

SETTLEMENT AGREEMENT

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

1. **Payment.** In consideration of the terms outlined in this Agreement, the following bargaining unit employees will be paid the following amounts within twenty (20) calendar days after all parties have executed this Agreement:

Wayne Miller – 104 hours at \$29.95

Kera Mills – 40 hours at \$27.70

Doreatha Albert –40 hours at \$27.70

Richard Arnold – 16 hours at \$29.39

All payments made pursuant to this Agreement will be designated as wages reportable on IRS Form W-2, and appropriate deductions (including federal, state, and any local taxes) will be deducted from the payments by RTS. These payments shall not establish a past practice or precedent with respect to any other dispute, appeal or grievance that may exist now or in the future.

2. **Withdrawal of Grievances with Prejudice.** The Union hereby withdraws Grievances 51-15, 116-15, 18-16, 113-15 and any arbitration demands relating to Grievances 51-15, 116-15, 18-16 and 113-15, with prejudice. The parties agree that a fully executed copy of this Settlement Agreement is proof that Grievances 51-15, 116-15, 18-16, 113-15 and any arbitration demands relating to Grievances 51-15, 116-15, 18-16 and 113-15 have been withdrawn with prejudice.

3. **Medical Clearance Requirements.** The parties agree as follows with respect to employee medical clearance requirements for any bargaining unit employee in a safety sensitive position who is out of work for four (4) or fewer days due to illness or injury:

(a) **Bus Operators:** Bus Operators who visit any hospital emergency department/emergency room for any reason, whether on or off duty, have an obligation to report this visit to the RTS Dispatcher. The Dispatcher will advise the Bus Operator to call the RGRTA Occupational Health Department and will provide the Bus Operator with the number to call for this purpose. After a treating medical provider has issued a dated note clearing the Bus Operator to return to work, the Bus Operator must be seen/examined by the RGRTA Occupational Health Department before returning to work. The Bus Operator must contact the RGRTA Occupational Health Department immediately after (and leave a voice message if after 5 PM) the Bus Operator receives a note clearing the Bus Operator to return to work (regardless of whether the return to work date is set for a date in the future) in order to make an appointment to be seen/examined by the RGRTA Occupational Health Department. In order to ensure a prompt appointment with a medical provider under contract with the RGRTA Occupational Health Department, the medical appointment may be made by the RGRTA Occupational

Health Department at the RGRTA offices, at Rochester General Occupational Medicine, at Onsite Occupational Health, or at another site where a medical provider under contract with the RGRTA Occupational Health Department practices within Monroe County. Provided the Bus Operator contacts the RGRTA Occupational Health Department immediately after the Bus Operator receives a note clearing the Bus Operator to return to work as set forth above in this paragraph, the Bus Operator will be compensated for his lost wages for scheduled work hours the Bus Operator is not permitted to work between the return to work date set by the treating medical provider and the time the Bus Operator is seen/examined by RGRTA Occupational Health Department; payment under this provision shall begin with the first full scheduled work shift after the Bus Operator notifies the RGRTA Occupational Health Department of the cleared to return to work date and provides the required clearance note. Extra Operators shall be compensated for (8) hours per day and shall hold their position on the extra board when entitled to payment under the preceding sentence. If the Bus Operator is not cleared to return to work after being seen/examined by the RGRTA Occupational Health Department, he will not receive additional wage payment compensation while out of work but may be eligible for other benefits that provide compensation to the extent applicable (e.g., workers' compensation, disability benefits).

(b) Maintenance Department Employees in Safety Sensitive Positions: Employees who visit any hospital emergency department/emergency room for any reason while on duty have an obligation to report this visit to the RGRTA Occupational Health Department. After a treating medical provider has issued a dated note clearing the employee to return to work, the employee will be returned to work. However, should the employee be cleared to return to work with requested restrictions or requested accommodations, those requests will be handled in accordance with applicable law. Upon returning to work, the employee must be seen/examined by the RGRTA Occupational Health Department. This appointment to be seen/examined will normally be scheduled by the RGRTA Occupational Health Department during regular work hours. If the appointment is not scheduled during regular work hours, the employee shall be compensated at his overtime rate from the scheduled appointment start time (or the time the employee arrives if after the scheduled start time) until excused by the RGRTA Occupational Health Department at the end of the appointment. No employee will be permitted to perform driving duties until cleared to do so by the RGRTA Occupational Health Department. An employee who is temporarily not permitted to perform driving duties under the preceding sentence shall not experience a loss of compensation/wages (including overtime pay) due to this determination (but such an employee will not be paid other premium pay such as tow rate or chain rate).

(c) The compensation provided for in Sections 3(a) and 3(b) shall be wage payments and shall not be considered sick pay or occurrences under the applicable attendance policy.

4. Job-Related Illness or Injury During Work Hours. As in the past, an employee who leaves work during scheduled work time due to work-related illness or injury (i.e., not due to illness or injury not caused by job duties), will be paid for the remainder of the scheduled shift on the day the employee left work due to work-related illness or injury.

5. **Prior Agreement.** Nothing in this Agreement modifies or impacts the Settlement Agreement signed by the Union on July 21, 2010 and by RTS on July 20, 2010 that addresses employees out five (5) or more days due to illness or injury.

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

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



Amalgamated Transit Union, Local 282



Regional Transit Service, Inc.

10/24/16

Date

10/24/16

Date