

## MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement, Regional Transit Service, Inc. ("RTS") and the Amalgamated Transit Union, Local 282 ("ATU"), hereby agree to the following procedures that will apply when a portion of an Operator's assigned run that services a school does not run for any reason. For the purposes of this Memorandum of Agreement a "school" is defined as any school that is serviced pursuant to the Rochester-Genesee Regional Transportation Authority's subsidy agreement with the Rochester City School District:

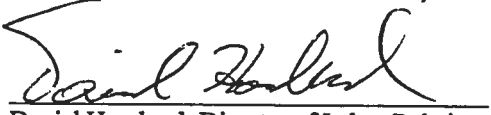
1. When the portion of the run that services a school does not run for any reason, the Operator will receive eight (8) hours of pay so long as he or she completes the entire remainder of his or her scheduled run for the day. There will be no pay for daily overtime or the \$.50 three-tricker differential in this situation. If an operator is eligible for spread time pay based on actual hours worked on the day in question, pursuant to the 10 ½ hour rule in Article 26 of the Collective Bargaining Agreement, such spread time will be paid. (Example of 10 ½ hour rule: If the operator starts at 6:00AM and works until 6:00PM the spread pay would start at 4:30PM.)
2. When the portion of the run that services a school does not run for any reason, and the Operator does not perform any of the remainder of his or her run for the day, regardless of the reason, the Operator is entitled to no pay for the day. In this situation, the Operator has the option to use a Personal Day, if one is available to the Operator, in order to receive eight (8) hours of pay for the day. There will be no pay for spread time, daily overtime or the \$.50 three-tricker differential in this situation when a Personal Day is used. The scheduled run for the day will go to the Extra Board and will be handed out as a complete run with eight (8) hours of pay.
3. When the portion of the run that services a school does not run for any reason, and the Operator performs only a portion (but not all) of the remainder of his or her run for the day, he or she will be paid only for the time actually worked. There will be no pay for daily overtime or the \$.50 three-tricker differential in this situation. If an operator is eligible for spread time pay based on actual hours worked on the day in question, pursuant to the 10 ½ hour rule in Article 26 of the Collective Bargaining Agreement, such spread time will be paid. (Example of 10 ½ hour rule: If the operator starts at 6:00AM and works until 6:00PM the spread pay would start at 4:30PM.)
4. The Union agrees to withdraw, with prejudice, grievance 25-10 and 27-10 and this agreement is proof of such withdraw.

AMALGAMATED TRANSIT UNION,  
LOCAL 282

  
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Gary E. Rauer, International Vice President

Date Aug 3, 2010

REGIONAL TRANSIT SERVICE, INC.

  
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Daniel Howland, Director of Labor Relations

Date August 3, 2010