

282 Monthly Chronicles

September 2025



Arbitration:

These are the upcoming arbitration, and results of recent arbitrations that were voted on my membership.



Chris Rivers (RTS) OT/Spread pay GR# 64-24
Scheduled 6/8/2025. Union has won this
Arbitration. Ruled on 9/23/2025

[HERE](#)

Pension Plan:

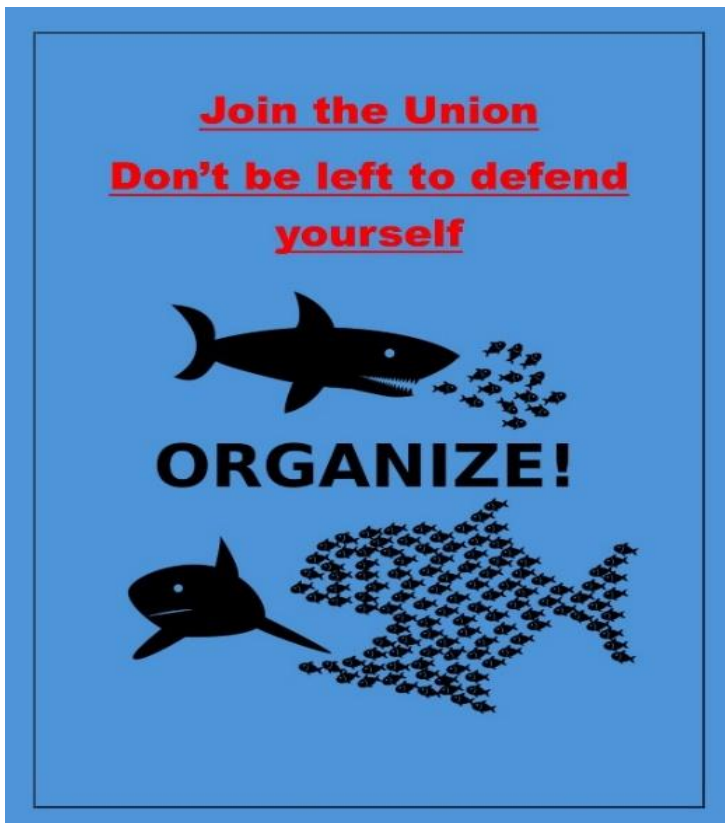
RTS & Access Market is stable we are always looking into making better investments and keeping our plan strong.

RTS:

- A) July Value 76,869,654
- B) August Value 77,869,654
- Gain of 878,821

LL:

- A) July Value 6,899,025
- B) August Value 6,980,620
- Gain of 81,595



Membership Organizing:

We encourage all non-members to join and to participate. Your voice matters at 282, we want to know what's on your mind. Call 585-232-7230 for more information or stop by 22 Fourth Street Rochester, NY 14609 to join!

NON-MEMBERS

Joint Safety Committee

September 2nd and 16th

Discussion still on the table

Nova bus seat *Via email updates.* Seats are being delivered and should be installed by the end of October

Focus of the Quarter

Seatbelt safety, driver are reported to not be using seatbelts. A campaign will start in October to remind drivers wearing seatbelts.

If for you safety and it the law. Company will be putting out reminders to do your Pre, and Post-Trip inspections.

SVO to 40' Bus Training

On-Demand Operators with a valid Class B license and passenger endorsement are being offered the opportunity to take 19-A road test in 40' bus. By so they become eligible to drive a 40' bus. This is voluntary

MDT & EVIR CODES

New codes to be added to better assist maintenance on issue on the bus.

(i.e) Bio-hazard front of bus driver side, back of bus passenger side. This will now be accompanied by flag left on the seat.

Contract Negotiations

RTS Seneca:

Greg Poland has been appointed mediator Mediation. There have been two dates of mediation. The company is saying that their NON-Union property will want what Seneca is asking for. This is the first time in this unions history that the company is using a nonunion shop as a reason to not give a fair contract.

Union is scheduling a meeting with Miguel

RTS Ontario:

Final prep meeting held 9/10

1st meeting with company 9/11

RTS Monroe:

Books Available

Also on website

[HERE](#)

RTS Access:

Union now reviewing the contract

Cope:

Labor Walk for McCann and Miller of
Greece 8/30

Mayor Evans Round Table 9/8

Rochester Labor Council Board Cope
meeting 9/9

Rochester Labor Council Board regular
meeting 9/11

Adam Bello event 9/17



**ATU supports Labor and
Union positive candidates.
Please have your local
politicians reach out to us if
they support our interest,
we will support them.**

Old Business

RTS OPS:

Krystal Hall spoke about new employee surveys. New company will be conducting survey, no longer internal RTS survey. Talent Map will conduct survey. To better track the results and ensure that only one survey is done by each employee you will need to enter badge number to start. We are told that the badges will be separated from the results before being sent to RTS.

Company assures us that it will be handling grievances better. Yet again they will have a new process to get members' answers and pay accordingly

19a issues, asked company to get letters to members with confirmation. It's not good for the public to not have buses running because members are pulled from service over 19a issues that can be resolved if they received the information needed in a timely manner

Sky-View- There are a lot of potholes, union is asking for this to be addressed. Company has reached out to owner of lot. They are assuring that potholes will be fixed in short term and a final remedy for re-paving is being investigated.

Pass-ups, Company has stated this is major issue for them. This is one of their top priorities to resolve. Union has asked that company give proper counsel of this issue and not write discipline before

members have chance to correct mistakes.

Chili Walmart- has informed company that it will be starting construction, and new bus stop will not be accessible. Union has asked to remove stop from Walmart parking all together we feel its unsafe.

RTS AD-HOC:

As of the end of July there is still no movement on the 12 pm issue. It was used as a negotiation tactic in an arbitration settlement by the company but was nowhere close to what we discussed in AD-HOC

The company continues to state that they are looking to help the members out during these discussions, but in the end, they always say there is nothing good for the company

The Union wrote up a Memorandum Of Agreement As of January 27, 2025 to solve this issue, the company was agreeable to these new rules but has not responded in over a month. [MOA is attached here](#)

Discussion on Holiday Pass up for the extra board

Discussion on a day/ night board. Union states that is needs to be clear on how it would run before bringing to the membership.

Looking to clean up the board rules to add in the new language from contract and remove old language



Presidents Day

Tentative Dates

Access:

1st Monday of the month

RTS Monroe:

Drivers Breakroom 1st Tuesday of the month

RTS Monroe:

Bus Washers Breakroom 1st Wednesday of the month

Grievances:

The company states that they are putting in measures to respond to open and new grievances in a timelier manner. When receiving a response make sure to contact the union if you disagree with answers if they are awarding a win, that is not in line with what you expect.

STILL, WE ARE NOT GETTING ANSWERS IN A TIMELY MANOR ESPECIALLY AT THE LEVEL 2

We have set up extra meetings each month to go over open grievances. As of now grievance answers are still not coming in as much as we would like.

You can see where your grievance is in the process by visiting the ATU website Click here [**AtuLocal282.org**](http://AtuLocal282.org).

ATU members need to register on the website to get a login and password to see the grievances.

Partnerships:

Visit the Partnership tap on the website [**AtuLocal282.org**](http://AtuLocal282.org) for more information.

We are always looking to make new partnerships with local businesses that want to support our union. Have interested parties reach out to us.

Next Regular Meeting

October 16th @ the Union Hall

10am, 3:30pm 7pm

October 18th @ Crytal Beach
Fire Hall

9am



Memorandum of Agreement
Between
Regional Transit Service (“Company”)
And
Amalgamated Transit Union, 282 (“Union”)

The parties met to discuss work rule #17 of the extra board work rules and agree as follows:

- 1) **Amend #17** - P.M. work will be handed out by the following order: Runs, then the most amount of work in cycle. ~~Dispatcher will hand out work after completion of idle time unless there is a run or piece that needs to be called~~
- 2) When 12pm show up are assigned to the daily extra board work will be handed out in the following order
 - a) 12 pm show up will only be assigned work that starts from 12pm – 1pm. This will consist of runs, halves, trippers, pieces, change-offs and fill ins
 - b) Once the first hour of the 12pm show-up has expired (1pm) they will move to their place in board seniority for the day behind the 1pm show ups

Dated: January 27, 2025

Donna Schnapp
Labor Relations Director
Regional Transit Services Inc.

John Trott
Union President
ATU-Local 282

STATE OF NEW YORK

VOLUNTARY LABOR ARBITRATION

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In the Matter of the Arbitration between

AMALGAMATED TRANSIT UNION,
LOCAL 282,

OPINION

AND

REGIONAL TRANSIT SERVICE, INC.

AWARD

Grievance: 64-24 — Chris Rivers — Overtime/Spread

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BEFORE: Jay M. Siegel, Esq.
Arbitrator

APPEARANCES: For the Amalgamated Transit Union. Local 282
Blitman & King, LLP

By: Nolan J. Lafler, Esq., Of Counsel

For the Regional Transit Service, Inc.
Harris Beach PLLC

By: Roy R. Galewski, Esq., Of Counsel

In accordance with the collective bargaining agreement (Joint Exhibit I A)
between the parties (Union and Company), the undersigned Arbitrator was selected to hear a
grievance and render a binding determination. A hearing was held at the
Company's offices on July 1, 2025.

The parties were accorded a full and fair hearing, including the opportunity to present evidence, examine witnesses, and make arguments in support of their respective positions. The record was closed on August 29, 2025, after the Arbitrator's receipt of the parties' written closing briefs.

ISSUE

Both parties proposed issues but did not agree on either proposed issue. They agreed to have the Arbitrator to determine the issue. The Arbitrator adopts the Union's proposed issue because it directly addresses the gravamen of the dispute, namely ,

Does the manner by which the Company pays daily overtime and/or spread penalty to extra operators who are working out of the window violate the collective bargaining agreement?

If so, what shall the remedy be?

RELEVANT CONTRACT PROVISIONS

ARTICLE 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..

On runs, when assigned work exceeds both eight (8) hours work and the ten (10) and one-half (1/2) hours spread, the spread penalty will be paid over and above the time and one-half payment for work over eight (8) hours. This provides time on time. The Company agrees that the days off of regular operators shall be consecutive where possible.

ARTICLE 45 - EXTRA OPERATORS AND GUARANTEED WORK RULES

X 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 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 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.

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 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 for all time required to be on duty after a spread often and one-half hours.

FACTS

The Company operates a transit service that serves the City of Rochester and its surrounding suburbs. The Union represents more than 500 employees in positions ranging from bus operators to clerical workers.

The Company has two categories of bus operators, regular operators and extra operators. Article 25 defines regular operators as those operators whose names appear on run guides. These operators drive a daily route for the duration of a pick, which is typically for a calendar quarter.

Extra operators do not have the same work each day. They are used by the

Company to cover the runs of regular operators who are out of work for sick, vacation, or some other leave. Each week they either select a run they will drive for the entire week or they work "out of the window", meaning they will cover different runs throughout the week to cover the runs for regular operators who are missing less than one week of work.

This dispute concerns whether certain extra operators working out of the window are entitled to receive overtime at the rate of time and one-half, as well as receive a halftime spread penalty when an extra operator works more than eight hours in a day over a spread of more than 10.5 hours. There is no dispute that, pursuant to Article 25, regular operators receive both overtime at the rate of time and one-half when working more than eight hours and a half-time spread penalty when the spread of their hours exceeds 10.5. There is also no dispute that extra operators who are assigned a full run that is typically assigned to a regular operator with a full run receive both daily overtime and spread pay. In other words, extra operators who are assigned a full run are treated the same way as the regular operators they are covering for.

Article 4S(C) is different from Article 25. It addresses extra pay for extra operators, stating that they will receive time and one-half when working beyond eight hours in a day. Article 45(C) then states that extra operators shall likewise receive time and one-half for all time required to be on duty after a spread of 10.5 hours. While the Union argues that Article 45(C) clearly and unambiguously requires the Company to pay extra operators both overtime and spread pay when they qualify for both, the evidence establishes that the Company has a consistent practice of not paying both payments to extra operators working out of the window for less than a full run. Thus, while extra operators who cover a full run that qualifies for both payments are paid both payments, extra operators covering multiple runs whose hours

and spread time cumulatively qualify them for both payments have historically been paid for the higher payment of the two, but not both.

In 2024, Chris Rivers (Grievant), an extra operator, discovered that when he was assigned individual runs out of the window, he was not being paid overtime and spread pay, despite the fact that he was working more than eight hours in a day over a spread exceeding 10.5 hours. In February 2024, he filed the instant grievance challenging the Company's decision not to provide both overtime pay and spread pay when working out of the window. In April 2024, the Company initially responded that it needed more time to research the matter. In July 2024, the Company responded that operators should be paid both overtime and spread time and that the grievance should be granted. Thereafter, the Company reassessed its position, asserting that in the narrow circumstances presented, extra operators have not and should not receive both overtime and spread pay. Since the Company did not provide Grievant with the relief requested in the grievance, the Union moved the grievance to arbitration, at which time the grievance was assigned to the undersigned Arbitrator for his review and determination.

POSITION OF THE UNION

The Union asserts that it must prevail because the Company's failure to pay overtime and spread penalty to all extra operators working out of the window violates the express language of the CBA.

The Union emphasizes that virtually all operators who work more than eight hours in a day over a shift beyond 10.5 hours receive both overtime pay and the spread penalty. It is undisputed that this includes regular operators. It is also undisputed that extra operators who pick the same assignment for the week that exceeds eight hours each day and more than 10.5 hours of spread receive both

payments and that extra operators also receive both payments if they pick a full run on a single day that qualifies for both payments.

The only scenario where an extra operator is not paid both daily overtime and the spread penalty is presented in this grievance, namely, where an extra operator like Grievant works out of the window and is assigned individual runs that total more than eight hours in a day over more than 10.5 hours of spread. The grievance must be sustained because the distinction used by the Company is contrary to the plain language of the CBA.

The Union insists that Article 45(C) plainly supports its position. Notably, the section does not distinguish between extra operators who are assigned full runs out and those assigned individual runs out of the window that exceed 10.5 of spread. Rather, the section begins by affirming that extra operators shall receive pay at the rate of time and one-half after eight hours of actual work in any one day. It then expressly states that extra operators additionally receive the spread penalty after a spread of 10.5 hours, namely,

Extra operators shall likewise receive time and one-half for all time required to be on duty after a spread often and one-half hours.

When the two sentences of Article 45(C) are read together, the only logical conclusion is that extra operators receive daily overtime and the spread penalty when working more than eight hours over a shift with a spread beyond 10.5 hours. This is the only logical way to interpret the word "likewise." It is obviously analogous to the word "also" and fully connotes the mutual agreement to pay extra operators both payments when both scenarios arise.

The Company's claim that "likewise" somehow means the extra operator gets only the higher of the two payments must be rejected because it does not square with the plain language. "Likewise" does not mean they receive one or the other. It means they receive one and the other, i.e., both.

Equally compelling is that even though Article 45 applies to all extra operators, the Company has been making distinctions between extra operators. The Company somehow claims that Article 45 applies only to extra operators assigned less than full runs out of the window. Thus, it denies pay to extra operators with less than full runs while providing this pay to extra operators covering full runs even though Article 45 makes no distinction on this basis.

Moreover, while Article 25, the provision articulating pay of daily overtime and spread penalty for regular operators, and Article 45(C), the provision addressing pay of daily overtime and spread penalty for extra operators, are not the same, Article 45(C) accomplishes the same result as Article 25. The parties used the word "likewise" in Article 45(C), which means the same exact thing as the Article 25 language, which essentially states that operators working more than eight hours over a spread of more than 10.5 hours receive both payments. To believe that the parties used the word "likewise" to distinguish between these benefits belies logic and the definition of "likewise", which in this context surely means the same as the word "also" or the phrase "in addition."

Notwithstanding the existing practice, the Union has the right to demand that the Company revert to the clear language and provide both payments to all extra operators meeting both qualifying events. In other words, while the practice prevents the Union from seeking relief for those individuals who have been underpaid in the past, it does not prevent the Union from insisting that the plain language is adhered to going forward.

For all of the reasons above, in addition to the fact that the Company initially sustained the grievance, the Union urges the Arbitrator to sustain the grievance, to make Grievant whole, and to order the Company to comply with Article 45(C) going forward.

POSITION OF THE COMPANY

The Company asserts that the grievance must be dismissed because the Union has failed to establish a violation of any provision in the CBA. The Company states that when Article 45(C) is read in conjunction with Article 25, it cannot reasonably be interpreted to require payment of both overtime and spread pay to extra operators. At the very least, Article 45(C) should be deemed ambiguous and subject to consideration of past practice evidence.

While the Union is hyper-focused on the word "likewise" in Article 45(C), the Company emphasizes the importance of the testimony of Jay Corey, the Company's director of transportation. Mr. Corey testified that for decades the word "likewise" in Article 45(C) has been applied to mean that extra operators receive the more lucrative of overtime or spread pay, but not both. If the parties wanted Article 45(C) to mean the same thing as Article 25, they would have used the exact same language. The parties use of different language must be given substantial weight by the Arbitrator.

The Company's arguments should be given credence because they comport with one of the most important contract interpretation principles, namely, to interpret all provisions in the context of the overall agreement. The Company stresses that when the parties agree an employee will be provided two premium payments, commonly known as pyramiding, they expressly acknowledge this to be the case. This is why, in Article 25, the parties noted that the article provided "time on time." Such language is absent from Article 45, evincing the parties' mutual intent that Article 45 addresses pay differently Article 25. Moreover, this accentuates why Article 45 cannot be considered clear and unambiguous. By using terminology "time on time" to address both payments in Article 25, and by not using such terminology in Article 45(C), ambiguity is created. i.e., the language is susceptible to more than one meaning.

The Company urges the Arbitrator to find Article 45(C) to be ambiguous. This will allow the Arbitrator to consider past practice, which wholly supports the Company. It is undisputed that extra operators do not receive both daily overtime and spread pay unless they are covering a daily or weekly assignment of a regular operator that provides for both payments on the same day. The relevant language and the practice have been unchanged for decades.

Mr. Corey logically explained that he denied the grievance because Article 45(C) does not have the same "time for time" language that is found in Article 25 and because extra operators have never been paid both overtime and spread pay unless covering a daily or weekly assignment qualifying for both payments. The parties' historical treatment of these provisions should be adhered to and the grievance should be denied.

Regardless of the Arbitrator's determination, no remedy should be provided to Grievant. The Union failed to offer specific proof that Grievant was denied compensation pursuant to the Union's interpretation of the CBA. Since the Union's case consisted of arguments as to how this provision should be interpreted in the future, no remedy should be awarded.

Finally, the Company never granted the grievance. Mr. Corey provided a reasonable explanation about his reason for initially granting the grievance, i.e., he believed that the grievance addressed a situation where an extra operator had worked a full run normally assigned to a regular operator that typically qualified for both overtime and spread pay. He testified that he had no idea that the Union was trying to change the decades-long practice of paying extra operators both payments when they were not assigned to a regular operator's run that provided for overtime and spread pay. Thus, there is no clear proof that the Company granted this grievance. The Union's claims to that effect must be rejected.

OPINION

After carefully considering the evidence in the record and the arguments of the parties, the Arbitrator concludes that the grievance must be sustained.

The Union must prevail because its interpretation of Article 4-S(C) is consistent with the clear and unambiguous language. The first relevant sentence states that extra operators shall receive pay at the rate of time and one-half after eight hours of work in a day. The next sentence states:

Extra operators shall likewise receive time and one-half for all time required to be on duty after a spread often and one-half hours.

The combination of these two sentences can only mean one thing, namely , that extra operators, to whom this provision is applicable, receive time and one-half for working more than eight hours in a day and also, or "likewise", receive time and one-half for all time after a spread often and one-half hours. This conclusion is the only reasonable way to read these two sentences. "Likewise" is analogous to the word "also", clearly connoting intent to provide both benefits to extra operators. There is nothing in this provision that evinces an intent to provide only the better of the two benefits. By LLSing the word "likewise" and not including language indicating that extra drivers only receive one of these benefits, the Arbitrator must conclude that the Company violated the CBA.

The Arbitrator does not reach this outcome lightly. He greatly respects the importance of practice in a relationship between a labor union and a company. This outcome must be reached, however, because clear language trumps a practice. The Arbitrator's role is to interpret the CBA. When language is deemed clear and unambiguous, it must be given its ordinary meaning and must be adhered to. Since the language in question is so clear, the evidence of practice does not supersede the clear language, which must be adhered to.

The fact that the parties used different language in Article 25 than they did in Article 45 does not sway the Arbitrator that Article 45 is ambiguous. Both provisions are clear and unambiguous and provide the same benefits when employees work more than eight hours in a day with a spread beyond 10.5 hours. In Article 25, they clearly articulated this policy _ In Article 45, they clearly articulated this policy, albeit in a different way than they did in Article 25.

The Arbitrator notes that, for dozens of years, the Company has provided both payments to extra operators meeting the criteria of a day exceeding eight hours and spread time exceeding 10.5 hours. Since Article 45 addresses when both payments are authorized for extra operators, and since there is no basis in Article 45 to distinguish paying some extra operators (i.e., those covering weekly work or who are assigned full runs out of the window) differently from other extra operators (i.e., those with multiple runs assigned out Of the window), the grievance must be sustained. This shows the Arbitrator that the Company has generally understood that extra operators receive both payments. Since there is no language evincing an exclusion of this benefit for any extra operators, the Arbitrator finds that the practice does not comport with the clear language. In the end analysis, the language supports the Union. The Union must prevail.

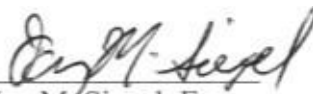
Accordingly, and based on the foregoing, I find and make the following:

AWARD

1. The grievance is sustained. The manner by which the Company pays daily overtime and/or spread penalty to extra operators who work out of the window, work more than eight hours in a day with more than 10.5 hours of spread, violates Article 45(C). As a remedy, the Company shall pay Grievant his overtime rate and spread rate when working out of the window and working more than eight hours in a day with more than 10.5 hours of spread from February 1, 2024 through the date of this opinion and award. Going forward, from the date of this opinion and award, the Company shall pay daily overtime and spread penalty to all extra operators who are working out of the window, and work more than eight hours in a day with more than 10.5 hours Of spread.
2. The Arbitrator shall retain jurisdiction for 90 days to resolve any disputes over the implementation of the remedy ordered herein.

Dated: September 23, 2025

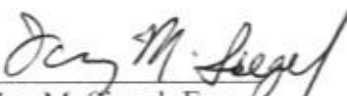
Cold Spring, New York


Jay M. Siegel, Esq.
Arbitrator

STATE OF NEW YORK)

COUNTY OF PUTNAM)

I, Jay M. Siegel, do hereby affirm upon my oath as Arbitrator that I am the individual described herein and who executed this Instrument, which is my Opinion and Award.


Jay M. Siegel, Esq.
Arbitrator

Dated: September 23, 2025

Non-Members Non-Voters

RTS

- **3726 Esther Duncan RTS/FT.**
- **3741 Antonio Gonzalez RTS/PT.**
- **4068 John McNamara SVO/PT.**
- **3977 Harold Orr SVO.**
- **3978 Larry Richardson SVO.**
- **3973 Elizabeth Bermeo SVO.**
- **4178 Cheyenne Brown- Wallace SVO.**
- **4278 Lateia Brooks SVO.**
- **4401 James Holmes SVO.**
- **4439 Jose Perez SVO**
- **3266 Brittany Marks Planning.**
- **3272 Daniel Kenyon Planning.**
- **3469 Patricia Williams Mechanic Secretary .**
- **4042 Kimberly McCoy CS.**
- **3751 Janice Griffin CS.**
- **3102 Hector Torres CS.**
- **2875 Sonia Padilla CS.**
- **3940 Lorraine DeJoy CS.**
- **4136 Egypt Taylor CS.**
- **4393 Nancy Fernandez CS.**
- **4207 Corina Taylor CS.**
- **4141 Jerome Hawthorne CS.**
- **4365 Makisha Settles CS.**
- **4417 Latifia Green CS.**
- **4470 Lisa Griffith CS.**
- **4460 Karen Kerr CS.**
- **3703 Wayne Gaskin SB.**
- **4477 Noorkey Aliyou RTS/FT.**
- **4480 Abdirashid Aliyou RTS/FT.**
- **4473 Nia Speights RTS/FT.**
- **4380 Gregory Session RTS/FT.**
- **3393 Richard Boudreaux RTS/FT**
- **2836 Shawn Cole RTS/FT.**
- **3245 London Fitzhugh RTS/FT.**
- **4101 Deyonna Harris RTS/FT.**
- **4006 Twasha Harriell RTS/FT.**
-

RTS/FT. Ontario

- T154 Debra Vaughn.
- T103 Tamara Clover-Love
- T198 John Adams.
- T210 Samuel Burgos.
- T214 Troy Notebaert.
- T220 John Onorato.
- T238 Zachary Notebaert.
- T257 David Snaith.
- T258 Casey Baker.
- T259 William Jensen.
- T260 Thane Jenkins.
- T263 Duanne White.
- T265 Alexandros Despos.
- T267 Charles Hurd.
- T268 John Johnsen.

STS

- N174 Theodore Popadopoulos.
- N184 Richard Scott.
- N188 Tom Jones

Access

- S774 Kevin Plummer.
- S780 Richard McGuire