted pursuant to this Agreement unless and until the employee has not slipped for three or six months (depending on when the slip 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 nine (9) Sick Time Occurrences and/or Unapproved Absence Occurrences as of this date if the employee had at least nine (9) such Occurrences in the 12 month 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 nine (9) such Occurrences in the 12 month (365 days) prior to this date shall be deemed to have only the number of actual Occurrences that occurred during this 12 month period. Any active slips by an employee will not be removed or deleted pursuant to this Agreement unless and until the employee has not slipped for three or six months (depending on when the slip occurred) pursuant to Section 2 (ii) below.

For the first 12 months (365 days) after the effective date March 11, 2016, 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., slip, slip/sick, AWOL, no-call/no-show), to determine the appropriate level of discipline. On and after March 11, 2017, 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.

Effective November 2, 2023: All employees who are employed on this date will have four (4) attendance occurrences removed from their attendance disciplinary record, which will include the three oldest occurrences and the most recent occurrence (and those employees employed on this date with less than four (4) attendance occurrences on November 2, 2023 will have all of their occurrences (if any) removed from their attendance record on this date.

ii. Slips (Misses) (Bus Operators only)

A bus operator who slips (misses) will progress one step in the attendance disciplinary process for each slip.

A bus operator who has been disciplined for slipping and who does not slip for six consecutive months after such discipline will move back one step in the attendance discipline process. With respect to slips that occur on or after March 11, 2016, a bus operator who has been disciplined for slipping and who does not slip for three consecutive months after such discipline will move back one step in the attendance discipline process. Notwithstanding the above, the “three consecutive months” period referenced in this paragraph shall be paused during any period(s) of absence* (for any reason other than an on-the-job injury for which the employee receives Workers’ Compensation benefits) of thirty one (31) or more consecutive days.** In the event an employee claims a period of absence is the result of an on-the-job injury and files a claim for Workers’ Compensation benefits related to that injury, RTS will treat the associated period of absence as being due to an on-the-job injury for which the employee receives Workers’ Compensation benefits for purposes of this Article; however, in the event of a later determination by the Workers’ Compensation Board that finds the employee did not suffer an on-the-job injury for which the employee receives

Workers' Compensation benefits, RTS will retroactively apply the provisions of this Article as appropriate for an absence due to reasons other than an on-the-job injury.

*Applicable only to periods of absence that begin after ratification and legislative approval of this Agreement [11/2/23].

** After an employee is cleared by their personal physician to return to work (where applicable) any time spent waiting to visit the Company's physician/provider will not count toward the thirty one (31) consecutive day period of absence if the employee is cleared by the Company's physician/provider once the employee visits with the Company's physician/provider at the end of that waiting period, provided that the employee immediately notifies the Company that he or she has been cleared by their personal physician on the same day such clearance is issued. However, where an employee is cleared by their personal physician to return to work (where applicable), and he or she spends time waiting to visit the Company's physician/provider, such time will count toward the thirty one (31) consecutive day period of absence if the employee is not cleared by the Company's physician/provider once the employee visits with the Company's physician/provider at the end of that waiting period.

iii. Slip/Sick (Bus Operators only)

When any bus operator slips and then calls in sick on the same day, those occurrences will be counted separately as one slip (miss) and one Sick Time Occurrence.

iv. AWOL (Bus Operators only)

A bus operator is AWOL when he or she misses (slips) a work assignment and fails to report within five (5) hours of the scheduled start of that assignment. An employee who has an AWOL occurrence will receive an unpaid leave of absence equal to the amount of days for which the employee failed to call and show, except that an AWOL of five (5) or more consecutive days shall be considered a resignation. Each day of AWOL (whether consecutive or not) will be considered a slip (miss) and, in addition, each day of AWOL (whether consecutive or not) will progress the employee one step in the attendance disciplinary process. The only exception to the AWOL discipline set forth in this paragraph is if an employee was medically or physically unable to contact the Company regarding the absence and the employee provides sufficient written medical proof of such medical or physical inability. Situations of medical or physical inability will nevertheless count as a slip.

For example, an employee who has 8 Sick Time and/or Unapproved Absences in a 12 month (365 days) period, and is then AWOL for two consecutive days, will be at Step 4 of the attendance discipline process. If the employee subsequently has a Sick Time Occurrence (and this constitutes 9 Sick Time and/or Unapproved Absences in a twelve month period) the employee will advance to Step 5 of the attendance discipline process.

v. Tardiness (Employees other than Bus Operators)

When employees are tardy/late, each instance will be counted as an "Unapproved Absence Occurrence" for purposes of section 2(i) above.

For Maintenance employees, in circumstances where an employee makes up time for tardiness in accordance with Article 55(O), the incident(s) for which the employee makes up the time, if the entire length of tardiness is covered, will not be considered an Unapproved Absence Occurrence. If any incident of tardiness is not made up by the employee in full, it will be considered an Unapproved Absence Occurrence.

vi. No Call/No Show (Employees other than Bus Operators)

An employee has a "no call/no show" occurrence when he or she fails to call in within five (5) hours of being tardy/late. An employee who has a no call/no show occurrence will receive an unpaid leave of absence equal to the amount of days for which the employee failed to call and show, except that a "no call/no show" of five (5) or more consecutive days shall be considered a resignation. Each day of "no call/no show" (whether consecutive or not) will be considered a tardiness instance (an Unapproved Absence Occurrence) and, in addition, will progress the employee one step in the attendance disciplinary process. The only exception to the No call/No show discipline set

forth in this paragraph is if an employee was medically or physically unable to contact the Company regarding the absence and the employee provides sufficient written medical proof of such medical or physical inability.

vii. Customer Service Department

This Agreement between the parties will apply to Customer Service Department employees with only the following modifications: If a Customer Service Department employee has four (4) tardy occurrences within a three (3) month period, the employee will progress one (1) step on the attendance disciplinary process outlined in this Memorandum of Agreement. Any future tardy occurrences, as well as other types of attendance occurrences as outlined in this Memorandum of Agreement shall progress the individual through the attendance discipline progression stated in this Memorandum of Agreement. An employee who has been disciplined for being tardy and who is not tardy for three (3) consecutive months after their last tardy shall move back one (1) step in the attendance disciplinary process outlined in this Memorandum of Agreement. Notwithstanding the above, the “three (3) month period” and the “three (3) consecutive months” period referenced in this paragraph shall be paused during any period(s) of absence* (for any reason other than an on-the-job injury for which the employee receives Workers’ Compensation benefits) of thirty one (31) or more consecutive days.** In the event an employee claims a period of absence is the result of an on-the-job injury and files a claim for Workers’ Compensation benefits related to that injury, RTS will treat the associated period of absence as being due to an on-the-job injury for which the employee receives Workers’ Compensation benefits for purposes of this Article; however, in the event of a later determination by the Workers’ Compensation Board that finds the employee did not suffer an on-the-job injury for which the employee receives Workers’ Compensation benefits, RTS will retroactively apply the provisions of this Article as appropriate for an absence due to reasons other than an on-the-job injury.

*Applicable only to periods of absence that begin after ratification and legislative approval of this Agreement [11/2/23].

** After an employee is cleared by their personal physician to return to work (where applicable) any time spent waiting to visit the Company’s physician/provider will not count toward the thirty one (31) consecutive day period of absence if the employee is cleared by the Company’s physician/provider once the employee visits with the Company’s physician/provider at the end of that waiting period, provided that the employee immediately notifies the Company that he or she has been cleared by their personal physician on the same day such clearance is issued. However, where an employee is cleared by their personal physician to return to work (where applicable), and he or she spends time waiting to visit the Company’s physician/provider, such time will count toward the thirty one (31) consecutive day period of absence if the employee is not cleared by the Company’s physician/provider once the employee visits with the Company’s physician/provider at the end of that waiting period.

MEMORANDUM OF AGREEMENT

REIMAGINE RTS PROJECT

The parties to this Memorandum of Agreement, Regional Transit Service, Inc. (also known as “RTS” or the “Company”) and the Amalgamated Transit Union, Local 282 (referred to herein as “ATU” or “Union”), hereby agree to the following terms relating to the Company’s implementation of the Reimagine RTS project. Nothing in this Memorandum of Agreement impacts or curtails the Company’s existing management rights and/or those management rights that exist as a matter of law including, but not limited to, those rights as described in Article 2 of the parties’ Collective Bargaining Agreement (“CBA”). Nothing in this Memorandum of Agreement impacts or curtails the Union’s statutory right to negotiate over wages, benefits or other terms and conditions of employment for members of the bargaining unit employed by the Company; nor does this Memorandum of Agreement impact or curtail the Union’s right to negotiate over the impact of the Company’s managerial decisions, to the extent permitted by law, related to the operation of its transit system.

Maps containing the locations of the community mobility zones (“CMZs”) associated with the Reimagine RTS project that exist as of the date the parties executed this Memorandum of Agreement is attached as Addendum #1. In the event that the Company seeks to increase the size of any CMZ found in Addendum #1, and/or to add new CMZs not identified in Addendum #1, in a manner that will replace existing RTS fixed route line service, the Company and the Union will negotiate over the potential changes prior to implementation.

SVO TITLE & RELATED ISSUES

1. RTS will create a new bargaining unit title of “Small Vehicle Operator” (referred to herein as “SVO”). Employees employed as SVO will be paid a gross hourly pay rate according to the following schedule:

0-12 months - \$16.59

13-24 months - \$17.12

25-36 months - \$17.65

37-48 months - \$18.43

49-60 months - \$19.73

61-72 months - \$21.06

Over 72 months - \$22.39

[These rates are subject to the increases in paragraph 25 below]

2. Employees employed in the SVO title must have the required CDL-C necessary to drive all Company vehicles that do not require a CDL-B license, and SVO employees are subject to all requirements of Article 19-A of the New York State Vehicle and Traffic Law. Should there be any change(s) in applicable state or federal license requirements applicable to the SVO title, the CDL-C license requirements in this paragraph shall be deemed modified to the extent necessary to ensure SVO employees can continue operating the same size and types of vehicles they normally operate, while in compliance with all state and federal license requirements. Notwithstanding the above, any SVO who operates a bus requiring a CDL-B license shall be paid at the applicable RTS Bus Operator rate for the time spent performing this work, and such work requiring a CDL-B license shall continue to be RTS Bus Operator work.

3. SVO employees may be employed on a part-time or full-time basis. Part-time SVO employees will not be regularly scheduled to work more than twenty-nine (29) hours in a workweek. Part-time SVO employees may exceed the limit of twenty-nine (29) hours per week due to operational needs pursuant to paragraph 5.

4. SVO Work Schedules - For the first year after implementation of this Memorandum of Agreement (i.e., for the first year after the Reimagine RTS “go live” date), SVO employees will perform work as assigned by RTS, and weekly work schedules are subject to change at the discretion of RTS. Thereafter, full-time and part-time SVO employees shall pick work schedules in the following manner:

(a) Full-time SVO employees will pick work schedules and vacation schedules by seniority on the same schedule as full-time RTS Bus Operators under the CBA (except as re-picks may be held in the circumstances described below). When full-time SVO picks begin pursuant to this paragraph, there shall be a full-time SVO pick (by seniority) of available work schedules designated by the Company. If, at the time the pick is conducted, a full-time SVO is on a leave of absence that will or is reasonably expected to continue more than 21 calendar days after the date that the full-time SVO pick is conducted, that full-time SVO shall not pick. When that full-time SVO returns from such leave of absence RTS may choose to either conduct a re-pick among all full-time SVO employees or create a new work schedule for the returning full-time SVO employee. In the event RTS creates a new work schedule for the returning full-time SVO, that new work schedule will first be offered to all full-time SVOs who have more seniority than the returning full-time SVO. If a more senior full-time SVO chooses to accept the new work schedule, his or her prior work schedule will be offered by seniority to the remaining, less-senior full-time SVO employees pursuant to the process described in this paragraph. This process will continue until all full-time SVOs have a work schedule assignment. If no more senior full-time SVO accepts the new work schedule, the returning full-time SVO will be required to either accept that new work schedule or bump into a work schedule held by a less senior full-time SVO; if the returning full-time SVO bumps into a work schedule held by a less senior full-time

SVO, the new work schedule will be offered to full-time SVOs who are less senior than the returning full-time SVO until either a full-time SVO accepts that new work schedule or the least senior full-time SVO is assigned that new work schedule. If a less senior full-time SVO accepts the new work schedule, that full-time SVO's prior work schedule will be offered by seniority to the remaining, less-senior full-time SVO employees pursuant to the process described in this paragraph. This process will continue until all full-time SVOs have a work schedule assignment. The re-pick or offer of new schedule shall be conducted within one (1) week after the full-time SVO returns to work from leave and will be implemented at the beginning of the next payroll period after the picking or bumping process is complete. The full-time SVO who returns from leave will be assigned work by the Company until the picking or bumping process is complete and implemented.

When a full-time SVO employee begins a leave of absence that will or is reasonably expected to continue for more than 21 calendar days, RTS will conduct a full-time SVO re-pick in order to cover this vacancy.

Notwithstanding any other language in this Memorandum of Agreement, no SVO employee shall be allowed to work in violation of New York Transportation Law § 211.

(i) On the day that would be an SVO employee's seventh consecutive day of work without twenty-four (24) consecutive hours off, an SVO employee who requires a rest day to ensure compliance with New York Transportation Law § 211 (referred to herein as "rest day conflict SVO") will be required to take a mandatory twenty-four (24) consecutive hours off without pay.

(ii) In the situation addressed in 4(a)(i) above, on the rest day conflict SVO's next regularly scheduled day off, he or she will be scheduled by RTS in compliance with the eight (8)

hour time off legal requirement. When necessary to ensure compliance with the eight (8) hour time off legal requirement, the rest day conflict SVO will report for duty on that SVO employee's next regularly scheduled day off at a time later than normally scheduled as needed to ensure compliance with the eight (8) hour time off legal requirement.

(iii) In the situation addressed in 4(a)(i) above, a rest day conflict SVO may opt to use an accrued vacation day, personal day or sick day (without an attendance occurrence) on the rest day conflict SVO's next regularly scheduled day off instead of working in accordance with Section 4(a)(ii) above. Such a day off will not be counted for purposes of the Lay-Off Book referenced in Section 18 of this MOA. A rest day conflict SVO with no accrued but unused vacation days, personal days or sick days may select which of that rest day conflict SVO's next two (2) regularly scheduled days off that he or she will work in accordance with Section 4(a)(ii).

(b) Part-time SVO employees shall, on a weekly basis, pick by seniority from work schedules designated by the Employer for the following week. The least senior part-time SVO employee will be obligated to accept the last unpicked work schedule each week. Any part-time SVO who declines the opportunity to pick a work schedule will be skipped and will accept a work schedule left after picking is complete. Notwithstanding any other language in this Memorandum of Agreement, no SVO employee shall be allowed to work in violation of New York Transportation Law § 211 and no SVO employee may pick a work schedule that would result in a violation of New York Transportation Law § 211 in the current or a future work week.

(c) The Company maintains the right to designate the work schedules to be picked in the manner described above, and to designate the work assignments for SVO employees during their picked work hours as deemed necessary by RTS due to operational need. The provisions of

the CBA that govern “split shifts”, including Sections 25 and 26, for RTS Bus Operators will apply to SVO employees including full-time and part-time.

5. Offer of SVO Work Hours - In the event there is a need for additional SVO employee work hours due to call-offs, absences or other issues, such hours will first be offered to the full-time and part-time SVO employees by seniority (if not otherwise working or conflicted from working during such work hours). Except in federal, state, county, city, town or village declared emergency situations such as but not limited to weather emergencies, RTS will bypass a part-time SVO employee for such an offer of hours where the hours would result in that SVO employee working more than 29 hours in that workweek. If the need for additional SVO employee work hours is not satisfied through this offer to full-time and part-time SVO employees, RTS may choose to either move forward without filling additional SVO work hours or handing out the SVO work hours through the RTS Extra Board pursuant to the Extra Board Work Rules and the CBA, and any such Extra Board Bus Operators who fill SVO hours shall be paid at their regular Bus Operator pay rate. If, after the Extra Board is exhausted there is still a need for additional SVO work hours, RTS may offer work to part-time SVO employees who were bypassed pursuant to this paragraph. Notwithstanding any other language in this Memorandum of Agreement, no SVO employee shall be allowed to work in violation of New York Transportation Law § 211; when offering additional SVO employee work hours, RTS shall skip SVO employees when such additional work hours would result in a violation of New York Transportation Law § 211 in the current or a future work week.

6. Part-Time SVO Limitation - The number of part-time SVO employees employed by RTS shall not exceed 50% of the number of full-time SVO employees employed by RTS.

Part-time SVO employees shall not be counted or considered for purposes of the limitation on the number of part-time Bus Operators listed in Article 54(B) of the CBA.

7. RTS Bus Operator Positions- RTS agrees that, except as described below, the number of RTS Bus Operators that exist as of the execution of this Memorandum of Agreement ("Base Number of Operators") will not decrease by more than four percent (4%) during the five years (i.e., 1,825 days) after the execution of this Memorandum of Agreement without making the pay change addressed in the following sentence. (Attached as Addendum #2 is a list demonstrating the Base Number of Operators.) Should RTS exceed this 4% limitation, for each Bus Operator decrease below the 4% limitation RTS will pay the most senior SVO employee(s) at the applicable regular Bus Operator pay rate effective on the date that RTS exceeded the 4% limitation. If/when RTS no longer exceeds this 4% limitation, SVO employee(s) being paid the applicable Bus Operator pay rate will again be paid at the applicable SVO pay rate. (However, notwithstanding the above language in this paragraph, this 4% limitation shall not be deemed violated/exceeded when the number of RTS Bus Operators temporarily decreases by more than 4% due to one or more Bus Operator vacancies (e.g., discharge, resignation, retirement) so long as RTS takes action to fill the Bus Operator vacancy as soon as reasonably possible and the vacancy is filled within six (6) months after the position became vacant. In such a situation, in the event the vacancy is not filled within six (6) months, RTS will temporarily pay the most senior SVO employee(s) at the applicable regular Bus Operator pay rate until the vacancy is filled.)

In the event that: (a) RTS is no longer a party to a subsidy contract(s) that existed as of the date this Agreement was executed by the parties, and/or there are changes to any subsidy contract(s), that make necessary, in the reasonable judgment of RTS, a decrease in Bus Operator

manpower - then the Base Number of Operators will be reduced by that number; in the event RTS enters into new or revised subsidy contract(s) that results in additional manpower, the Base Number of Operators will be increased by that number; or (b) there is a decrease in State Operating Assistance ("STOA") received by RTS that make necessary, in the reasonable judgment of RTS, a decrease in Bus Operator manpower - then the Base Number of Operators will be reduced by that number; in the event there is an increase in STOA received by RTS that results in additional manpower, the Base Number of Operators will be increased by that number.

8. Full-time SVO employees will be guaranteed forty (40) hours of pay per week whether scheduled for forty (40) hours or less than forty (40) hours per week, provided the full-time SVO performs all of his or her scheduled work for the week. Part-time SVO employees will be guaranteed pay for the number of hours stated in the work schedule picked by the part-time SVO employee for the week, provided the part-time SVO employee performs all of his or her scheduled work for the week. Each full-time SVO will have two (2) consecutive days off each week. Part-time employees will not be scheduled to work more than five (5) days per work week, but days off are not required to be consecutive.

9. SVO employees will transport RTS customers only (a) within the CMZs implemented as part of the Reimagine RTS project; and/or (b) on commuter routes ("commuter routes" are defined as from rural areas to Connection Hubs in the CMZs and to rural areas from Connection Hubs in the CMZs). For purposes of clarity, the Connection Hubs in the CMZs include the following locations: Eastman Avenue; Ridge/Culver/Goodman; Rochester Tech Park; St. John Fisher; Irondequoit Plaza; Baytowne Plaza; Greece Ridge Mall; and Hylan Drive; and any later-created Connection Hub within a CMZ.

10. The RTS vehicles operated by SVO employees will be fueled, washed and stored/parked by RTS maintenance employees in the bargaining unit represented by the Union, subject to the Settlement Agreement dated March 10, 2015 that resolved Grievances 37-14, 38-14, 39-14, 40-14 and 27-15 which remains in full force and effect.

11. RTS mechanical department employees represented by the Union will service, maintain, and repair revenue vehicles built to less than a 10-year expected vehicle life. Notwithstanding the preceding sentence, RTS will have the option to send revenue vehicles built to less than a 10-year expected vehicle life to the appropriate dealer and/or manufacturer for any warrantee/recall work that applies to such vehicles, but the Company will not purchase extended warranties above the standard warranty offered by the manufacturer except that the Company may purchase extended powertrain warranties on these vehicles. All work performed by an outside entity on RTS property pursuant to an extended warrantee will be handled in the same manner as extended warrantee work performed by outside entities on RTS buses on RTS property. In the event a manufacturer requires a vehicle be sent to an off-site location for extended powertrain warranty work: (1) an appropriate RTS Technician will transport the vehicle to the facility designated by the manufacturer, and after the repair will retrieve the vehicle from that facility; and (2) an appropriate RTS Technician(s) will be compensated at the regular pay rate for the number of hours expended by the manufacturer-designated repair facility (RTS will require a written document from the repair facility to document the number of hours expended). The Company will notify an ATU maintenance executive board representative when these vehicles are sent to a dealer or manufacturer for warrantee and/or recall work. Nothing in this paragraph impairs any exclusivity rights the Union may possess at the time this Agreement is executed.

12. Maintenance and cleaning, as well as snow removal and grounds keeping, of the Connection Hubs in the CMZs (see paragraph 9 above) established as part of the Reimagine RTS project that are located on land owned by RTS (which means, for purposes of this Agreement, fee simple ownership other than leased, licensed or pursuant to an easement) will be assigned to RTS Buildings and Grounds employees in the bargaining unit represented by the Union. For purposes of clarification, “maintenance” shall not include repairs to structural or other damage to the Connection Hubs. The agreement by RTS to assign this work at certain Connection Hubs in the CMZs to RTS Buildings and Grounds employees does not create an entitlement or past practice with respect to any bus shelters or other structures outside the RGRTA campus, nor does this agreement mean (and it should not be construed to mean) that such work on bus shelters or other structures outside the RGRTA campus is work covered by Section “I” of the “Use of Outside Contractors” agreement.

CUSTOMER SERVICE DUTIES

13. Work involving telephonic customer interaction related to on-demand and route deviation service in the Community Mobility Zones provided by RTS will be assigned to bargaining unit employees in the Customer Service Department. As an exception to the preceding sentence, RTS reserves the right to utilize agency workers not employed directly by RTS to assist with the Reimagine RTS implementation, with the following limitations: (a) RTS will utilize such agency workers for no more than eight (8) consecutive weeks, and such 8-week period will include the Reimagine RTS “go live” date; if any such employee is retained beyond eight (8) weeks he or she will transition to a bargaining unit employee position; (b) except during the time that agency employees are being trained in advance of the RTS Reimagine “go live” date, during the time period that agency employees are used pursuant to this paragraph, available

work schedules will be posted for picking by the bargaining unit Customer Service Department employees before work is assigned to the agency employees (and the current part-time Customer Service employee is eligible to pick a full-time work schedule during this period but will remain a part-time employee for all purposes); (c) overtime opportunities during the period of time that agency employees are used pursuant to this paragraph will be offered to bargaining unit employees pursuant to Article 63(F) of the CBA before such overtime opportunities (i.e., in excess of 40 hours per work week) are offered to agency employees. The parties agree that Customer Service employees working in the call center will only work at the same desk/cubicle at the same time when one employee is training the other. In addition, in the event any Customer Service employee working in the call center does not have an assigned desk/cubicle used only by that employee, such that other employees may use the same desk/cubicle at other times, RTS will provide a lock box/locker/other secure compartment for use by those impacted Customer Service employees working in the call center to store their personal belongings while not at work. Nothing in this paragraph impairs any exclusivity rights the Union may possess at the time this Agreement is executed.

SIGN UNVEILING ASSOCIATED WITH REIMAGINE RTS

14. It is anticipated that the unveiling (i.e., cover/sticker removal) of all new or replaced RTS signs in the RTS service area will need to be unveiled by removal of a cover/sticker immediately prior to the Reimagine RTS “go live” date during hours designated by the Company. The Company will utilize an outside vendor to perform this work. In lieu of having the opportunity to perform some of this work, all non-probationary Laborers and Truck Drivers in the maintenance department who are actively employed on the Reimagine RTS “go live” date will be paid twelve (12) hours of overtime at their applicable overtime rate that exists

at that time. Nothing in this paragraph impairs any exclusivity rights the Union may possess at the time this Agreement is executed.

GENERAL PROVISIONS APPLICABLE TO SVO EMPLOYEES

15. The Attendance Memorandum of Agreement attached to the CBA will be applicable to SVO employees according to its terms.

16. With respect to the applicability of the existing CBA, part-time SVO employees shall be covered by only those provisions specifically set forth below by section number and topic:

- Section 1 – Conformity to Law Clause
- Section 2 – Management Rights
- Section 3 – Recognition of Union
- Section 4 – Treatment with the Union
- Section 5 – Grievances
- Section 6 – Discipline/Discharge
- Section 7 – Clean Record Rule
- Section 8 – Arbitration
- Section 9 – Probationary Period
- Section 10 – Checkoff
- Section 11.J – Felonious Assault Insurance
- Section 14 – Free Transportation (employees only)
- Section 19- Clearing from Leave of Absence and Sick Leave
- Section 23 – Appearance on Company Behalf
- Section 24 – Payday
- Section 25 – Work Week (As modified by this MOA.)
- Section 26 – Spread Time (As modified by this MOA.)
- Section 35 – Cash-In Time
- Section 37 – Slips (Misses)
- Section 38 – Delayed Buses
- Section 39 – Discipline-Days Off
- Section 40 – Accident Reports
- Section 42 – Loss of Company Funds
- Section 52 – Uniform Allowance (After 180 days, and as modified by 10/18/17 MOA.)
- Section 53 – 19-A Physical
- Section 54(I) – Social Security, etc.
- Section 61 – Pension Plan (Part-time SVOs become eligible for participation in the retirement pension plan on completion of one (1) full year of service) Section

- 64 – Term of Contract

Any provision of the CBA in conflict with this Memorandum of Agreement shall be superseded by this Memorandum of Agreement. Except as specifically set forth herein, part-time SVO employees are not entitled to any benefits except those required by law.

17. With respect to the applicability of the existing CBA, full-time SVO employees shall be covered by only those provisions specifically set forth below by section number and topic:

- Section 1 – Conformity to Law Clause
- Section 2 – Management Rights
- Section 3 – Recognition of Union
- Section 4 – Treatment with the Union
- Section 5 – Grievances
- Section 6 – Discipline/Discharge
- Section 7 – Clean Record Rule
- Section 8 – Arbitration
- Section 9 – Probationary Period
- Section 10 – Checkoff
- Section 11 – Insurance
- Section 12 – Vacations (there will be a separate vacation pick for SVO employees)
- Section 13- Holidays
- Section 14 – Free Transportation
- Section 15 – Bereavement
- Section 16 – Jury Duty
- Section 17 – Leave of Absence
- Section 18- Sick and Personal Time
- Section 19 – Clearing from Leave of Absence and Sick Leave
- Section 20 – Excused from Work (As modified by this MOA)
- Section 21- Leave of Absence – Union
- Section 22 – Seniority Rights (As modified by this MOA)
- Section 23 – Appearance on Company Behalf
- Section 24 – Payday
- Section 25 – Work – Week (As modified by this MOA)
- Section 26 – Spread Time (As modified by this MOA)
- Section 30 – General Pick and Schedules (As modified by this MOA)
- Section 32 – Overtime Work (As modified by this MOA)
- Section 35 – Cash-In Time

- Section 36 – Trading of Runs
- Section 37 – Slips (Misses)
- Section 38 – Delayed Buses
- Section 39 – Discipline-Days Off
- Section 40 – Accident Reports
- Section 41 – Student Instruction
- Section 42 – Loss of Company Funds
- Section 43 – Operator’s Work
- Section 44 – Day-Off Work
- Section 52 – Uniform Allowance (applicable to SVO employees only)
- Section 53 – 19-A Physical
- Section 61 – Pension and Retirement Benefits
- Section 62 – Volunteer Firefighters
- Section 64 – Term of Contract

Any provision of the CBA in conflict with this Memorandum of Agreement shall be superseded by this Memorandum of Agreement. Except as specifically set forth herein, full-time SVO employees are not entitled to any benefits except those required by law.

18. *For full-time SVO employees only:* A separate open SVO lay-off book shall be maintained at the Dispatcher’s office for the SVO employees to sign to request personal time off. The rules and procedures found in Article 20(a) of the CBA for Transportation employees shall apply to this SVO layoff book, except that only the first SVO employee who signs to be absent on any day shall be guaranteed the day or days off, provided the SVO employee has accrued personal time available to cover the day or days off requested.

Any employee wishing a partial day off can make a request to the Manager or designee for the time wished off. It will be approved or disapproved as soon as possible. (This process applies to SVO employees, and the process in Article 20(B) does not apply to SVO employees.)

19. In the event of a reduction in force / layoff impacting SVO employees, order of layoff will be determined by hire date in the title impacted by the reduction/layoff (most recent hired employees laid off first), except that part-time employees in an impacted job title will be laid off before full-time employees in that job title. Recall rights to openings in the impacted

title will expire after a period equal to the employee's continuous length of service with RTS immediately prior to layoff, or two (2) years, whichever is greater. In the event of a reduction in force or layoff impacting RTS Bus Operators, impacted RTS Bus Operators may bump lower Company seniority SVO employees and will be paid SVO rates.

20. Maintenance department employees and SVO employees who apply for RTS Bus Operator openings will have equal opportunity to be considered for such RTS Bus Operator positions in accordance with the RTS interview and hiring process. When RTS Bus Operator Trainee positions become available, they shall be offered to SVO employees by RTS hire date, and an SVO employee who successfully becomes a Bus Operator will be paid based on their RTS hire date; however, the preceding sentence shall not apply to any SVO employee who was issued a disciplinary suspension for reasons other than attendance (whether the suspension is on appeal or not) within the prior two (2) year period or who entered into a last chance agreement within the prior four (4) year period. RTS agrees that it will conduct interviews of Maintenance department employees who apply for RTS Bus Operator openings (if they reach this stage in the hiring process) before it begins interviewing external applicants for RTS Bus Operator openings. The parties agree that a bargaining unit employee's attendance record and attendance disciplinary history for purposes of the Attendance Memorandum of Agreement attached to the CBA will not be impacted or restarted when a bargaining unit employee moves from one bargaining unit position into another bargaining unit position and/or into a Bus Operator Trainee position.

21. The pay rate schedule for RTS Bus Operators and Maintenance employees who successfully transfer to SVO positions will be according to their Company hire date. All other successful transferees will start at the SVO starting wage rate. During training, RTS transferees

to SVO positions will continue to be bargaining unit employees represented by the Union and covered by the CBA and shall be eligible to return to their previous position (but only if that position is still available) with no loss of seniority if he or she does not successfully complete the training in the reasonable discretion of RTS; if an employee's position is no longer available, he or she will be the first employee offered employment to fill the next vacancy in that position if qualified. In addition, an employee may choose not to complete the training one (1) time only and in such a case the employee shall be eligible to return to their previous position (but only if that position is still available) with no loss of seniority; if an employee's position is no longer available, he or she will be the first employee offered employment to fill the next vacancy in that position if qualified.

SIDE AGREEMENTS NOT IN THE CBA

22. The parties have executed various memoranda of agreement and other side agreements (collectively, "side agreements") that are not explicitly stated or referenced in the CBA. The parties agree that all current side agreements that apply to all members of the bargaining unit represented by the Union will apply to SVO employees, which includes the side agreements referenced on the attached Addendum #3.

LAYOFF PROVISION

23. The Company agrees that no current Bus Operator (as of the date this Memorandum of Agreement is signed by the parties) in the bargaining unit represented by the Union will be laid off as a result of the implementation of the Reimagine RTS project. For purposes of clarity, this Memorandum of Agreement does not prohibit layoffs of current Bus Operators for reasons separate and distinct from the implementation of the Reimagine RTS project, such as, but not limited to, loss of funding, loss of contract, and/or other operational

reasons; moreover, this Memorandum of Agreement does not guarantee that RTS will maintain the same number of Bus Operators at all times in the future.

ADDITION TO THE CBA

24. This Memorandum of Agreement will be attached to and incorporated into the CBA.

SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

25. The parties hereby agree to the following terms for a successor Collective Bargaining Agreement with a term of January 1, 2020 through December 31, 2022:

(a) All pay rates in Articles 51, 56, 57, 59 and 63 of the current CBA will be increased as follows:

- January 1, 2020 - 2.5% increase
- January 1, 2021 – 2.5% increase
- January 1, 2022- 2.5% increase

(b) Effective for employees who retire on or after January 1, 2020, increase the monthly “caps” listed in Article 61 of the CBA as follows:

- From \$57 to \$65
- From \$65 to \$73
- From \$60 to \$68

[The language in the CBA addressing the current "caps" (i.e., 57, 65, 60) will be modified to be "Effective for employees who retire on or after January 1, 2019 but before January 1, 2020."]

(c) With the exception of the contract duration (January 1, 2020 through December 31, 2022) all remaining terms of the current CBA will remain unchanged.

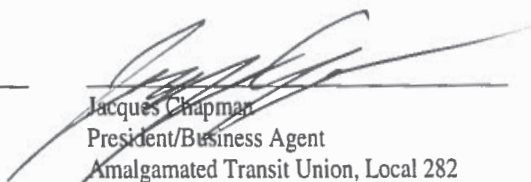
RATIFICATION

26. This Memorandum of Agreement is subject to (i) ratification by the RTS bargaining unit represented by ATU; and (ii) ratification/legislative approval by the RGRTA Board of Commissioners.

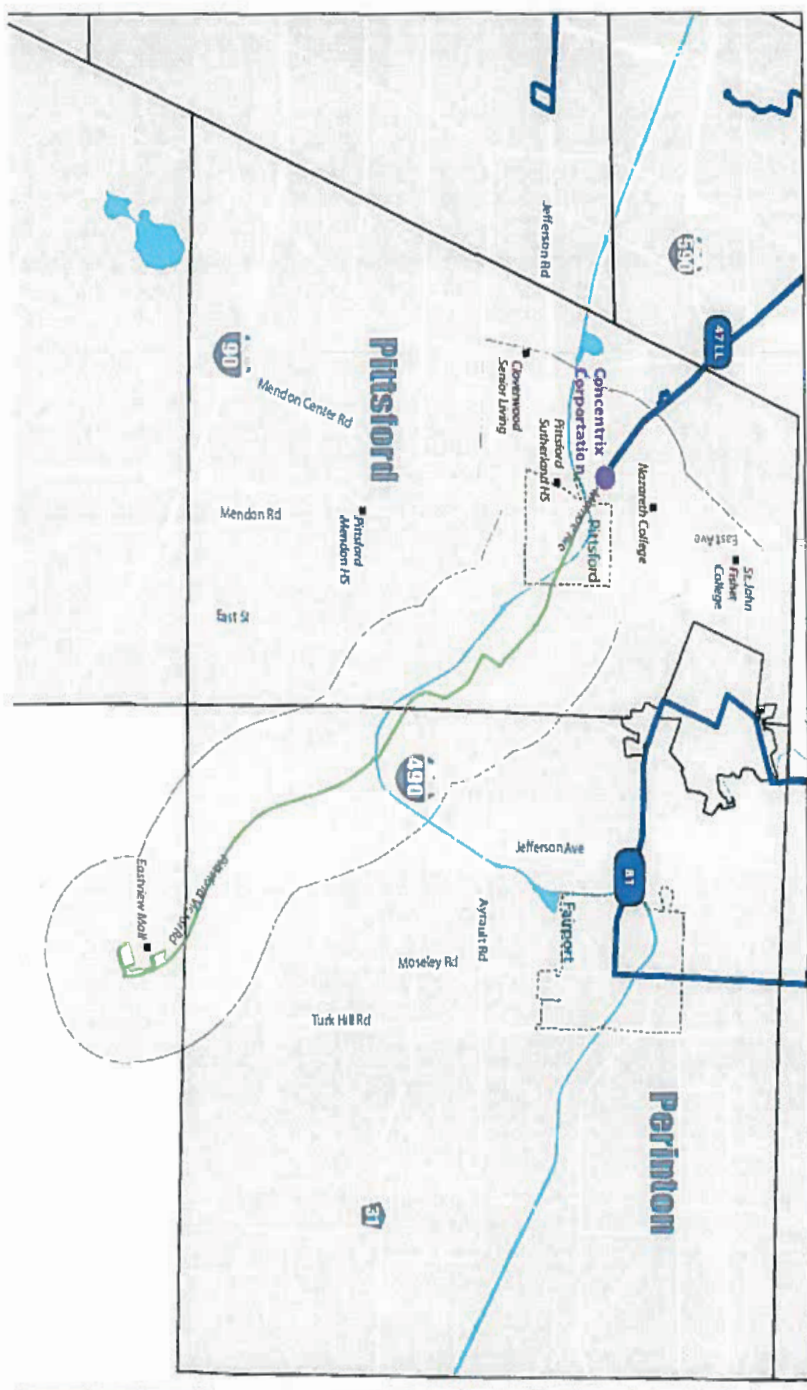
8/13/19
Date

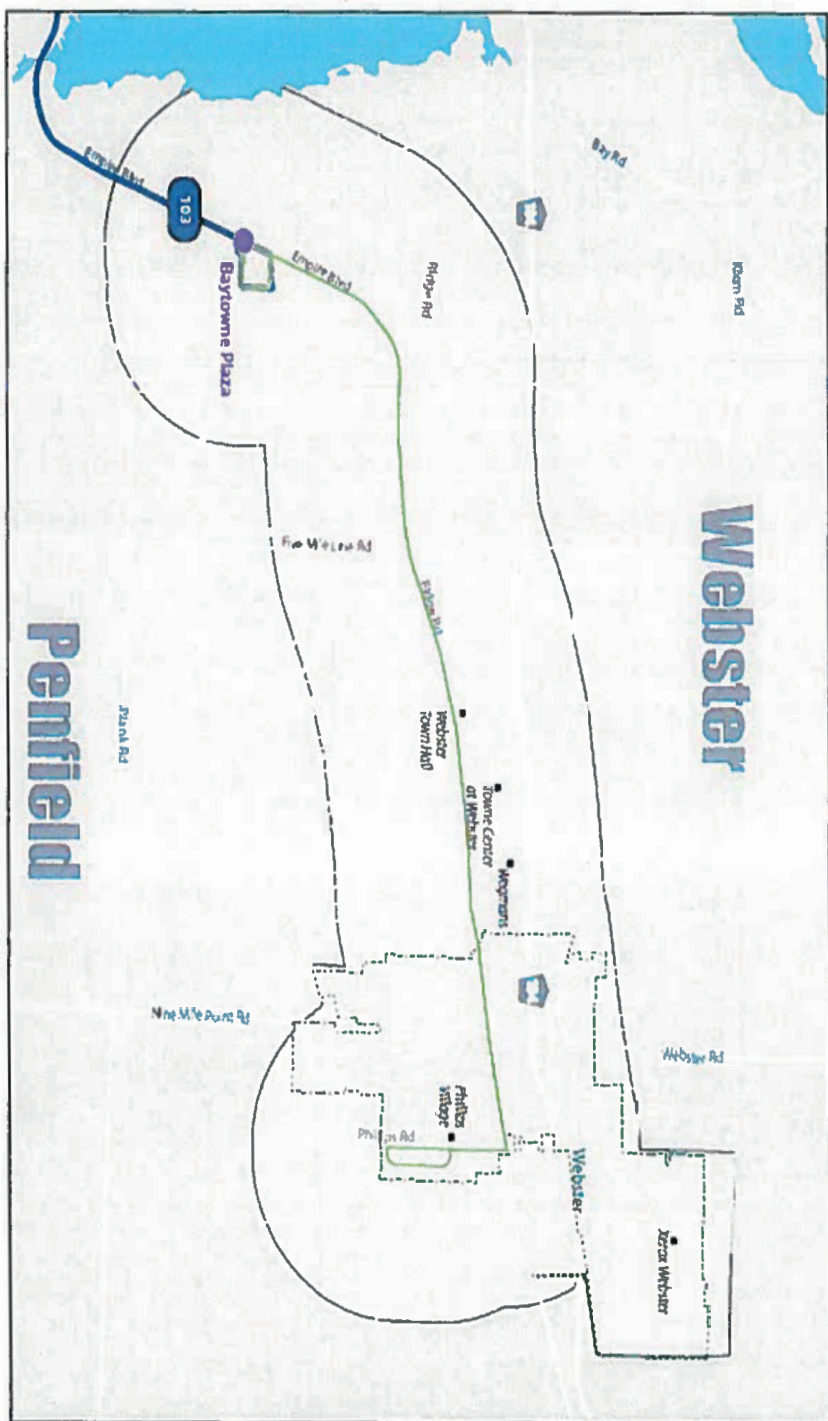

Janet Snyder
Labor Relations Director
Regional Transit Service, Inc.

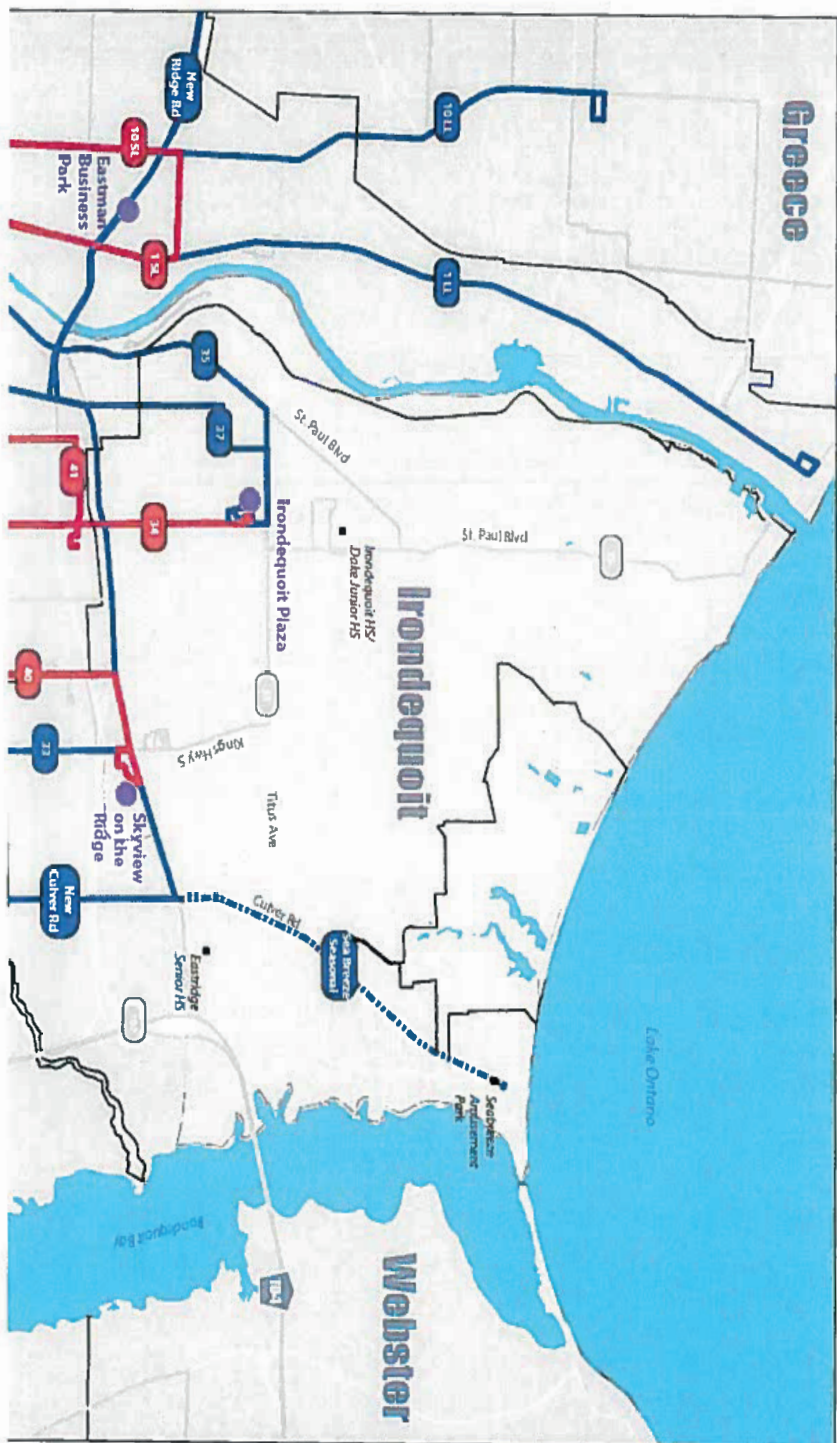
8/13/19
Date

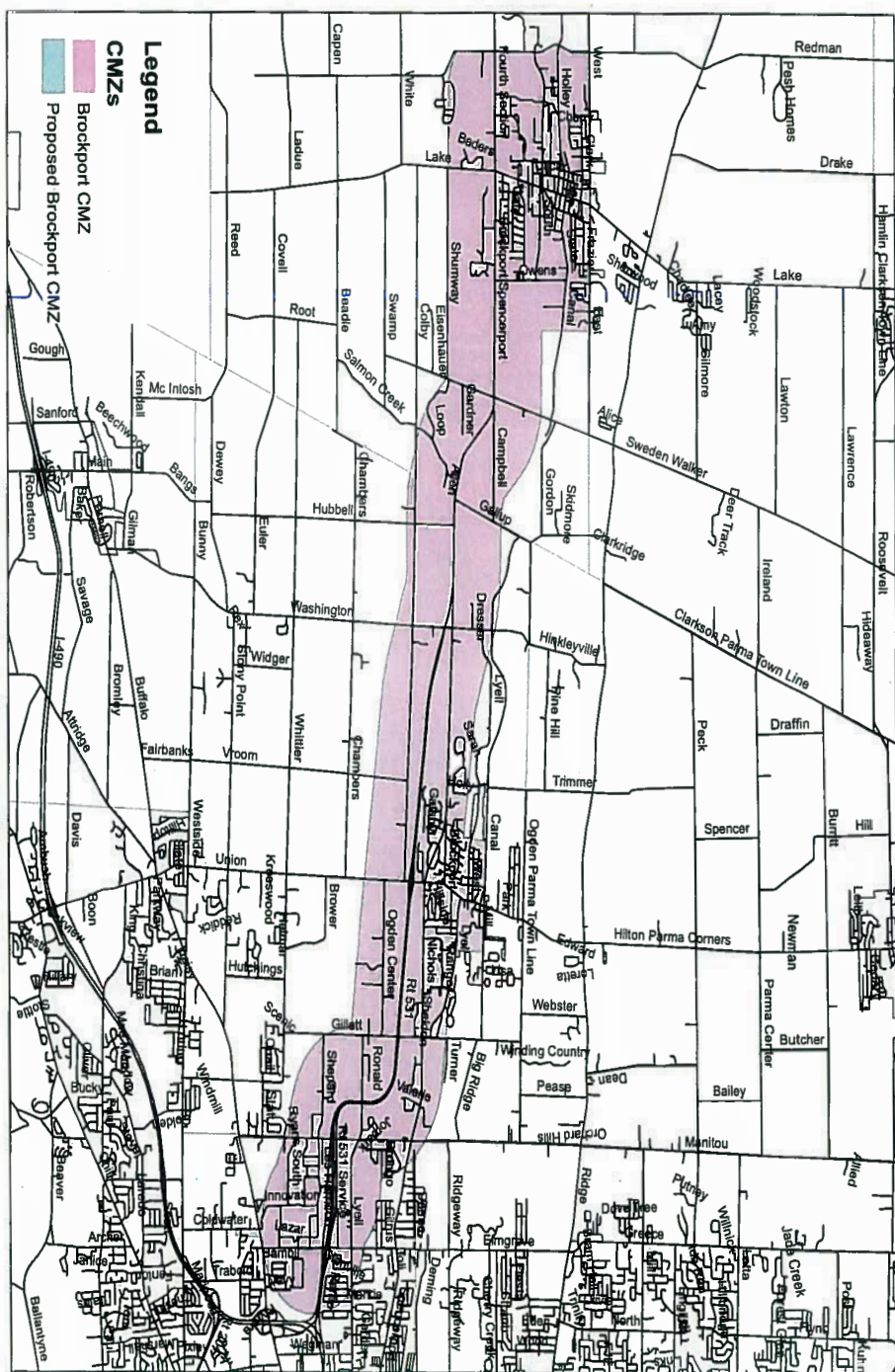

Jacques Chapman
President/Business Agent
Amalgamated Transit Union, Local 282

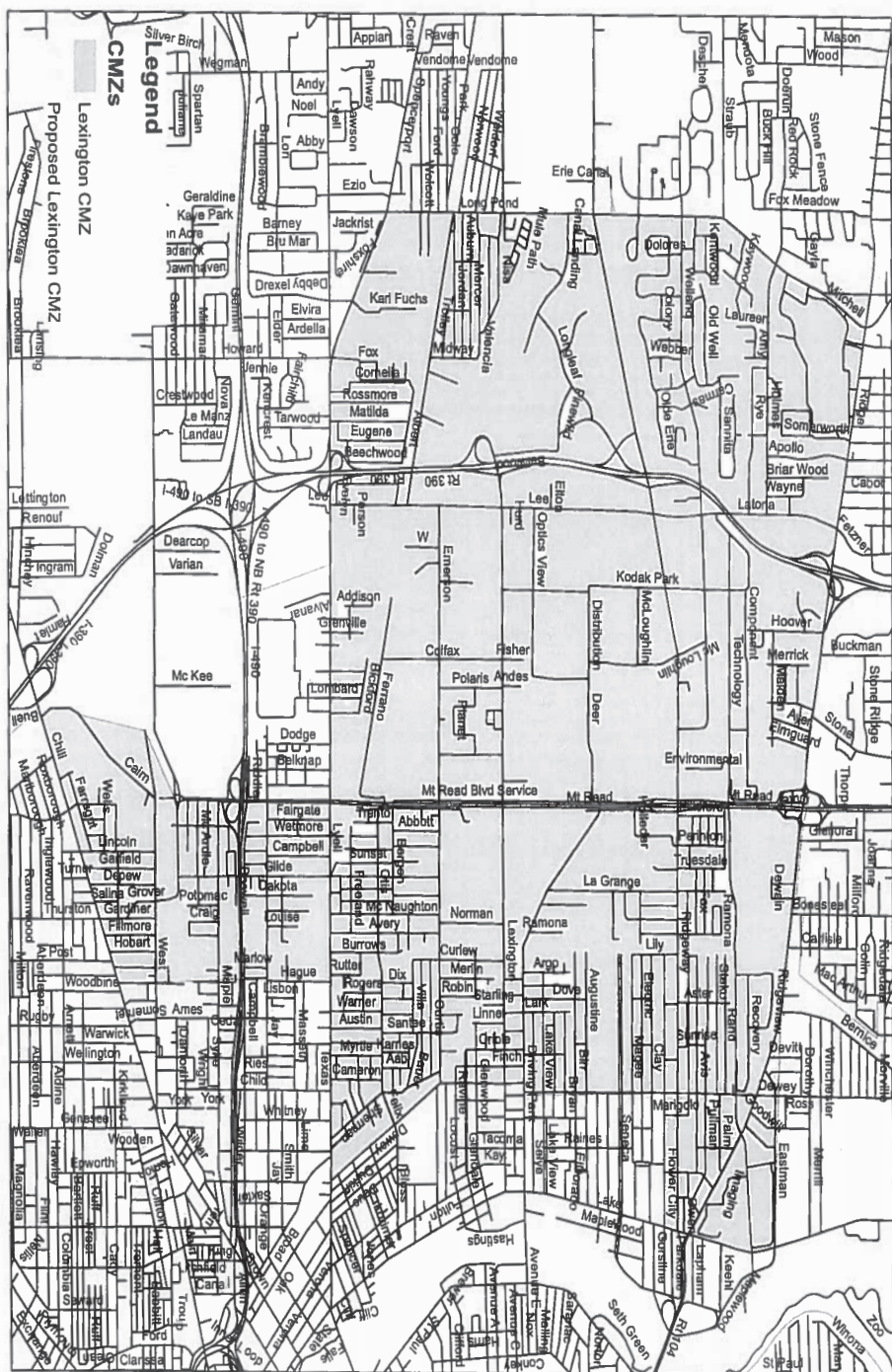
ADDENDUM #1











ADDENDUM #3

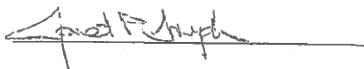
Side Agreements Applicable to SVO Employees

- Settlement Agreement on Uniform System (10.18.17)
- MOA on Bus Operator Meal Periods/Travel Time/Report Time (6.8.18)
- Accident Review Policy (3.16.04)
- Substance Abuse Policy (2.20.95)
- Post Accident Drug and Alcohol Testing (10.17.05)
- MOA on cellular phones and other devices (11.3.10)
- Settlement Agreement on Supervisory Counseling (5.29.09)
- Settlement Agreement on Medical Clearance Requirements (10.24.16)
- Settlement Agreement on FMLA Not Grievable (3.17.10)
- MOA on patches and buttons (2.8.91)
- Parking Policy (effective 9.5.14)
- Settlement Agreement on return to work medical process/clearance (7.20.10 / 7.21.10)
- MOA on Transitional Duty Program (5.19.11)

AMALGAMATED TRANSIT UNION,
LOCAL 282

A stylized, handwritten signature in black ink, consisting of several sweeping, overlapping strokes, positioned above a horizontal line.

REGIONAL TRANSIT SERVICE, INC.

A handwritten signature in black ink, appearing to read "Fred R. [unclear]", positioned above a horizontal line.