

**FINAL TENTATIVE AGREEMENT  
BETWEEN  
COUNTY AREA TRANSIT SYSTEM, INC.  
AND  
ATU, LOCAL 282**

*This final tentative agreement captures all terms for the initial Collective Bargaining Agreement between the Amalgamated Transit Union, Local 282 ("Union") and County Area Transit System, Inc. ("CATS," "RTS Ontario" or "Company"), with a term that expires on July 31, 2019, subject to ratification by the ATU bargaining unit and ratification/approval by the RGRTA Board of Commissioners (collectively referred to as "ratification/approval" in this final tentative agreement). All changes are effective upon ratification/approval (meaning the first date that both of these actions are complete), unless specifically stated otherwise in writing below. Any and all proposals made by either party that are not specifically addressed in this Final Tentative Agreement are withdrawn.*

*The ATU bargaining committee will recommend ratification of this Final Tentative Agreement to the membership.*

**I. WAGES**

*[Effective at ratification/approval, employees will be placed on the following wage progressions, by title, based on their most recent hire date with RTS Ontario on or after August 1, 2014. The wage progression schedule will be applied retroactively to August 1, 2014, or to the date that an employee was most recently hired by RTS Ontario if after August 1, 2014, based on the wage rates each employee would have been paid had the following wage progressions been in place on August 1, 2014. Only those employees who remain continuously and actively employed by RTS Ontario as of the date of retroactive payout are eligible for potential retroactive pay.]*

*Bus Drivers*

Completed Service Since Most Recent Hire Date with RTS Ontario	Rate
New Hire	14.30
7-12 Months	14.50
13-24 Months	14.69
25-36 Months	15.00
37 - 48 Months	15.30
Over 48 Months	15.61

Van Drivers

Completed Service Since Most Recent Hire Date with RTS Ontario	Rate
New Hire	13.44
7-12 Months	13.63
13-24 Months	13.81
25-36 Months	14.10
37 - 48 Months	14.38
Over 48 Months	14.67

Senior Technician

Completed Service Since Most Recent Hire Date with RTS Ontario	Rate
New Hire	24.33
13-24 Months	24.81
25-36 Months	25.31
37 - 48 Months	25.82
Over 48 Months	26.34

Technician A

Completed Service Since Most Recent Hire Date with RTS Ontario	Rate
New Hire	23.33
13-24 Months	23.80
25-36 Months	24.27
37 - 48 Months	24.76
Over 48 Months	25.26

Technician B

Completed Service Since Most Recent Hire Date with RTS Ontario	Rate
New Hire	21.80
13-24 Months	22.24
25-36 Months	22.68
37- 48 Months	23.13
Over 48 Months	23.59

*Transportation Specialist*

Completed Service Since Most Recent Hire Date with RTS Ontario	Rate
New Hire	13.24
13-24 Months	13.51
25-36 Months	13.78
37- 48 Months	14.50
Over 48 Months	14.79

*Fueler/Washer*

Completed Service Since Most Recent Hire Date with RTS Ontario	Rate
New Hire	12.38
13-24 Months	12.63
25-36 Months	12.88
37 – 48 Months	13.14
Over 48 Months	13.40

**II. DURATION**

Date of ratification/approval through July 31, 2019

### III. MEDICAL & HOSPITALIZATION

*[Effective at ratification/approval, the existing health insurance plan offerings for full-time employees shall remain in place, as modified and on the terms below]*

Health insurance is offered to full-time employees. Eligible 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.

a. SimplyBlue HDHP-Option 2 Coverage

For employees who choose to enroll in SimplyBlue HDHP—Option 2, the Company shall contribute the amounts below 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. Employees who do not enroll in the SimplyBlue HDHP—Option 2 plan during the open enrollment period immediately after ratification will have the option to enroll in this plan at future permissible periods (i.e., open enrollment).

Effective at ratification/approval, the Company shall contribute 95% of the cost of the premium for single, 2-person, family/no spouse or family coverage, as required.

b. SimplyBlue 25 Coverage

For employees who choose to enroll in SimplyBlue 25, the Company shall contribute the amounts below 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 at ratification/approval for eligible employees hired on or before the date of ratification/approval: the Company shall contribute 70% of the cost of the premium for single, 2-person, family/no spouse or family coverage, as required.

Effective at ratification/approval for eligible employees hired after the date of ratification/approval: the Company shall contribute 60% of the cost of the premium for single, 2-person, family/no spouse or family coverage, as required.

c. 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 an annual basis with the beginning of the Plan year (currently April 1 but subject to change by the Company) on behalf of each such employee, depending on each employee's level of coverage, as follows:

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

As a sole exception to the above, any eligible employee who is enrolled in the Simply Blue 25 plan on the date of ratification/approval and who elects coverage in the SimplyBlue HDHP—Option 2 plan during the first open enrollment period immediately after ratification/approval will receive a one-time pro-rated contribution by the Company to the Plan for 2016 only. The pro-rated contribution will be based on and calculated from an annualized contribution amount, depending on level of coverage, as follows:

single—\$1,900;  
2-person—\$3,800;  
family/no-spouse—\$3,800;  
family—\$3,800.

The contribution amount actually provided to eligible employees who are enrolled in the Simply Blue 25 plan on the date of ratification/approval and who elect coverage in the SimplyBlue HDHP—Option 2 plan during the first open enrollment period immediately after ratification/approval will be equal to a pro-rated partial amount of the above annualized amounts (annualized amounts are either \$1,900 or \$3,800 depending on level of coverage); the pro-rated amount will be determined based on the remaining amount of the plan year through March 31, 2017 that exists as of the day that each such employee begins coverage in the SimplyBlue HDHP—Option 2 plan, but with any contributions to the employee's HRA account that were contributed by the Company on or after April 1, 2016 subtracted from that pro-rated amount.

The Company contributions to the Plan for such employees who remain enrolled in the SimplyBlue HDHP—Option 2 plan on April 1, 2017, and in future years, shall be the same as that provided to other similar situated employees (i.e., \$1300 or \$2600 depending on level of coverage).

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

d. HRA Contributions – 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 an annual basis with the beginning of the

Plan year (currently April 1 but subject to change by the Company) on behalf of each such employee, 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 the Company, only one spouse shall be entitled to the 105(H) Health Reimbursement Account contribution in any calendar year.

However, notwithstanding the above language of this Article, no HRA contributions will be made by the Company to the Plan on behalf of employees hired after the date of ratification/approval who are enrolled in the SimplyBlue 25 plan.

e. Non-Coverage Election.

An employee can decline 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 opt out payment of \$700 for single coverage, \$1,700 for two-person coverage or \$2,000 for the family plan (which proof of what level of coverage would apply), to be paid at the end of the annual period for which the non-coverage applies. An employee must be employed on the payout date in order to receive of the opt out payment. When spouses are employed by the Company in the bargaining unit, one spouse will be entitled to the annual cash opt out payment 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 opt out payment. Marriage is defined in accordance with New York State Law.

f. 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.

g. 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 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, rule, 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 the following 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 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.



#### IV. PAID TIME OFF

*[The following language will be effective, including the PTO accrual rates below, at ratification/approval and all PTO language in the employee handbook (Section 304) shall be completely replaced by the language below, and shall no longer apply, as of this ratification/approval date. This agreement shall not result in employees forfeiting any balance in their PTO banks upon ratification/approval.]*

PTO is in place for full-time employees to cover vacation, illness, disability, appointments, emergencies, and other needs that may require time off from work. Part-time employees are not eligible for PTO.

The PTO accrual schedule for full-time employees is as follows:

<u>Years of Completed Service</u>	<u>Current Employee Annual PTO Accrual</u>	<u>New Hire –* After Ratification/Approval Annual PTO Accrual</u>
Less than 1 year	144 hours	22 hours
1 year	268 hours	137 hours
2 years	268 hours	173 hours
3 to 5 years	268 hours	198 hours
6 to 12 years	268 hours	236 hours
13 to 19 years	296 hours	274 hours
20 to 25 years	336 hours	312 hours
26 or more years	368 hours	350 hours

[The parties acknowledge that the PTO hours previously provided to replace the floating holidays of Martin Luther King Day and Good Friday have been incorporated into the above PTO accrual schedule.]

\* Part-time employees who become full-time after ratification and legislative approval will be treated as new hires for purposes of PTO accrual.

All accrued hours become available for use in the pay period following the pay period in which they are accrued. Accruals are based on the employee's years of service and "paid hours" up to 2080 paid hours per year. "Paid hours" include PTO hours used as well as hours actually worked, but do not include overtime hours.

PTO does not accrue during unpaid leaves of absence (such as leave under the Family Medical Leave Act) or when the employee is receiving workers' compensation or disability benefits.

If an employee is not "paid" (either by working and being paid or by taking PTO and being paid), no PTO will accrue for the period of non-payment. Employees receiving workers' compensation for all or a portion of a pay period will not be considered to have been "paid" for any portion of the period that the employee received workers' compensation and, therefore, will not accrue any PTO during that pay period. Unlike employees who are out on workers' compensation, employees receiving New York State Disability payments for just a portion of a pay period will be considered to have been "paid" during the pay period in which they receive those payments and will accrue PTO based the number of hours they actually worked (excluding overtime) or took as PTO during that pay period on the days they were not out on disability.

A minimum of 80 PTO hours must be used each calendar year, or will be forfeited. All earned but unused PTO beyond the 80 hour minimum can be carried over to future years to a maximum aggregate carryover allowance of 1440 hours. (The minimum hours that must be used and the maximum aggregate carryover will be prorated for employees working less than full time.)

Before an employee may use hours from his/her carryover bank to take more PTO hours than the employee is expected to accrue in the current calendar year (assuming the employee works for the entire year without any unpaid leaves of absence or days out due to disability or workers compensation), the employee must request and receive the approval of the employee's department head and the Vice President of People in addition to the employee's supervisor. [For example, a full time employee with more than 1 year but less than 13 years of service credit is expected to accrue 260 hours of PTO during the calendar year (provided the employee does not have any unpaid leaves of absence or days out due to disability or workers compensation). The employee may take up to 260 PTO hours during that calendar year with the approval of only his/her supervisor. However, the employee will need the approval of the department head and the Vice President of People in order to take the 261st hour of PTO and each additional hour thereafter in that calendar year.] If the employee fails to obtain such approval, each such hour in excess of 260 would constitute an unpaid leave of absence for the employee. Nothing in this paragraph shall be interpreted to mean that an employee may use PTO hours that he/she has not yet actually accrued but not used in the current and prior years. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted. [For example, if the employee has a carryover bank of 20 hours and has accrued 20 hours in the current year, the employee may not use more than 40 hours of PTO regardless of how many hours he is expected to accrue that calendar year.]

In all cases, PTO requests which result in being away from work for more than fourteen (14) consecutive calendar days must be pre-approved by the employee's supervisor, department head and the Vice President of People. The Authority may limit or deny the use of time off beyond fourteen (14) consecutive calendar days.

Employees may take PTO in increments of 4 hours, 8 hours (for employees who work 8 hour shifts) or 10 hours (for employees who work 10 hour shifts).

When PTO is used, an employee is required to request payment of PTO hours according to his/her regularly scheduled workday. For example, if an employee works a 6-hour day, he/she would request 6 hours of PTO when taking that day off.

In the following situations, employees will be entitled to receive a lump sum payment equal to their current hourly pay rate multiplied by the number of accrued, unused hours in their PTO bank, up to a maximum of 400 hours.

- In the event of an employee's death, the employee's estate will be paid the employee's PTO bank (max 400 hours) in a lump sum payment.
- Full time employees who have worked for the Company for at least one year and give at least two (2) weeks advance notice of their intent to resign or retire to their Supervisor and the People Department will be paid their PTO bank (max 400 hours) in a lump sum payment.

Employees who are involuntarily terminated will not be paid any unused PTO.

#### Choosing PTO Time for Vacation Purposes:

Full-time employees will choose their vacation weeks by seniority in December for the following calendar year. The Company shall establish how many employees can be off per week by category.

### **V. RETIREMENT**

Employees may elect to participate in the Employer's 457 Deferred Compensation Plan. If the employee elects to participate, the Employer match will be fifty percent (50%) of the first two percent (2%) of employee deferrals after one year of full-time employment. Employer deferrals to the plan will be made on a quarterly basis.

If an employee who participates in the Deferred Compensation Plan separates from service prior to the end of the quarter, the appropriate match of funds for that quarter will be made at the time the employee separates from service.

Employees who separate from service and elect to have any pay-offs of accrued time directed to the deferred compensation plan will not receive an employer match on these payments.

### **VI. VISION INSURANCE**

The Company will pay the premium cost for a vision insurance plan for all full-time bargaining unit employees (currently, as of the date of ratification/approval, Davis Vision). The Company reserves the right to select and change the insurance provider and/or the plan coverage.

### **VII. VOLUNTEER FIREFIGHTERS**

Volunteer Firefighters will be allowed up to two (2) shifts off per quarter for emergency firefighter service. Such an employee will be compensated for such time off with his/her accrued PTO time. If an employee has no accrued PTO time, the time off will be unpaid. Volunteer Firefighters will be responsible to provide written confirmation, within seven (7) calendar days on fire company letterhead, from the fire company Chief that the employee was participating in emergency volunteer service. No more than two (2) Bus Drivers, no more than one (1) Van

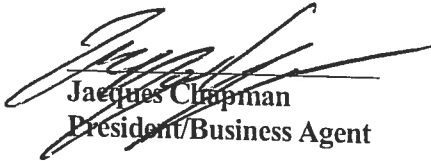
Driver, no more than one (1) maintenance department employee regardless of title, and no more than one (1) Transportation Specialist may be off for emergency firefighter service at the same time. Unused shifts cannot be carried over from quarter to quarter.

### VIII. SIGNED TENTATIVE AGREEMENTS

All tentative agreements signed by both parties in the negotiations leading to this Final Tentative Agreement (which began on August 29, 2014) are hereby incorporated into and included in this Final Tentative Agreement.

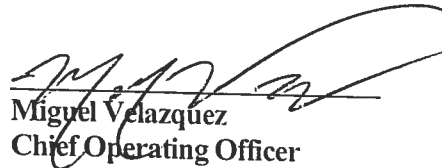
Dated: 7/22/, 2016

ATU Local 282

  
Jacques Chapman  
President/Business Agent

Dated: 7/22, 2016

County Area Transit System, Inc.

  
Miguel Velazquez  
Chief Operating Officer

## TENTATIVE AGREEMENT

### ARBITRATION

A. The arbitration section of this Agreement shall apply only to matters of grievance and discipline 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 with the procedures hereinafter described and subject to the time limits and required procedures for arbitration discussed in this Agreement.

B. A grievance or discipline appeal that remains unresolved may be timely appealed to arbitration, as set forth in Articles \_\_ and \_\_, by the party seeking arbitration submitting a Request for Arbitration Panel to the Federal Mediation and Conciliation Service ("FMCS") (Form R-43) and by serving a copy of the FMCS Request for Arbitration Panel on the other party by fax. FMCS shall provide a panel of seven (7) neutral arbitrators, accompanied by a biographical sketch of each and shall be selected from the Upstate New York Regional Arbitration Pool. The selection of a single arbitrator from the panel to hear and decide the dispute shall be administered pursuant FMCS Policies and Procedures for Arbitration Services, effective July 2, 2010, Subpart C, Sections 1404.11 and 1404.12, and selected pursuant to Sections 1404.12(c)(3) and 1404.12(d). (Each party shall advise the FMCS Office of Arbitration Services ("OAS") of its order of preference by numbering each name on the panel and submitting the numbered list in writing to OAS.)

C. All fees and expenses of the arbitrator and costs of the hearing room shall be borne equally by the Employer and Union. All other expenses of each of the parties shall be borne by the party incurring them, and neither party shall be responsible for expenses of witnesses or participants called by the other.

D. The function of the arbitrator will be expressly limited to the adjudication of the alleged grievance or appeal arising out of or within this Agreement, and he/she shall have no power to arbitrate away, in whole or in part, to add to or to subtract from or to change or modify any of the terms or provisions of this Agreement. The arbitrator shall confine his/her decision solely to the issue(s) submitted to him by the parties. The arbitrator's decision shall be submitted in writing and shall be final and binding on each party. Only one grievance may be arbitrated at one time, unless the parties mutually agree otherwise in writing.

E. The parties 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.

Dated: January 23, 2015



ATU LOCAL 282



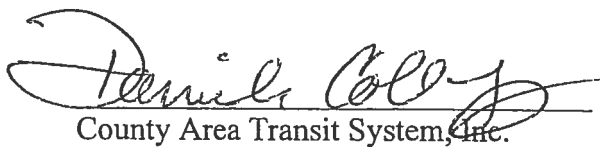
REGIONAL TRANSIT SERVICE, INC.

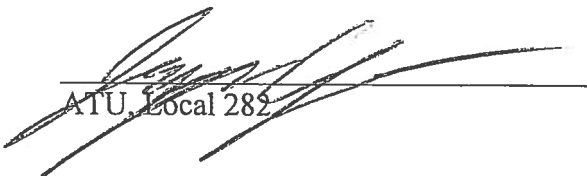
## TENTATIVE AGREEMENT

### **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.

September 30, 2014

  
County Area Transit System, Inc.

  
ATU, Local 282

## TENTATIVE AGREEMENT

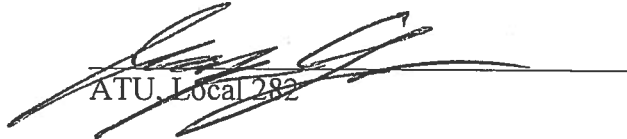
### **Pay Day**

All employees are paid on a biweekly basis, on Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period and any deductions. In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's Paid Time Off (PTO), the employee's paycheck will be available upon his or her return from PTO or mailed at the request of the employee.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company.

October 22, 2014

  
\_\_\_\_\_  
County Area Transit System, Inc.

  
\_\_\_\_\_  
ATU, Local 282

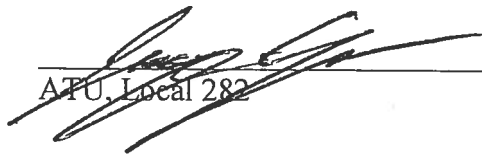
## TENTATIVE AGREEMENT

### **Personal Leave of Absence**

Personal leave is considered an unpaid leave of absence, and is defined as time off with permission but without pay. In general, the Employer does not grant leaves of absence, and such leaves will be granted only under unusual circumstances. Any leave granted under this article will be limited to thirty (30) days. An employee may request personal leave for reasons other than those covered by medical leave.

October 22, 2014

  
County Area Transit System, Inc.

  
ATU, Local 282



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**COUNTY AREA TRANSIT SYSTEM, INC. ("EMPLOYER")**

**AND**

**AMALGAMATED TRANSIT UNION, LOCAL 282 ("UNION")**

The parties hereby agree and acknowledge as follows:

1. The "Van Driver" position employed by the Employer is a position encompassed within the bargaining unit of employees of County Area Transit System, Inc. represented by the Union.
2. The initial terms and conditions of employment for the Van Driver position have been established by the Employer and are subject to future collective bargaining by the parties.

10/22/14  
Date

10/22/14  
Date

  
County Area Transit System, Inc.

  
Amalgamated Transit Union, Local 282

## TENTATIVE AGREEMENT

November 11, 2014

### Treatment with the Union

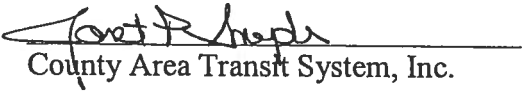
A. The Employer agrees to meet, discuss and deal with the properly accredited officers of the Union on all grievances, terms and conditions of employment, working conditions, health and safety, rates of pay, and all other issues that are mandatory and/or permissible subjects of negotiations as defined by the New York State Public Employment Relations Board. The Employer and the Union will meet at the Employer's place of business, or other mutually agreed upon location, Monday through Friday, at times by mutual consent, excluding holidays.

B. The Employer will make available to the designated Union Representative and the Union office via fax all Employer notices and all other pertinent information prior to posting and/or making the information available to the bargaining unit employees.

C. The Employer will allow placement of a Union Bulletin Board (provided by the Union) in the Drivers' room.



ATU Local 282



County Area Transit System, Inc.

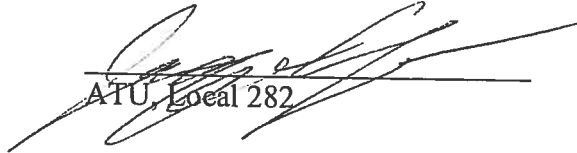
## TENTATIVE AGREEMENT

December 9, 2014

### Probationary Period

All new employees who enter the service of the Employer shall be on probation with the Employer for a period of thirty-five (35) calendar weeks. The probationary period may be extended by mutual agreement of the parties.

  
County Area Transit System, Inc.

  
ATU Local 282

## TENTATIVE AGREEMENT

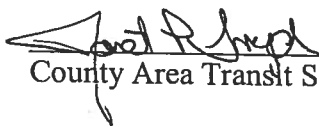
December 9, 2014

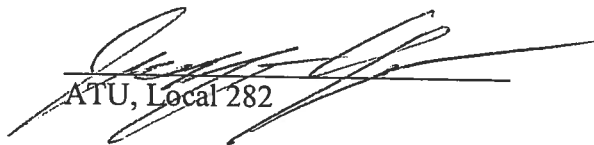
### Check-Off

The Company agrees to deduct all dues, general assessments, and the voluntary COPE program amounts from the salaries of all employees represented by the Union in accordance with Section \_\_\_ of this Agreement and to promptly transmit the monies to the Union.

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.

The Union will indemnify, defend and hold the Company harmless against any claims, demands, suits or other forms of liability that might arise on account of any action taken or not taken with respect to this Article.

  
County Area Transit System, Inc.

  
ATU, Local 282

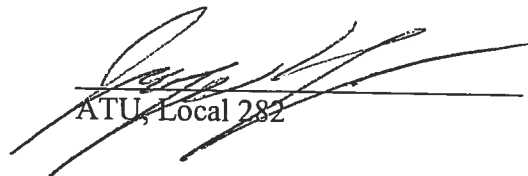
## TENTATIVE AGREEMENT

December 9, 2014

### Lead Driver

The Employer may appoint one or more bargaining unit employees to act as "Lead Driver" during the weekend when it determines that operational needs dictate this appointment. An employee will receive a differential of \$1.00 per hour for hours worked while acting in the capacity of Lead Driver.

  
County Area Transit System, Inc.

  
ATU, Local 282

## TENTATIVE AGREEMENT

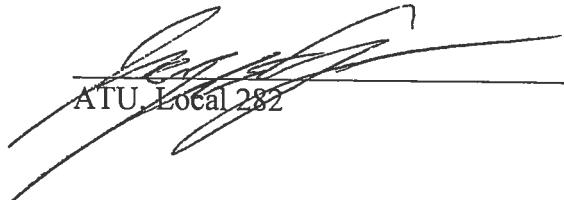
### **Leave of Absence- Union**

Up to one (1) Executive Officer of the Union employed by the Employer shall be permitted one (1) day of unpaid leave per month to attend the Union's regularly scheduled Executive Board meeting. The Union will provide the Employer with the dates of the all Executive Board meetings at least seven (7) calendar days in advance of such meetings.

Officers of the Union employed by the Employer who request unpaid leave of absence for Union business for any other reason shall provide at least 24-hours' notice of such a request. Such requests will be granted unless the Company, in its discretion, is unable to grant a request for Union leave. In this event, the Company will immediately notify the Union to arrange for a mutually agreeable alternate time or day for such leave.

December 9, 2014

  
\_\_\_\_\_  
County Area Transit System, Inc.

  
\_\_\_\_\_  
ATU Local 282

## **TENTATIVE AGREEMENT**

**December 9, 2014**

### **Grievances**

#### **A. Definition of Grievance**

1. A grievance is defined as: Any controversy between the Employer and the Union as to any matter involving the interpretation or application of the terms of this Agreement or any controversy between the Employer and the Union arising out of the terms of this Agreement, or any controversy that may include and involve past practices, work rules or additional agreements (unless those additional agreements state that they are not subject to the grievance and/or arbitration procedure).

2. The Company and the Union agree that the definition of past practice is as follows: In the absence of a 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. The parties agree that there are no past practices prior to August 1, 2014.

#### **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 or work rule which has allegedly 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 Employer official in charge and a copy returned to the grievant and the Union.

3. The immediate supervisor shall give his/her written answer to the grievance within fourteen (14) calendar days from the receipt of the grievance. Upon receipt of a written grievance, the Employer may, in its sole discretion, settle the grievance immediately.

4. If the grievance is denied, the grievant has fourteen (14) calendar days to request a hearing in person. A hearing will be scheduled by the Employer and the Union within thirty (30) calendar days of the employee's request for a hearing. The Employer will issue a written decision within fourteen (14) days following the hearing. A hearing date, once set, will only be changed in the case of an emergency or by mutual agreement.

5. If the grievance is denied, the grievant has fourteen (14) calendar days to request a hearing in person with the Labor Relations Director (or designee). A hearing will be scheduled by the Employer and the Union within thirty (30) calendar days of the employee's request for a hearing. A hearing date, once set, will only be changed in the case of an emergency or by mutual agreement.
6. The Labor Relations Director (or designee) shall give his/her decision, in writing, no more than fourteen (14) calendar days after the hearing. The answer shall be final and binding on the employee, the Union and the Employer unless it is timely appealed to arbitration.
7. If the grievance has not been satisfactorily resolved, the grievant may go to arbitration under Article \_\_\_\_ and must appeal the matter to arbitration pursuant to Article \_\_\_\_ below within forty (40) calendar 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; however, initial grievances and notices of intent to arbitrate must be filed within the specified time frames to be valid.
10. All rights to a grievance filed by the Union or a bargaining unit employee belong to the Union.

#### **Discipline/Discharge**

- A. All charges must be filed within (14) calendar days from the date that the Employer was aware of the cause that precipitated the charges. This charge must be given in writing to the employee. Notwithstanding the above time limit, if an employee is on leave, on PTO or is otherwise unavailable to receive charges during this 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.
- B. A hearing must be scheduled within fourteen (14) calendar days of the date when the employee is made aware of the charges, to be held by the designated management designee. The hearing officer must give a decision, in writing, within fourteen (14) calendar days of the hearing.
- C. The employee may file an appeal to the decision of the first level hearing officer to the Labor Relations Director. This appeal must be filed within fourteen (14) calendar days of receiving the first level decision.



D. 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 Employer unless it is timely appealed to arbitration (i.e., within 40 days) as set forth in Article \_\_\_\_ below.

E. 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.

F. In the record kept by the Employer 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.

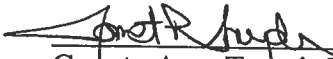
G. Failure to be timely by either party advances an appeal to the next step in the procedure; however, initial appeals and notices of intent to arbitrate must be filed within the specified time frames to be valid.

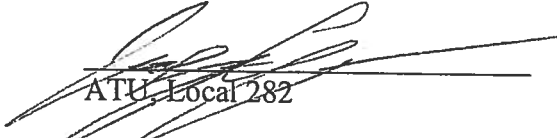
H. Disciplinary action may be imposed before the internal appeal and/or arbitration process has been resolved.

I. 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 or to co-workers/customers;
2. Suspected mishandling of Employer property;
3. Gross Negligence;
4. Insubordination;

J. In regards to alleged harassment or discriminatory behavior by an employee, that employee will be taken out of service only after the individual who was alleged to have been harassed or discriminated against has been interviewed by management and only after the accused employee has had a hearing/investigatory interview with management.

  
County Area Transit System, Inc.

  
ATU Local 282

## MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement, County Area Transit System, Inc. ("Employer") and Amalgamated Transit Union, Local 282 ("ATU") hereby agree as follows:

### 1. Split Shifts

A "split shift" is defined as a Bus Operator's scheduled shift that includes a spread of non-compensable, non-work time during the shift that exceeds 30 minutes in duration. The parties agree that Bus Operators may be scheduled for split shifts by the Employer, subject to the following limitations:

(a) no non-compensable, non-work time spread during a scheduled shift shall exceed 5 hours in duration; (b) a Bus Operator whose schedule includes a spread of non-compensable, non-work time that exceeds 4 hours in duration on any day shall be entitled to a differential equal to 1 hour of pay at that employee's straight time base wage rate; and (c) no more than 35% of all bid positions, plus one additional bid position, in the pick may include a schedule that contains a split shift.

*The above provision shall be included in the parties' initial Collective Bargaining Agreement. Nonetheless, the parties have agreed that this provision on split shifts will become effective on May 15, 2015.*

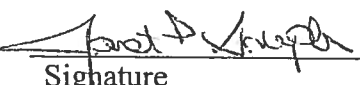
### 2. Seniority List

The parties agree that bargaining unit employees currently employed by the Employer will be placed on seniority lists for their respective classifications (full-time Bus Operator, part-time Bus Operator, various Maintenance classifications, and Transportation Specialist) in the form and order attached as Exhibit A. The parties agree that any future bargaining unit hires will be added to the seniority list based on date of hire.

*The above provision shall be included in the parties' initial Collective Bargaining Agreement. Nonetheless, the parties have agreed that this provision on seniority list will become effective on May 15, 2015.*

3. The Union hereby withdraws (permanently for purposes of the ongoing negotiations for an initial Collective Bargaining Agreement) its proposal "19" titled "Excused From Work – Full Days (Layoff Book)".

**COUNTY AREA TRANSIT SYSTEM,  
INC.**

  
\_\_\_\_\_  
Signature

4/13/15  
\_\_\_\_\_  
Date

**AMALGAMATED TRANSIT UNION,  
LOCAL 282**

  
\_\_\_\_\_  
Signature

4/13/15  
\_\_\_\_\_  
Date

# Exhibit A

JS  
JC

## RTS Ontario Seniority List 4/13/15

### Drivers - Full Time

First Name	Last Name	Person Code	Department Code	Group Code	Seniority Date
Gary	Dodge	T138	BUS-OPS	CATS-OPS-FT	8/1/14
Daniel	Bullock	T145	BUS-OPS	CATS-OPS-FT	8/1/14
Donald	Wilder	T105	BUS-OPS	CATS-OPS-FT	8/1/14
Richard	Principio	T137	BUS-OPS	CATS-OPS-FT	8/1/14
Gary	Robinson	T144	BUS-OPS	CATS-OPS-FT	8/1/14
Debra	Asbrand	T154	BUS-OPS	CATS-OPS-FT	8/1/14
Betty	Heath	T116	BUS-OPS	CATS-OPS-FT	8/1/14
Barry	Keith	T112	BUS-OPS	CATS-OPS-FT	8/1/14
Carie	Perez	T129	BUS-OPS	CATS-OPS-FT	8/1/14
James	Mason	T123	BUS-OPS	CATS-OPS-FT	8/1/14
Michael	Potter	T139	BUS-OPS	CATS-OPS-FT	8/1/14
Charles	Parker	T111	BUS-OPS	CATS-OPS-FT	8/1/14
John	Tillman	T126	BUS-OPS	CATS-OPS-FT	8/1/14
Noreen	Kelly	T142	BUS-OPS	CATS-OPS-FT	8/1/14
David	Parks	T106	BUS-OPS	CATS-OPS-FT	8/1/14
Jerry	Lambert	T140	BUS-OPS	CATS-OPS-FT	8/1/14
Richard	Gebo	T121	BUS-OPS	CATS-OPS-FT	8/1/14
Daniel	Mallaber	T146	BUS-OPS	CATS-OPS-FT	8/1/14
Terry	Herzberg	T134	BUS-OPS	CATS-OPS-FT	8/1/14
Brenda	Sigel	T107	BUS-OPS	CATS-OPS-FT	8/1/14
William	Mauck	T124	BUS-OPS	CATS-OPS-FT	8/1/14
Debra	Roher	T141	BUS-OPS	CATS-OPS-FT	8/1/14
David	Boyle	T120	BUS-OPS	CATS-OPS-FT	8/1/14
Ronald	Ponko	T119	BUS-OPS	CATS-OPS-FT	8/1/14
Mark	Ferguson	T117	BUS-OPS	CATS-OPS-FT	8/1/14
Charles	Curle	T133	BUS-OPS	CATS-OPS-FT	8/1/14
Robert	Nessel	T125	BUS-OPS	CATS-OPS-FT	8/1/14
Nathan	Holcomb	T110	BUS-OPS	CATS-OPS-FT	8/1/14
Frankie	Rios	T132	BUS-OPS	CATS-OPS-FT	8/1/14
Adam	Ogorzaly	T115	BUS-OPS	CATS-OPS-FT	8/1/14
Joseph	Frasca	T135	BUS-OPS	CATS-OPS-FT	8/1/14
Claudio	Gambacorta	T150	BUS-OPS	CATS-OPS-FT	8/1/14
Jesse	Weyer	T153	BUS-OPS	CATS-OPS-FT	9/22/14

### Drivers - Part Time

Raymond	Baxter	T109	BUS-OPS	CATS-OPS-PT	8/1/14
Fritz	Schuster	T148	BUS-OPS	CATS-OPS-PT	8/1/14
Arby	Myers	T113	BUS-OPS	CATS-OPS-PT	8/1/14
Mary	Brown	T118	BUS-OPS	CATS-OPS-PT	8/1/14
Thomas	Gosnell	T122	BUS-OPS	CATS-OPS-PT	8/1/14
Harry	Parks	T159	BUS-OPS	CATS-OPS-PT	12/15/14

### Technicians

<b>Technician A</b>					
Robert	Shanks	T128	MAINTENANCE	CATS-OPS-FT	12/15/14
<b>Senior Tech</b>					
Peter	Kester	T100	MAINTENANCE	CATS-OPS-FT	8/1/14
<b>Technician B</b>					
Carl	Suhr	T114	MAINTENANCE	CATS-OPS-FT	12/15/14

Martin	Clark	T161	MAINTENANCE	CATS-OPS-FT	2/23/15
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### **Trans-Ops**

#### **Transportation Specialist - Full Time**

Tamara	Clover-Lowe	T103	TRANS-OPS-ADMIN	CATS-ADMIN-FT	8/1/14
Karen	Ballard	T157	TRANS-OPS-ADMIN	CATS-ADMIN-FT	12/15/14

#### **Transportation Specialist - Part Time**

Lisa	Minns	T104	TRANS-OPS-ADMIN	CATS-ADMIN-PT	8/1/14
James	Mangiarella	T158	TRANS-OPS-ADMIN	CATS-ADMIN-PT	12/15/14

#### **Fueler/Washer**

Tamar	Breedlove	T136	VEHICLE SERVICE	CATS-OPS-FT	8/1/14
Christoffer	Pedersen	T155	VEHICLE SERVICE	CATS-OPS-FT	11/20/14

**MEMORANDUM OF AGREEMENT TO IMPLEMENT SPLIT SHIFTS/SENIORITY MOA,  
EFFECTIVE 5/15/15**

The parties to this Memorandum of Agreement, County Area Transit System, Inc. ("Employer" or "Company") and Amalgamated Transit Union, Local 282 ("ATU") hereby agree as follows:

1. There shall be a full time operators' pick of available hours of work schedules at least every nine (9) months (or more often as determined by the Employer). (The first pick will be conducted within one (1) month after the effective date of this Memorandum of Agreement.) Regardless of when the last full time operators' pick was conducted, such a pick will be held when there is a permanent (i.e., lasts more than four (4) calendar weeks) hours of work schedule change for any full time operator due to a vacancy; the hours of work schedule change cannot be more than 1.5 hours during this period of up to four (4) calendar weeks without a pick. The obligation to hold a full time operators' pick every nine (9) months shall be applied on a rolling basis from the most recent pick. In the event there is an immediate business need for a full time operator hours of work schedule change that the Employer intends to be permanent (as defined in this paragraph), the Employer may implement the change immediately and hold a full time operators' pick within two (2) weeks after the change was implemented. Nothing in this Memorandum of Agreement shall impair the Company's right to modify hours of work schedules as it deems necessary with a full time operators' pick.

If a full time operator is on a leave of absence when a full time operators' pick is conducted, that operator shall not pick and will be permitted to bump into an hours of work schedule held by another operator who is lower on the seniority list at the time of the return to work from leave, and such bumping will continue for those lower on the seniority list until all available hours of work schedules are filled. This bumping process shall be conducted within one (1) week after the operator returns to work from leave and will be implemented at the beginning of the next payroll period after this bumping process is complete. The operator who returns from leave will be assigned work by the Company until the bumping process is complete and implemented.

2. Nothing in this Memorandum of Agreement impacts the Employer's right to make work assignments to bargaining unit employees as deemed necessary by the Employer due to operational needs.
3. Full time operator picks shall be conducted pursuant to the seniority list with the most senior operator picking first.
4. Full time operator picks shall be conducted in one day designated by the Company. Absent extenuating circumstances, no such pick shall last longer than five (5) hours.

- 2
5. One Union Representative will be paid four (4) hours at that person's straight time rate for supervising the full time operators' pick, regardless of the length of the pick. The Union Representative shall pick for any absent operator.
  6. On a weekly basis, part time operators shall pick from the hours of work assignments designated by the Employer for the following week in seniority list order. The least senior part time operator will be obligated to accept the last unpicked hours of work assignment each week. Any part time operator who declines the opportunity to pick will be skipped and will accept an hours of work assignment left after picking is complete.
  7. When full time and/or part time operator vacancies/absences occur and are known of by the Employer during the standard week (Monday – Friday) before the calendar week in which the absence/vacancy is to occur, the Employer may include the necessary additional work hours due to the absence/vacancy in the part time operators' pick for the following week. As a means to deal with absences/vacancies, the Employer reserves its right to offer assignments of additional hours of up to two hours in duration as necessary based on operational needs resulting from one or more absences/vacancies. In the event no operator accepts the offered assignment of additional hours, the Employer may assign the additional hours to the least senior available on duty operator. This provision governing assignments of additional hours of up to two hours in duration shall apply to situations in which assignments of additional hours of up to two hours in duration extend beyond two hours due to circumstances beyond the Employer's control. Work assignments of additional hours of more than two hours in duration shall be offered based on seniority. In the event no operator accepts the offered assignment of additional hours of more than two hours in duration, the Employer may assign the additional hours to the least senior available on duty operator.

As a matter of last resort, when the above processes have been exhausted and there is no available on duty operator to work the additional hours, and off duty operators have been called and have either declined the offer of additional hours or did not answer a phone call from the Company, off duty operators may be assigned those additional hours in inverse seniority order.

8. Operators and Maintenance employees will choose their vacation weeks by seniority in December for the following year. The Company shall establish how many employees can be off per week by category.

Within two (2) weeks after this Agreement is executed by both parties, a vacation pick by seniority for the remainder of 2015 will be conducted for operators and maintenance employees. The Company shall establish how many employees can be off per week by category. Those who have already been granted vacation time for 2015 shall keep it.

An employee must have accrued and available paid time off/vacation time in his or her accrued bank in order to pick a vacation and/or to take vacation time off.

9. When there is an hours of work schedule change for any full time Fueler/Washer, the new hours of work shall be offered to the full time Fueler/Washers in seniority list order before being assigned to the least seniority full time employee in this job title. When there is an hours of work schedule change for any full time Technician job category (e.g., categories such as Technician A, Technician B and Senior Technician), the new hours of work shall be offered to the full time employees in that job category in seniority list order before being assigned to the least senior full time employee in this category. When there is an hours of work schedule change for any full time Transportation Specialist, the new hours shall be offered to the full time Transportation Specialists in seniority list order before being assigned to the least senior full time employee in this job title. Part time Transportation Specialists shall continue to be assigned work by the Employer.
10. PENDING RATIFICATION OF A FULL COLLECTIVE BARGAINING AGREEMENT, the parties' tentative agreements dated 12/9/14 (Grievances) and 1/23/15 (Arbitration) shall be implemented, to the limited extent provided herein, upon the effective date of this Memorandum of Agreement and the Memorandum of Agreement on split shifts and seniority list dated April 13, 2015. The tentative agreements dated 12/9/14 (Grievances) and 1/23/15 (Arbitrations) shall apply only to grievances that allege a violation of this Memorandum of Agreement and/or the Memorandum of Agreement on split shifts and seniority list dated April 13, 2015 and to appeals over discipline issued to bargaining unit employees arising out of the mandatory assignment of additional hours under paragraph 7 above.
11. Upon ratification of a full collective bargaining agreement, the terms of this Memorandum of Agreement and the terms of the Memorandum of Agreement on split shifts and seniority dated April 13, 2015 shall be included in and part of the collective bargaining agreement.

COUNTY AREA TRANSIT SYSTEM, INC.

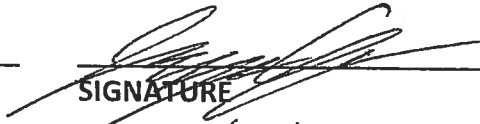
AMALGAMATED TRANSIT UNION, LOCAL 282



SIGNATURE

4/13/15

DATE



SIGNATURE

4/13/15

DATE



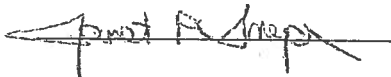
## TENTATIVE AGREEMENT

5/11/15


### Recognition

The Employer hereby recognizes the Union as the sole and exclusive representative of employees employed by the Employer in a bargaining unit that includes the following titles: Bus Driver, Van Driver, Transportation Specialist, Fueller/Washer, Senior Technician, Technician A and Technician B. (The foregoing covered employees in the bargaining unit shall be referred to in the contract as "employees.")

All other employees of the Employer and all other job titles are excluded from the bargaining unit.



CATS, INC.



ATU, LOCAL 282

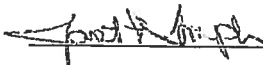
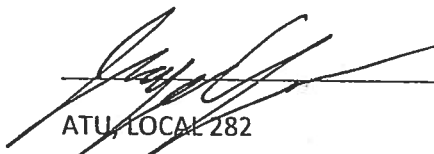
## TENTATIVE AGREEMENT

May 11, 2015

### Sick/Medical Leave of Absence

An employee on a bona fide sick/medical leave of absence supported by satisfactory medical evidence (e.g., proper Disability or Worker's Compensation papers) shall have his/her health insurance coverage continued for a maximum of six months. The employee's employment and seniority shall be maintained for a maximum of six months.

An employee, who was terminated as set forth above after six months may be returned to CATS for a period of 12 months following the employment termination, provided there is a suitable open position in the bargaining unit, he/she is medically able to return to CATS employment (subject to approval by the Company's physician), and subject to all normal pre-employment requirements (such as but not limited to drug screen and Article 19-A clearance). Upon reinstatement under this Article, the employee shall assume his/her seniority as of the date of employment termination. The Company will offer such an employee the first available full or part time bargaining unit position for which he/she is qualified after being medically cleared as set forth above during this period of 12 months after the date of termination. If the employee refuses an available full or part time position in the bargaining unit for which he or she is qualified, he/she will forfeit any further reinstatement rights. Nothing in this Article diminishes the Company's ability to fill an open position after an employee's employment is terminated after six months as set forth above.

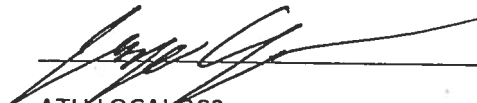
  
CATS, INC.  
ATU, LOCAL 282

## TENTATIVE AGREEMENT

### Preamble

This Agreement made and entered into between County Area Transit System, Inc. (herein called "Employer") and the Amalgamated Transit Union, Local 282 (herein called "Union").

Dated: May 11, 2015



ATU LOCAL 282



COUNTY AREA TRANSIT SYSTEM, INC.

## TENTATIVE AGREEMENT

### Bereavement Leave May 11, 2015


The Company provides regular full-time and part-time employees with a bereavement leave of absence to arrange and attend a funeral and to manage the affairs of a deceased member of his or her immediate family. The Company defines "immediate family" as the employee's spouse, partner, significant other, grandparent, parent, step-parent, child, step-child, sibling or step-sibling; the employee's spouse's, partner's or significant other's parent, step-parent, child, step-child, sibling or step-sibling; the employee's child's spouse or child. For the purposes of this policy, partners are those who are of the same or opposite sex and are financially and emotionally interdependent in a manner commonly presumed of spouses.


Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Employees may request up to three (3) working days off. Employees are required to take these three (3) working days consecutively.

A bereavement leave of absence is a leave with pay and maintains all aspects of the employment relationship during the regularly scheduled days of work when the employee is absent, including PTO accruals. An employee on bereavement leave should return to work on the first regularly scheduled day of work following the end of the leave.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions or shift differentials.

Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

  
CATS, INC.

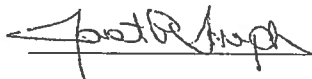
  
ATU, LOCAL 282

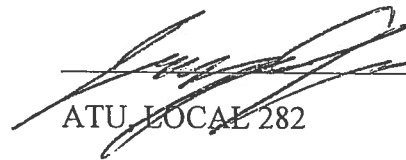
## TENTATIVE AGREEMENT

### Witness Duty

If employees have been subpoenaed or otherwise requested to testify as witnesses by the Employer, they will receive paid regular time for the entire period of witness duty. Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the Employer. All aspects of employment will continue, including PTO accruals.

Dated: June 1, 2015

  
\_\_\_\_\_  
CATS, INC.

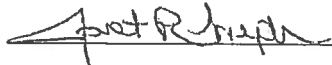
  
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ATU, LOCAL 282

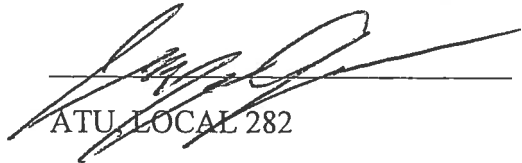
## TENTATIVE AGREEMENT

### ~~relieve~~ <sup>&</sup> Reliefs on the Road

All Drivers who relieve or are ~~relieved~~ at the hub shall be paid for the travel time between the Employer's offices and the hub when being transported by the Employer.

Dated: June 1, 2015

  
CATS, INC.

  
ATU, LOCAL 282

## TENTATIVE AGREEMENT

### Jury Duty

The Employer encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees ~~if an eligible person~~ may request up to two (2) weeks of paid jury duty leave over any five (5) year period.

Regular full-time and part-time employees qualify for paid jury duty leave. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.


If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available Paid Time Off or may request an unpaid jury duty leave of absence.

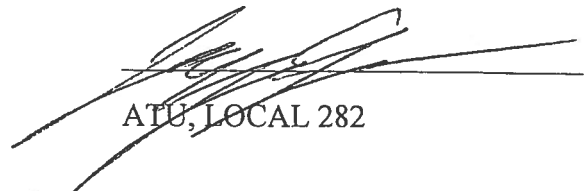
Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. Employees must provide to their supervisor an Attendance Verification Form from the court showing the dates the employee reported and served for jury duty.

Either the Employer or the employee may request an excuse from jury duty if, in the Employer's judgment, the employee's absence would create serious operational difficulties.

The Employer will continue to provide benefits and PTO accruals for the full term of the jury duty absence.

Dated: June 1, 2015

  
CATS, INC.


  
ATU, LOCAL 282

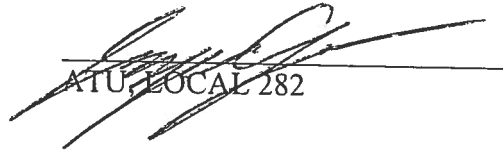
## TENTATIVE AGREEMENT

June 15, 2015

### No Strikes and No Lockouts

The parties agree that during the term of this Agreement, there shall be no lockout on the part of the Employer, and the Union agrees that there shall be no strikes, walkouts, stoppages, sick-outs or slowdown of work.

  
CATS, INC.

  
ATU, LOCAL 282



## TENTATIVE AGREEMENT

JUNE 15, 2015

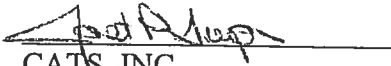
### Seniority

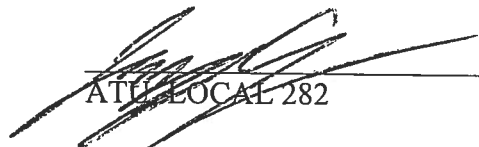
A. Any employee who accepts a position with the Company outside the bargaining unit will lose all bargaining unit seniority.

B. Separate seniority lists will be maintained for the following titles: Drivers – Full Time; Drivers – Part Time; Senior Tech; Technician A; Technician B; Transportation Specialist – Full Time; Transportation Specialist – Part Time; Fueller/Washer; Van Driver. Employees who move from full-time to part-time status shall be placed on the part-time seniority list based on date of hire. Employees who move from part-time to full-time status shall be placed at the bottom of the full-time seniority list.

C. When an employee transfers from one title to another, said employee will retain all seniority rights in the former title for six (6) months. After six months an employee remaining in a new title will have waived and forfeited all seniority rights in the former title without losing Company seniority.

June 15, 2015

  
CATS, INC.

  
ATIU LOCAL 282

## **TENTATIVE AGREEMENT**

### Layoff and Recall

1. When it becomes necessary to reduce the workforce, employees with the least seniority on the applicable seniority list listed in Article \_\_\_\_ – Seniority will be laid off before a more senior employee on that list. Employees shall be recalled by seniority on the applicable seniority list.
2. Any laid off employee will have recall rights for a period of 18 months or the employee's length of service, whichever is shorter.
3. Laid off employees will receive payout of all accrued, but unused vacation time.
4. If recalled, the employee's sick/personal time bank will be restored to the level accrued as of the date of layoff.

Dated: June 22, 2015

**CATS, INC.**

**ATU, LOCAL 282**

The image shows two handwritten signatures on horizontal lines. The signature on the left is written in dark ink and appears to be "Pat P. Krup". The signature on the right is also in dark ink and is more stylized, possibly reading "James J. [unclear]".

## TENTATIVE AGREEMENT

### Family and Medical Leave Act

FMLA will be administered by the Company according to law and Company policy. If there is a conflict between this Article and Company policy, this Article shall prevail. Any approved leave under FMLA shall be considered an excused absence for purposes of the attendance policy. Disputes relating to FMLA leave are not grievable under this Agreement, and the appropriate forum for FMLA disputes is the U.S. Department of Labor.

During an approved FMLA leave, an employee must use accrued personal/sick time. If a previously scheduled and approved vacation picked in the prior December falls during an employee's approved FMLA leave, the employee will be paid out vacation time for the previously scheduled and approved vacation period. Otherwise, employees will have the option to use accrued vacation during approved FMLA leave in lieu of taking any approved vacation that was scheduled for after the FMLA leave.

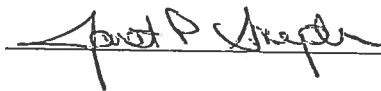
Prior to the effective date of the PTO conversion to personal/sick and vacation time, employees must use accrued PTO time during FMLA leave.

Exhibit A – FMLA Policy (will not be in contract) *gc ds*

Dated: July 17, 2015

CATS, INC.

ATU, LOCAL 282



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Exhibit A

## Family and Medical Leave Act (FMLA) Policy

### Basic Leave Entitlement

The Authority provides job-protected, unpaid leave under the provisions of the Family and Medical Leave Act of 1993 to an eligible employee who requests time off from work for the following:

1. His or her own serious health condition that makes the employee unable to perform the functions of his/her position;

a. A "serious health condition" is as an illness, injury, impairment or physical or mental condition that involves either:

i. Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including a period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) or any subsequent treatment in connection with such inpatient care; or

ii. Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, continuing treatment may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider; one (1) visit and a regimen of continuing treatment; or incapacity due to pregnancy or due to a chronic condition. Other conditions may meet the definition of continuing treatment.

2. Because of the birth of the employee's child and in order to care for his/her newborn child;

3. Because of the placement with the employee of a son or daughter for adoption or foster care; or

4. To care for the employee's spouse, son, daughter or parent who has a serious health condition.

### Military Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is a covered military member on "covered active duty" (or has been notified of an impending call or order to covered active duty) may use their FMLA leave entitlement to address certain qualifying exigencies, including to attend certain military events and related activities, arrange for alternative childcare, address certain financial and legal arrangements, attend certain counseling sessions, and attend post-deployment activities.

Eligible employees will also be permitted to take leave to care for a "covered servicemember" with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (hereinafter referred to as "military caregiver leave").

- a. For purposes of this leave provision, a "covered servicemember" is defined as:
  - i. a current member of the Armed Forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
  - ii. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time in the five years preceding the date on which the Veteran undergoes such medical treatment, recuperation or therapy.

The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the definition of "serious health condition" set forth above.

- a. With respect to members of the Armed Forces (including a member of the National Guard or Reserves), a "serious injury or illness" is defined as an injury or illness that was either incurred by the member in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty while on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of his or her office, grade, rank or rating.
- b. With respect to veterans, a "serious injury or illness" is defined as a qualifying injury or illness that was incurred by the member in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty while on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

### **Eligibility**

To be eligible for FMLA benefits, an individual must:

- be an employee of the Authority;
- have been employed by the Authority for at least twelve (12) months; and
- have worked at least 1,250 hours over the twelve (12) months immediately preceding the commencement of the leave.

### **Length of Leave**

Eligible employees may take up to twelve (12) weeks of unpaid leave under FMLA in a 12-month period for one or more of the reasons set forth in the "Basic Leave Entitlement" section above, as well to address certain qualifying exigencies under circumstances where the employee's spouse, son, daughter or parent is a covered military member on "covered active duty" (or has been notified of an impending call or order to covered active duty), (see "Military Leave Entitlements" section above).



Eligible employees may take up to twenty-six (26) weeks of military caregiver leave during a single 12-month period, as detailed in the "Military Leave Entitlements" section above.

1. The relevant 12-month period used to determine eligibility for leave entitlement, excluding military caregiver leave, will be calculated on a "rolling" basis, measured backward from the date an employee uses FMLA leave. The relevant "single 12-month period" used to determine eligibility for military caregiver leave will be the 12-month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins.
2. Absences due to an employee's serious health condition that are also covered by New York State Disability or New York State Workers' Compensation will be counted toward leave time available to the employee under the provisions of FMLA.
3. Leave for the birth of a child, or placement of a child with the employee for adoption or foster care, must be taken within twelve (12) months of the birth or placement.
4. An eligible employee may take up to twenty-six (26) weeks of leave during the single 12-month period to care for a servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single 12-month period.
5. Under some circumstances, an eligible employee may be approved to use FMLA intermittently or on a reduced-schedule basis. In all such cases, the leave may not exceed the allowable number of weeks over a 12-month period.
6. Spouses who are both employed by the Authority are limited to a combined total of twelve (12) weeks (or twenty-six (26) weeks if military caregiver leave is used) if the leave is taken for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

### **Procedure for Requesting Leave**

Eligible employees who are requesting leave under the provisions of FMLA are required to complete and submit an "Employee Request for Family Medical Leave" form to the People Department within the timeframes indicated below. Employees requesting FMLA leave for a serious health condition must have on file or produce a Certification of Health Care Provider form (WH-380-E for an employee's own serious health condition or WH-380-F for an employee's family member's serious health condition). Medical certification may also be required for military caregiver leave. The required FMLA paperwork is available at the Authority's reception desk or Medical Department. All completed FMLA paperwork must be turned into the Medical Department.

#### **A. Timing of Request**

Employees must provide the People Department with thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days is not possible, the employee must provide notice to the People Department as soon as practicable. This includes requests for unforeseeable consecutive and intermittent leave. Employees requesting intermittent leave under FMLA must produce a properly executed "Employee Request for Family Medical Leave" form for each and every non-consecutive absence.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule leave so as not to unduly disrupt the Authority's operations.

## **B. Content of Request**

Employees requesting FMLA leave must provide the Authority (via submission to the People Department) with sufficient information for it to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, that the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the Authority (via submission to the People Department) if the requested leave is for a reason for which FMLA leave was previously taken or certified.

## **Notice of Eligibility for and Designation of FMLA Leave**

Employees requesting FMLA leave will receive written notice from the Authority telling them whether they are eligible for FMLA leave and, if not eligible, the reasons for their ineligibility.

When eligible for FMLA leave, an employee will receive written notice of:


1. Any additional information required by the Authority in connection with the leave request;
2. The employee's rights and responsibilities in connection with such leave;
3. The Authority's designation of the leave as FMLA-protected; and
4. The amount of leave, if known, that will be counted against the employee's leave entitlement.

## **Medical Certification**

An employee's leave to care for the employee's family member with a serious health condition, or due to the employee's own serious health condition that makes him/her unable to perform one or more of the essential functions of his/her position, must be supported by a certification issued by the health care provider of the employee or the employee's family member. Such certification must be submitted in writing to the People Department, as outlined above. Failure to provide adequate certification may result in the denial or delay of coverage under FMLA. Any FMLA leave requested in excess of what the health care provider has certified in the Certification of Health Care Provider will not be considered as job-protected leave under FMLA and will therefore be denied.

## **Returning to Work From Leave**

Employees returning to work from a leave pertaining to his or her own serious health condition and which leave lasts five (5) or more calendar days and/or requires treatment/evaluation in a hospital facility are required to contact the Medical Department prior to the anticipated return-to-work date. Safety-sensitive employees will be required to undergo and pass a physical examination performed by the Authority's contracted physician. Safety-sensitive employees will also be required to successfully complete a drug and alcohol screen at the time of this examination. An employee whose leave was necessitated by his/her own serious health condition may also be required to produce a certification from his or her own health care provider advising that he or she has been cleared to return to work. This certification must specifically address the employee's ability to perform the essential functions of the job. Failure to provide medical certification regarding the ability to return to work, where applicable, may result in the delay and/or denial of the restoration of employment.



## **Impact on Benefits and Employment**

The Authority will continue to provide health insurance benefits to the employee for the full period of the approved FMLA leave on the same terms as if the employee had continued to work. However, the employee must continue to timely remit any required contribution to the Authority. If the employee fails to remit his/her required contribution for thirty (30) days past the date payment is due, his/her health insurance will be cancelled. The Authority will provide the employee with written notice before coverage is to cease, advising the employee that coverage will be dropped on a specified date unless the payment has been received by that date.

Employees who have accrued PTO will be required to use their PTO during their FMLA leave.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/ illness will run concurrently with any FMLA leave entitlement.

Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Salaried, FMLA eligible employees who are among the highest paid ten (10) percent of all employees employed by the Authority within seventy-five (75) miles of the employee's worksite, however, may not be eligible for job restoration if it would cause substantial and grievous economic injury to the operations of the Authority.

## **Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the People Department.

## **Questions and/or Complaints about FMLA Leave**

The FMLA makes it unlawful for any employer to:

1. interfere with, restrain, or deny the exercise of any right provided under the FMLA; and
2. discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

If you have questions regarding this FMLA policy, please contact the People Department. The Authority is committed to complying with the FMLA and, whenever necessary, will interpret and apply this policy in a manner consistent with the FMLA.

*Supervisors should refer employees to the Occupational Health Department to apply for FMLA as soon as they become aware of an employee's serious health condition. A supervisor may assume that an employee's medical condition is serious if the employee is out-of-work for at least three days and/or was admitted to a hospital. In general, supervisors should avoid asking questions about an employee's medical condition. The Occupational Health Manager will notify supervisors of their employees' FMLA-approved absences. Supervisors may not discipline or penalize an employee for FMLA-approved absences.*



## TENTATIVE AGREEMENT

### Attendance Policy

All employees are required to report to work on time every day they are scheduled to work. Employees shall receive Attendance Occurrences for unexcused absences and for incidents of tardiness. The following policy applies to all employees and is based on a rolling twelve (12) month period, which means the Company will look back at the previous 12 months from any Attendance Occurrence to determine potential discipline.

#### Excused Absences

Excused absences are:

- Family and Medical Leave (FMLA)
- Personal Leave per Article \_\_\_\_
- Jury Duty per Article \_\_\_\_
- Military Duty Leave
- Bereavement Leave per Article \_\_\_\_
- Pre-Approved Vacation or PTO \_\_\_\_
- Worker's Compensation Leave
- Sick/Medical Leave of Absence per Article \_\_\_\_
- Leave of Absence-Union per Article \_\_\_\_

Attendance occurrences are not issued for excused absences.

#### Unexcused Absence

Absenteeism is measured in occurrences. Employees are required to call in and notify their supervisors/dispatcher that they will be absent one (1) hour before the start of their shift.

An unexcused absence where the employee calls in sick or tardy at least one hour prior to the start of his/her shift is counted as one (1) occurrence. An employee who is absent for more than five (5) consecutive days due to medical reasons is required to call the RGRTA Occupational Health Department after the fifth (5<sup>th</sup>) day of consecutive absence.

An unexcused absence up to three (3) consecutive days is counted as one (1) occurrence provided proper notice is given. The Employee is required to submit a doctor's slip upon return to work. If an employee is out five (5) consecutive days or more they must submit to a Company medical evaluation before returning to work. An employee who must submit to a Company medical evaluation at the RTS location at 1372 E. Main Street, Rochester, NY under this policy will be compensated for three (3) hours pay at their base straight time hourly rate. Any consecutive days of absence beyond the above three (3) consecutive days will be counted as individual occurrences unless excused by the RGRTA Occupational Health Department because all additional consecutive days of

absence beyond three (3) consecutive days were caused by the same legitimate medical issue that caused the three (3) consecutive days of absence. When seeking to be excused, employees are responsible for providing appropriate documentation from medical providers as requested by the RGRTA Occupational Health Department. Such excusal by the RGRTA Occupational Health Department will not be unreasonably refused. In the event the Union grieves a refusal of the excuse under this paragraph, all occurrences beyond one (1) shall be held in abeyance pending the result of arbitration or a grant/withdrawal/settlement of the grievance. Any grievance submitted under this paragraph shall be submitted directly to arbitration, and one or both parties will immediately submit a Request for Arbitration Panel to FMCS (as provided for in Article \_\_\_ - Arbitration) and the parties will schedule the arbitration as soon as reasonably possible.

Calling in to notify the supervisor/dispatcher of an absence less than one (1) hour in advance of the employee's start time shall be counted as two (2) occurrences.

Failure to call in to notify the supervisor/dispatcher of an absence at all (No Call No Show) shall be counted as four (4) occurrences. Failure to call in to notify the supervisor/dispatcher of an absence for three (3) consecutive days shall result in immediate termination.

Failing to complete an employee's full shift shall result in one (1) occurrence.

A tardiness incident will result in one (1) occurrence.

Missing a mandatory meeting shall result in one (1) occurrence.

#### Disciplinary Guidelines for Absences and Tardiness

Employees are allowed a maximum of seven (7) occurrences within a rolling twelve (12) month period before a written warning will be issued. The disciplinary schedule is as follows:

<u>Occurrences</u>	<u>Disciplinary action</u>
7	Memo of Counseling
8	Written Warning
9	1 Day Suspension – Final Warning
10	Termination

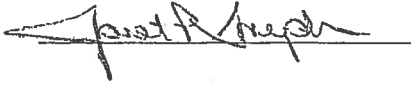
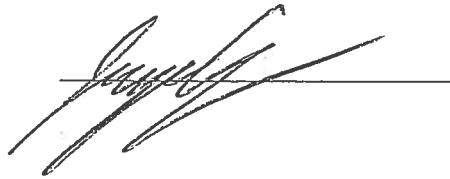
If an employee is tardy, his/her work may be reassigned at the option of the Company, and the tardy employee may be sent home at the option of the Company.

If an employee goes "occurrence free" for a consecutive six (6) month period, his or her disciplinary action will roll back one step/occurrence. Medical Leave or other Leaves of Absence shall not be counted in the six (6) month period.

August 13, 2015

CATS, INC.

ATU, LOCAL 282

A handwritten signature in black ink, appearing to read "Paul R. [unclear]", written over a horizontal line.A stylized handwritten signature in black ink, written over a horizontal line.

## TENTATIVE AGREEMENT

### Travel for Medical Purposes

Employees will be expected to travel to the RTS location at 1372 E. Main Street, Rochester, NY 14609 for medical appointments such as 19-A Physicals, follow-up appointments and return to work physicals.

Employees required by the Employer to travel to the above RTS location for such medical appointments will be compensated for three (3) hours pay at their base straight time hourly rate.

Dated: August 13, 2015

CATS, INC.

ATU, LOCAL 282

A handwritten signature in black ink, appearing to read "Paul R. Muph", written over a horizontal line.A handwritten signature in black ink, written over a horizontal line.

## MEMORANDUM OF AGREEMENT

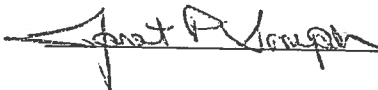
The parties agree to the following procedure to cover Fueler/Washer work when the Company determines that additional manpower is needed to cover such Fueler/Washer work. The additional hours of work will be offered and/or assigned according to the process below.

1. The additional work hours will first be offered to employees that hold the Fueler/Washer title, by seniority order, if the additional work hours do not conflict with the Fueler/Washer's regularly scheduled shift.
2. A Technician, if working on regular (non-overtime) hours, may be assigned the work if the Company determines that operational needs permit this assignment.
3. Technicians will be offered the additional work, if the additional work hours do not conflict with the Technician's regularly scheduled shift, by seniority order.
4. Full-time Bus Drivers will be offered the additional work, if the additional work hours do not conflict with the Bus Driver's regularly scheduled shift, by seniority order. No Bus Driver will work more than three (3) hours per day performing Fueler/Washer work. The three (3) hours per day limitation shall not apply to Bus Drivers on their day(s) off.
5. Part-time Bus Drivers will be offered the additional work, if the additional work hours do not conflict with the Bus Driver's regularly scheduled shift and only if the additional work would not cause the Driver to exceed thirty (30) hours of work for the workweek, by seniority order. No Bus Driver will work more than three (3) hours per day performing Fueler/Washer work. The three (3) hours per day limitation shall not apply to Bus Drivers on their day(s) off (subject to the thirty (30) hour limitation above).
6. No Bus Driver will be mandated or required to work Fueler/Washer shifts.
7. If the above process (items 1-5) does not produce the necessary manpower to perform the necessary Fueler/Washer work, as determined by the Company, the Company may continue to assign the work to Fueler/Washers and/or Technicians.
8. A Technician or Bus Driver who performs Fueler/Washer work pursuant to this Agreement shall be paid for such work at their normal Technician or Bus Driver rate of pay (as applicable).

Dated: August 13, 2015

CATS, INC.

ATU, LOCAL 282



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## TENTATIVE AGREEMENT

### Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees should notify and provide documentation in advance to the People Department of the military service, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will receive full pay for 30 consecutive days or twenty-two (22) working days, whichever is of the greater benefit to the employee. The portion of any military leaves of absence in excess of the greater of 30 consecutive days or twenty-two working days will be unpaid. However, employees may use any available paid time off/vacation for the absence.


Continuation of the portion of benefit credit directed to health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

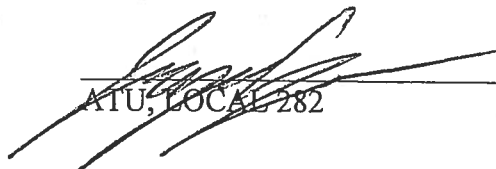
Benefit accruals, such as PTO/vacation, will continue during the leave.

Employees on military leave for up to thirty (30) consecutive days or twenty-two (22) working days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Dated October 1, 2015

  
CATS, INC.

  
ATU, LOCAL 282

## **TENTATIVE AGREEMENT**

### **Hours of Work**

The designated work week is Monday through Sunday to facilitate scheduling for programs and events, and full-time employees can generally expect to work five (5) days per week.

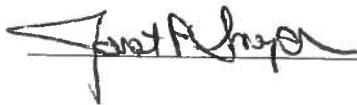
Full-time employees are those employees who are scheduled to work 30 or more hours each week. Part-time employees are those employees who are scheduled to work less than 30 hours per week.

Once full-time Operators have picked their hours of work schedules, those hours of work shall be guaranteed to the Operator until a new pick is conducted. Once part-time Operators have picked an hours of work assignment for the following week, such hours of work shall be guaranteed to that Operator for that week. Employees are not guaranteed overtime hours.

Dated: November 2, 2015

**CATS, INC.**

**ATU, LOCAL 282**

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## **TENTATIVE AGREEMENT**

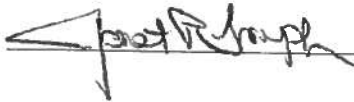
### **Clean Record Rule**

Any employee who has not had a preventable accident within twenty-four (24) 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.

Dated: November 2, 2015

**CATS, INC.**

**ATU, LOCAL 282**

A handwritten signature in black ink, appearing to read "Paul R. [unclear]", is written over a horizontal line.A stylized handwritten signature in black ink is written over a horizontal line.



## **TENTATIVE AGREEMENT**

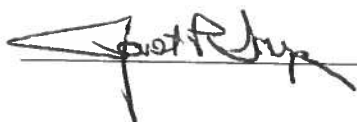
### **Management Rights**

Except as otherwise specifically provided in this Agreement, Employer retains all rights, functions and prerogatives of management to manage its business and to exercise all normally accepted management prerogatives in the conduct of its business and in the interest of safe and efficient public service, including but not limited to the sole and exclusive right to: direct, designate, schedule and assign duties to the work force; discipline or discharge for just cause; lay off for lack of work; require a reasonable standard of performance and maintenance of order and efficiency; and carry out the ordinary and customary functions of management whether or not exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority, and prerogatives possessed by the Employer prior to the execution of this Agreement whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

Dated: November 2, 2015

**CATS, INC.**

**ATU, LOCAL 282**

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## **TENTATIVE AGREEMENT**

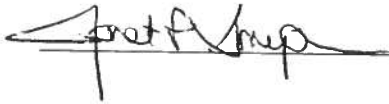
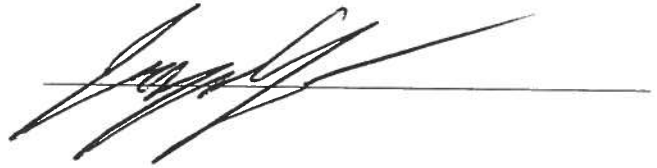
### **Holiday Work, Charters and Special Runs/Special Shuttles**

When additional scheduled hours are necessary to cover holiday work, charters, special runs and/or special shuttle services, such work will be posted for bidding by full-time Operators at least two (2) weeks prior to the event (or as soon as possible if two weeks' notice is not possible). The most senior full-time Operator who bids and who is not already scheduled to work during the posted holiday work, charter work, special run and/or special shuttle service will be offered the work. If no full-time Operator bids on or accepts the work, the Company may assign the work in inverse seniority order. The Company may, in its discretion, assign a part-time Operator to work the charter, special run, special shuttle service before assigning a full-time Operator, in accordance with paragraph 6 of the April 13, 2015 Memorandum of Agreement.

Dated: November 9, 2015

**CATS, INC.**

**ATU, LOCAL 282**

A handwritten signature in black ink, appearing to read "Fred A. [unclear]", is written over a horizontal line.A stylized handwritten signature in black ink is written over a horizontal line.

## TENTATIVE AGREEMENT

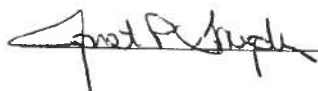
### **Overtime**

- A. When operating requirements or other needs cannot be met during regular working hours for reasons not covered by paragraph 7 of the April 13, 2015 "Memorandum of Agreement To Implement Split Shifts/Seniority MOA" and not covered by the August 13, 2015 Memorandum of Agreement on Fueler/Washer work, full-time employees will be given the opportunity to volunteer for available overtime work assignments in seniority order. If no full-time employee volunteers for overtime the Company may require full-time employees to work overtime in inverse seniority by job title. All employees may be required to work up to three (3) consecutive hours after their scheduled shift, without the ability of other employees to volunteer for this work, when the employee is on the road (if a Driver) or is actively engaged in a project or task at the time the employee's scheduled shift is to end. All voluntary overtime work must receive prior authorization of the employee's supervisor.
- B. Overtime compensation is paid to employees in accordance with federal and state wage and hour law. Holidays, PTO, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Actual hours worked in excess of forty (40) per work week will be paid at one and one half (1 ½) times the employee's regular rate.
- C. Once overtime is accepted or required the overtime becomes part of the Employee's work week for attendance purposes and all other applicable work rules.
- D. Employees are required to attend meetings and training sessions designated as mandatory. Such meetings and sessions will be scheduled no more than once per month, will be considered hours worked and will be compensated accordingly. An employee shall be guaranteed two (2) hours pay for attending such meetings or training if the employee is not otherwise scheduled to work on the day of the meeting or training. Such meetings/training shall not be mandatory on holidays or on a day for which the employee has been previously approved for time off by management.
- E. Employees are not guaranteed overtime hours.

Dated: November 9, 2015

CATS, INC.

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## TENTATIVE AGREEMENT

November 16, 2015

### Work Schedule - Maintenance Employees

Full-time Maintenance Technicians and full-time Fueller-Washers shall be scheduled for eight and one-half (8.5) hours per day with an unpaid thirty (30) minute lunch five days per week, which may include weekends. The Company will strive to maintain two consecutive days off per full-time employee. Two (2) ten minute breaks per day will be scheduled by management.

  
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**TENTATIVE AGREEMENT - Employee Handbook and Policies**

(1) The parties recognize and agree that the Company has adopted certain work rules and policies contained and referenced in an Employee Handbook applicable to the bargaining unit (including, but not limited to, the "Alcohol Abuse & Controlled Substance Use Policy" and the "Preventing Violence in the Workplace Policy"). All bargaining unit employees will be provided with a copy of the Employee Handbook, and employees will sign the "Employee Acknowledgement Statement" to confirm this receipt. To the extent that any provision of the Employee Handbook or the rules/policies referenced therein conflict with a term of this Collective Bargaining Agreement, this Collective Bargaining Agreement shall prevail. The Union reserves the right to grieve and arbitrate the reasonableness of the Company's application of the work rules and policies contained and referenced in the Employee Handbook.

(2) With respect to the Listing of Prohibited Substances found in Appendix A to the Alcohol Abuse & Controlled Substance Use Policy, the Company may reopen negotiations on this Listing in the future to discuss and explain modifications and/or additions to this Listing that are appropriate based on FTA guidance and/or FTA best practices. The parties also agree that the Contact Names & Numbers listed in Appendix B to the Alcohol Abuse & Controlled Substance Use Policy may be updated and modified by the Company from time to time. The Company will notify the Union of any such updates/modifications in writing.

(3) The parties agree that the versions of the attached documents will take effect upon ratification and legislative approval (the parties have initialed the pages of the attached documents):

- Employee Handbook

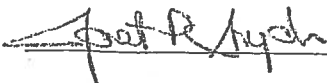
- Preventing Violence in the Workplace Policy

- Alcohol Abuse & Controlled Substance Use Policy

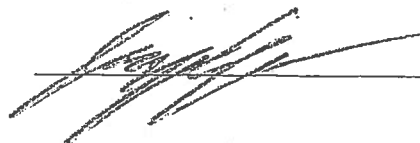
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