

**Agreement**

**Between**

**RTS Seneca**

**And**

**Amalgamated Transit Union**  
**Local 282**  
**Rochester, New York**

**Effective June 25, 2020 – July 31, 2022**



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**AGREEMENT**  
**Between**  
**RTS Seneca**  
**And**  
**AMALGAMATED TRANSIT UNION**  
**LOCAL 282**  
**ROCHESTER, NEW YORK**  
**Effective 6/25/2020-7/31/2022**

**PREAMBLE**

This Agreement made and entered into between Seneca Transit Service, Inc. (herein called “Employer” or “Company”) and the Amalgamated Transit Union, Local 282 (herein called “Union”).

**1. 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.

**2. 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.

**3. RECOGNITION OF UNION**

Pursuant to the June 5, 2015 PERB Certification of Representative and Order to Negotiate, the Employer hereby recognizes the Union as the sole and exclusive representative of employees employed by the Employer in a bargaining unit that includes all Bus Operators and Transportation Specialists. (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.

**4. 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 office common area.

**5. 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.

**6. 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, additional agreements (unless those additional agreements state that they are not subject to the grievance and/or arbitration procedure).

- 2. The Employer and the Union agree that the definition of past practice is as follows:

In the absence of 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 June 5, 2015.

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 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 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 9 and must appeal the matter to arbitration pursuant to Article 9 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.

## **7. 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 he or she returns to work. Said employee shall be entitled, if he or she 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 9 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 specific 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.

## **8. 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.

## **9. 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 6 and 7, 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 to 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 the 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 subtract from or to change or modify any of the terms and 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.

**10. 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.

**11. CHECK OFF**

The Employer agree 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 Article 3 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 Employer 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.

## 12. INSURANCE

The Company agrees to provide the following programs for all employees:

### A. MEDICAL & HOSPITALIZATION

The following becomes effective April 1, 2017:

Health Insurance is offered to full-time employees. All full-time bargaining unit 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.

#### 1. SimplyBlue HDHP-Option 2 Coverage

For employees who choose to enroll in SimplyBlue HDHP—Option 2, the Company shall contribute 95% of 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/ legislative approval will have the option to enroll in this plan at future permissible periods (i.e., open enrollment).

#### 2. SimplyBlue 25 Coverage for Current Employees

For employees who choose to enroll in SimplyBlue 25, the Company shall contribute 60% 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.

#### 3. 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) 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.

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.

Employees will continue to pay the weekly fee for utilization of an HRA card.

#### 4. HRA for 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) 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 contributions in any calendar year.

Employees will continue to pay the weekly fee for utilization of an HRA card.

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 April 1, 2017.

#### 5. 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 or, \$1700 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 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.

#### 6. 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.

## 7. 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, rules, 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 following the 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 11(A.7) 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.

## **13. VISION INSURANCE**

The Company will pay the premium cost for a vision insurance plan (currently, as of the date of ratification/legislative approval, Davis Vision) for all full-time bargaining unit employees, and for eligible dependents if elected by the full-time employee. The Company will also pay the premium cost for individual coverage for part-time employees (no dependent coverage). The Company reserves the right to select and change the insurance provider and/or plan coverage.

## **14. WAGES**

Effective upon ratification/legislative approval, a base rate shall be established for all positions.

Effective April 1, 2020 - \$15.00

Effective April 1, 2021 - \$15.15

Effective April 1, 2022 - \$15.30

Each employee's wage rate will be increased during the term of this contract as follows:

- Effective April 1, 2020 – \$1.75 increase
- Effective April 1, 2021 – 2.75% increase
- Effective April 1, 2022 – 2.75% increase

### 15. PAID TIME OFF

PTO is in place for employees to cover vacation, illness, disability, appointments, emergencies, and other needs that may require time off from work. The PTO accrual schedule for full-time employees is as follows:

<b>Years of Completed Service</b>	<b>Employee Annual PTO Accrual for Employees prior to 8/3/17</b>	<b>NewHire* Annual PTO Accrual</b>
Less than 1 year	144 hours	40 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.]

Notwithstanding the above full-time PTO accrual schedule, if a current full-time employee's annual PTO accrual rate that exists at the time of ratification/legislative approval is greater than the PTO accrual rate to which the employee would be entitled on the above schedule based on years of completed service, the employee will be red-circled and held at his or her current PTO accrual rate that exists at the time of ratification/legislative approval until such time that the employee would accrue the same or a greater annual PTO amount on the above schedule based on years of completed service. From that point forward, the employee will accrue annual PTO time based on the above full-time PTO schedule.

\* Current part-time employees, as of ratification/legislative approval, who become full-time after ratification/legislative approval will accrue PTO time under the new hire accrual schedule above based on all years of service. Part-time employees hired after ratification/legislative approval who later become full-time will be treated as new hires for purposes of PTO accrual.

Part-time employees employed by the Company on the date of ratification/legislative approval who are regularly scheduled to work less than 40 hours per week but at least 20 hours per week will accrue PTO on a pro-rated basis. For example, an employee regularly scheduled to work 20 hours per week would accrue 50% of the PTO accrued by a full-time employee, and an employee regularly scheduled to work 30 hours per week would accrue 75% of the PTO accrued by a full-time employee.

All part-time employees hired after the date of ratification/legislative approval are not eligible for 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 on 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, certain full time employees with more than 1 year but less than 13 years of service credit are expected to accrue 268 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). This employee may take up to 268 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 269th 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 268 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:

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.

### **16. PENSION/RETIREMENT**

- a. Effective within sixty (60) calendar days after the later of the ratification by the ATU Union employees or ratification/legislative approval by the Board of Commissioners, full-time employees ("Eligible Employees") then participating in the "Rochester-Genesee Regional Transportation Authority Retirement Plan for Non-Union Employees of Lift Line, Inc., and Rural Properties" ("Non-Union Plan") at such time shall have their accrued benefits and Years of Service frozen in the Non-Union Plan. Eligible Employees shall receive one "Year of Service" for each Plan Year that he or she worked at least one hour in a position eligible to accrue a benefit in the Non-Union Plan.

Effective on the date following the action taken in the paragraph above, Eligible Employees' will begin participation in the "Retirement Plan for Union Employees of Regional Transit Service, Inc." ("Union Plan").

- b. For purposes of paragraph "a," Eligible Employees will be deemed to have Years of Service in both the Non-Union and the Union Plans for Vesting purposes only, equivalent to the Years of Service each such employee accrued in the respective Plans.

- c. Full-time employees hired after the later of ratification or approval, and those who become pension eligible after ratification or approval, will participate only in the Union Plan.
- d. The Plan documents for Union Plan and Non-Union Plan shall at all times control. Capitalized terms in this document shall have the same definitions as in the Plans, unless otherwise indicated herein.
- e. Part-time employees shall remain ineligible for participation.

**17. BEREAVEMENT**

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, grandparent, parent, step-parent, child, step-child, sibling or step-sibling; the employee’s spouse’s, partner’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 and share a residence 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/vacation 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.

**18. JURY DUTY**

The Employer encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request up to two (2) weeks 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.

## **19. 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.

## **20. 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.

## **21. 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 all Executive Board meetings at least fourteen (14) 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 alternative time or day for such leave.

## **22. 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 STS 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 STS 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

19-A clearance). Upon reinstatement under this Article, the employee shall assume his/her seniority as 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 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 above.

### **23. 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. In the event the medical appointment exceeds one (1) hour in duration from the scheduled start time (or the time the employee is present for the appointment, if he or she is late), the employee will also be paid their base straight time hourly rate for all time at the medical appointment exceeds one (1) hour.

### **24. FAMILY AND MEDICAL LEAVE ACT**

FMLA will be administered by the Employer according to law and Employer policy. If there is a conflict between this Article and Employer 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 PTO absence falls during an employee's approved FMLA leave, the employee will be paid out PTO time for the previously scheduled and approved PTO period. Otherwise, employees will have the option to use accrued PTO during approved FMLA leave in lieu of taking any approved PTO absence that was scheduled for after the FMLA leave.

### **25. SENIORITY**

- A. Separate seniority lists will be maintained for the following titles based on Company hire date: Driver – Full Time; Driver – Part Time; and Transportation Specialist – Full Time. Employees who move from full-time to part-time status shall be placed on the applicable 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 applicable full time seniority list.
- B. Any employee who accepts a position with the Company outside the bargaining unit will lose all bargaining unit seniority.
- C. When an employee transfers from one title to another, said employee will retain all seniority rights in the former titles for six (6) months. After six (6) months, an employee remaining in a new title will have waived and forfeited all seniority rights in the former title without losing Company seniority.

- D. With respect to all promotions and transfers within the same job title (i.e., part-time to full-time and vice versa), preference shall be given to the most senior applicant who holds that job title.

## **26. LAYOFF AND RECALL**

- A. When it becomes necessary to reduce the workforce, employees with the least seniority on the applicable seniority list listed in Article 25- Seniority will be laid off before a more senior employee on that list. No full-time employee in a job title shall be laid off until all part-time employees in that same job title have first been laid off. Employees shall be recalled by seniority on the applicable seniority list.
- B. Any laid off employee will have recall rights for a period of 18 months or the employee's length of service, whichever is shorter.
- C. Laid off employees will receive payout of all accrued, but unused PTO/vacation time.
- D. If recalled, the employee's sick/personal time bank will be restored to the level accrued as of the date of layoff.

## **27. DRIVER WORK SCHEDULES**

- A. There shall be a full time Drivers' pick of available hours of work schedules at least every six (6) months (or more often as determined by the Employer). The first pick will be conducted within one (1) month after ratification and approval. The obligation to hold a full time Drivers' pick every six (6) 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 Driver hours of work schedule change that will last more than one (1) week in duration, the Employer may implement the change immediately and hold a full time Drivers' pick within two (2) weeks after the change was implemented. Nothing in this Agreement shall impair the Company's right to modify hours of work schedules as it deems necessary with a full time Drivers' pick.

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

- B. Nothing in this Agreement impacts the Employer's right to make work assignments (changing Driver's route assignments within their scheduled work hours, subject to the Employer's ability to make hours of work schedule changes as set forth above) to bargaining unit employees as deemed necessary by the Employer due to operational needs. All Drivers will be trained to do all STS routes, as business conditions permit.
- C. Full time Driver picks shall be conducted pursuant to the seniority list with the most senior Driver picking first.

- D. Full time Driver picks shall be conducted in one (1) day designated by the Company. Absent extenuating circumstances, no such pick shall last longer than thirty (30) minutes. The available hours of work schedules will be posted at least one (1) week in advance.
- E. One Union Representative will be paid thirty (30) minutes at that person's straight time rate for supervising the full time Drivers' pick, regardless of the length of the pick. The Union Representative shall pick for any absent Driver.
- F. The Company shall, on a weekly basis, create hour assignments (which include only the total number of weekly work hours, and will not include work days, work schedule or specific assignments) for the following week for the number of active part-time Drivers at that time. These weekly hour assignments, which will include a minimum of twelve (12) hours per week, will be picked by the part-time Drivers in seniority order on a weekly basis. The least senior part-time Driver will be obligated to accept the last unpicked hour assignment each week. Any part-time Driver who declines the opportunity to pick will be skipped and will accept the hour assignment left after picking is complete. Once these weekly hour assignments are picked, the total number of hours in each hour assignment will be guaranteed to the part-time Driver who picked that hour assignment so long as the part-time Driver comes to work, and is ready, willing and able to work, as scheduled and assigned by the Company; this guarantee shall not apply when the part-time Driver does not come to work as scheduled and/or when the part-time Driver is not ready, willing and/or able to work. In such circumstances, the part-time Driver will only be paid for time actually worked during that week.

After these weekly hour assignments are picked as set forth above, the Company will notify each part-time Driver of their assigned days and hours of work for the following week, as determined by the Company in its reserved and sole discretion. The Company maintains the reserved right to assign part-time Drivers to work assignments as it deems necessary during their weekly schedule.

- G. In the event an hours of work schedule assignment (whether full-time or part-time) becomes open on any day due to a call-in or other reason (referred to as an "open work assignment"), the follow process will be used to cover that open work assignment:
  1. The open work assignment will be offered to full-time Drivers whose regularly scheduled work assignments will not conflict with the open work assignment, in order of seniority.
  2. The open work assignment will be offered to part-time Drivers whose regularly scheduled work assignments will not conflict with the open work assignment, in order of seniority, to the extent that such open work assignment would not cause the part-time Driver to be paid for more than 30 hours per week.
  3. The open work assignment will be assigned to the least senior full-time Driver whose regularly scheduled work assignments will not conflict with the open work assignment.

4. The open work assignment will be assigned to the least senior part-time Drivers whose regularly scheduled work assignments will not conflict with the open work assignment, to the extent that such open work assignment would not cause the part-time Driver to be paid for more than 30 hours per week.

Nothing in the above process should be read or interpreted to mean that part-time employees may not work or be paid for more than 30 hours per week when deemed necessary by management.

## **28. POTENTIAL NEW WORK**

In the event the Employer is awarded, or contracts to provide, service(s) that includes a condition that employees be subjected to background checks, criminal history checks, drug testing and/or alcohol testing, all bargaining unit employees shall submit to such background checks, criminal history checks, drug testing and/or alcohol testing as a condition of continued employment. The results may be used by the Employer to the extent permitted by law.

For part-time employees hired prior to August 4, 2016 only, and only for conduct that occurred prior to August 4, 2016, the results of the background and criminal history checks may result in an employee not being eligible to perform the contract or service work referenced in this Article; however, those results will have no impact on performing other STS work unless the results demonstrate conviction for a violent or sexual related crime.

## **29. ATTENDANCE**

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 Medical Leave (FMLA)
- Personal Leave per Article 20
- Jury Duty per Article 18
- Military Duty Leave
- Bereavement Leave per Article 17
- Pre-Approved Vacation or PTO
- Worker's Compensation Leave
- Sick/Medical Leave of Absence per Article 22
- Leave of Absence – Union per Article 21

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 unexpected 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 (5th) 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 East 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) days will be counted as individual occurrences unless excused by the RGTA 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 9 – Arbitration) and the parties will schedule the arbitration as soon as reasonably possible.

Calling 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 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 six (6) 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>
6	Memo of Counseling
7	Written Warning
8	1 Day Suspension – Final Warning
9	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.

### **30. FELONIOUS ASSAULT**

The Company shall provide all bargaining unit employees with \$100,000 insurance in the event of loss of life resulting from a hold-up or other felonious act occurring during the performance of their job duties. The annual premium cost to the Company shall not exceed \$4.80 per covered employee.

### **31. HOLIDAYS**

The Authority grants nine (9) paid holidays to all eligible full-time employees.

STS currently observes the following holidays:

- New Year’s Day;
- Memorial Day (last Monday in May);
- Juneteenth;
- Independence Day;
- Labor Day (first Monday in September);
- Thanksgiving (fourth Thursday in November);
- Day after Thanksgiving;
- Christmas Eve; and
- Christmas Day.

In the event that a holiday falls on a weekend, STS may designate an alternative day for observance.

Full-time employees’ holiday pay will be calculated based on the employee’s straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. If an employee is off from work (PTO or day off) when the holiday is observed, the employee’s holiday pay will be based on the employee’s straight-time pay rate (as of the date of the holiday) times the average number of daily hours in that employee’s then-current weekly work schedule.

Eligible part-time employees will be paid four (4) hours at straight time only for the following holidays: New Year’s Day; Labor Day; Thanksgiving; Christmas.

If an employee is scheduled to work the day before or after a holiday and he/she is absent, the employee will not be paid for the holiday. To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. The only exceptions to this rule are: a) when the employee submits a physician’s note that confirms the medical reason for the unscheduled absence, or b) if the holiday falls before or after pre-approved PTO. PTO may not be used in exchange for holiday pay.

Paid holidays will not be counted as hours worked for the purposes of determining overtime.

Due to operational needs, an employee may be required to work on a holiday. Employees will be paid for the holiday, in addition to any hourly wages earned for working on the holiday.

When an employee has a religious observance that does not align with a STS-designated holiday, the employee may request an exchange of a STS-designated holiday for the day required for his/her religious observance. Requests must be made to the employee's supervisor, and approval to exchange a day will be based on whether or not there is work available and/or whether or not the employee can perform his/her job when STS is closed. If an exchange is not possible, the employee may use PTO.

### **32. TRAINING PAY**

Bus Operators who are assigned by the Company, in the sole discretion of the Company, to train newly hired Bus Operators on STS routes shall receive an additional \$1.00 per hour for time spent in such training. The Employer reserves the right to continue to utilize non-ATU members to train operators, as it deems necessary and appropriate, when such training does not occur while operating a vehicle in revenue service.

### **33. ON TIME PERFORMANCE**

Bus Operators are subject to the following on-time performance standards:

1. Bus Operators are subject to discipline if they run more than five (5) minutes earlier than the published stop schedule at any stop.
2. Bus Operators are subject to discipline if they run more than five (5) minutes later than the published stop schedule at any stop on more than five (5) days in any calendar month.
  - (a) No Bus Operator will be disciplined for running late due to circumstances beyond the Bus Operator's control, such as but not limited to slow traffic, route deviations, using the restroom, detours, mechanical breakdown, inclement weather, wheelchair customers and similar circumstances beyond the Bus Operator's control.
3. Any Bus Operator who is running more than five (5) minutes later than the published stop schedule is required to, as soon as reasonably possible, call into dispatch to explain that the bus is running late and the reasons why the bus is running late. Failure to call into dispatch as required in this Article will result in disciplinary action. Bus Operators who call into dispatch to explain that the bus is running late and the reasons why the bus is running late will be provided with a memorandum from the Company, within seven (7) calendar days, to document this call to dispatch.
4. Discipline pursuant to this Article for on-time performance (i.e., running late and/or early) will be progressive, but will be combined with other disciplinary actions (other than attendance) for purposes of discipline progression; however, no Bus Operator will be discharged for a first incident of on-time performance discipline pursuant to this Article.
5. One (1) prior disciplinary action for on-time performance pursuant to this Article will be removed from a Bus Operator's record when he or she is not disciplined for on-time performance reasons pursuant to this Article for a period of three (3) consecutive months.



6. The time limits for discipline found in Article 7(A) of this Agreement shall apply to discipline for running early.

The time limits for discipline found in Article 7(A) of this Agreement shall not apply to discipline for running late. Rather, charges for running late must be filed within fourteen (14) calendar days after the end of the calendar month in which the Bus Operator ran more than five (5) minutes later than the published stop schedule at any stop on more than five (5) days during that calendar month. With this sole exception, all provisions of Article 7 apply to discipline for on-time performance pursuant to this Article.

### **34. EMPLOYEE HANDBOOK AND POLICIES**

- A. 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.
- B. 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.
- C. The parties agree that the versions of the documents will take effect upon ratification and legislative approval (the parties have initialed the pages of the documents):
1. Employee Handbook
  2. Preventing Violence in the Workplace Policy
  3. Alcohol Abuse & Controlled Substance Use Policy

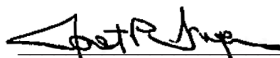
### **35. TERM OF CONTRACT**

Term of Contract from June 25, 2020 through July 31, 2022.

**ATU Local 282**

**Regional Transit Service, Inc.**

  
\_\_\_\_\_  
**Jacques Chapman**  
**President/Business Agent**

  
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**Janet Snyder**  
**Labor Relations Director**

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