

MEMORANDUM OF AGREEMENT

REST DAY CONFLICTS

The parties to this Memorandum of Agreement, Regional Transit Service, Inc. ("RTS Monroe"), Lift Line, Inc. ("RTS Access"), County Area Transit System, Inc. ("RTS Ontario"), Seneca Transit Service, Inc. ("RTS Seneca") and the Amalgamated Transit Union, Local 282 ("Union"), hereby agree to the terms and conditions outlined below. The parties agree that, except as modified by this Memorandum of Agreement, the Collective Bargaining Agreements between the Union and RTS Monroe, RTS Access, RTS Ontario and RTS Seneca, respectively, remain in effect and unchanged pursuant to their terms. To the extent any term of these Collective Bargaining Agreements conflict with a term of this Memorandum of Agreement, this Memorandum of Agreement shall control.

1. The parties acknowledge that New York Transportation Law § 211, which applies to RTS Monroe, RTS Access, RTS Ontario and RTS Seneca states, among other things, that: *"every driver . . . shall have at least twenty-four consecutive hours off duty in every period of seven consecutive days and in no event shall such a driver be on duty for more than seventy-five hours in any period of seven consecutive days."*
2. In order to ensure compliance with New York Transportation Law § 211, the parties agree as follows:
 - a. **At RTS Monroe, RTS Access, RTS Ontario, RTS Seneca:** No operator shall be allowed to work overtime in violation of New York Transportation Law § 211. Accordingly, when calling for overtime dispatchers shall skip operators when such overtime work would result in a violation of New York Transportation Law § 211 in the current or a future work week. In

addition, operators with held trippers will not be permitted to work that tripper when such tripper would result in a violation of New York Transportation Law § 211 in the current or a future work week. However, overtime opportunities that result in conflicts with the eight (8) hour time off legal requirement are addressed below in this Memorandum of Agreement.

b. At RTS Monroe: In addition to the provisions of Section 2(a) above, at RTS Monroe:

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

ii. In the situation addressed in Section 2(b)(i) above, on the rest day conflict operator's next regularly scheduled day off (subject to Section 2(b)(iii) below), he or she will be placed on the extra board with a 6:00 am conflict show-up if the rest day conflict operator will have at least eight (8) consecutive hours off by the 6:00 am conflict show up; if the rest day conflict operator will not have at least eight (8) consecutive hours off by the 6:00 am conflict show up, the rest day conflict operator will be placed on the extra board in accordance with the conflict rules. If such a rest day conflict operator is conflicted after the first day (i.e., after that operator's next regularly scheduled day off), the regular eight hour conflict rules as explained in the Extra Board Rules will apply.

iii. In the situation addressed in Section 2(b)(i) above, a rest day conflict operator may opt to use an accrued vacation day, personal day or sick day (without an attendance occurrence) on the rest day conflict operator's next regularly scheduled day off instead of working and being placed on the extra board in accordance with Section 2(b)(ii) above. Such a day off will not be counted for purposes of the Lay-off Book referenced in Article 20 of the Collective Bargaining Agreement. A rest day conflict operator with no accrued but unused vacation days, personal days or sick days may select which of that rest day conflict operator's next two (2) regularly scheduled days off that he or she will work and be placed on the extra board in accordance with Section 2(b)(ii).

iv. However, nothing in this Memorandum of Agreement modifies the existing practices related to overtime opportunities that result in conflicts with the eight (8) hour time off legal requirement.

c. At RTS Access, RTS Ontario and RTS Seneca: In addition to the provisions of Section 2(a) above, at RTS Access, RTS Ontario and RTS Seneca:

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

ii. In the situation addressed in 2(c)(i) above, on the rest day conflict operator's next regularly scheduled day off, he or she will be scheduled by the Company in

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

iii. In the situation addressed in Section 2(c)(i) above, a rest day conflict operator may opt to use an accrued vacation day, personal day or sick day (without an attendance occurrence) on the rest day conflict operator's next regularly scheduled day off instead of working in accordance with Section 2(c)(ii) above. At RTS Access, such a day off will not be counted for purposes of the Lay-off Book referenced in Article 30 of the Collective Bargaining Agreement. A rest day conflict operator with no accrued but unused vacation days, personal days or sick days may select which of that rest day conflict operator's next two (2) regularly scheduled days off that he or she will work in accordance with Section 2(c)(ii).

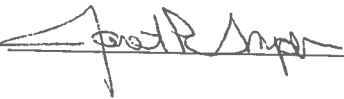
iv. With respect to overtime opportunities at RTS Access that result in conflicts with the eight (8) hour time off legal requirement, such overtime opportunities will not be offered to Operators unless there are no other overtime opportunities available to that Operator for the same date.

3. In order to resolve and settle the Grievances listed below, the Company will pay the following individuals the following amounts in full and complete settlement of these matters. The Union hereby withdraws each grievance listed below with prejudice.

Grievance No.	Grievant	Hours Paid
1-18	EJ Kiner	3
5-18	EJ Kiner	4
6-18	EJ Kiner	4
7-18	Ralph Rivera	4
10-18	E.J. Kiner	4
12-18	Ralph Rivera	4

4. This Memorandum of Agreement will become effective on November 26, 2018.

REGIONAL TRANSIT SERVICE, INC.

By:  _____

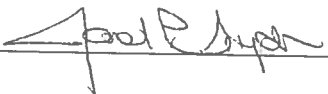
Date: 11/5/18

LIFT LINE, INC.

By:  _____

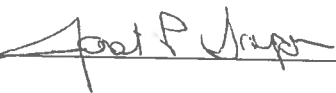
Date: 11/5/18

COUNTY AREA TRANSIT SERVICE, INC.

By:  _____

Date: 11/5/18

SENECA TRANSIT SERVICE, INC.

By:  _____

Date: 11/5/18

AMALGAMATED TRANSIT UNION, LOCAL 282

By:  _____

Date: 11/5/18