

ORIGINAL

Collective Bargaining Agreement

By and Between

**Teamsters Union
Local 445**

And

First Student, Inc. (Rondout, NY)

For Technicians

Effective: August 13, 2019 through August 31, 2022



First  **Student**



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LOU FULLER TRUSTEE
SONYA HAMILTON TRUSTEE

NOTICE TO MEMBERS

UPON TERMINATION OF EMPLOYMENT FOR ANY REASON, PLEASE CALL THE UNION OFFICE IMMEDIATELY TO RECEIVE A WITHDRAWAL CARD. THE COST OF A WITHDRAWAL CARD IS \$.50.

MEMBERS ARE RESPONSIBLE FOR NOTIFYING THE UNION AND THE FUND OFFICE IMMEDIATELY OF ANY CHANGE OF ADDRESS.

PAYMENT OF DUES IS THE MEMBERS RESPONSIBILITY, TO BE SUBMITTED TO THE UNION OFFICE WHEN OUT FOR ANY EXTENDED ILLNESS, LEAVE OF ABSENCE, DISABILITY OR COMPENSATION, FOR WHICH SAME HAS NOT BEEN DEDUCTED BY THE EMPLOYER.

THIS WILL KEEP YOU IN GOOD STANDING WITH THE UNION.

This agreement is entered into and between Teamsters Local 445, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, and First Student within the Rondout yard, Accord, N.Y., hereinafter referred to as the Employer. This agreement as to wages, benefits, working conditions and job protections is entered into by and shall be binding upon both parties hereto, their successors and assigns from and after the first day of April 2019 until terminated as hereinafter provided.

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Preamble

This Agreement is supplemental to the Teamsters - First Student National Master Agreement. In accordance with Article 2, Section 4 of the National Master Agreement, the operations covered by this supplement are part of the single national bargaining unit covered by the National Master Agreement. Additionally, in accordance with Article 2, Section 1, of the National Master Agreement, any lesser conditions contained in this supplement shall be superseded by the conditions contained in the National Master Agreement. However, nothing in the National Master Agreement shall deprive any employee of any superior benefit or term contained in this Supplement.

Article 1 - Scope of Agreement

1.1 The execution of this Agreement on the part of the Employer shall cover all employees of the employer in the work covered by this agreement. The parties hereto enter into this collective bargaining agreement for the purpose of maintaining harmonious and peaceful labor conditions and establishing methods for fair and peaceful adjustments of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms and conditions of this Agreement. Both parties desire to provide uninterrupted operations to the clients they serve and to provide a secure and safe productive work environment between the parties of this Contract.

1.2 The execution of this Agreement on the part of the Employer shall cover all employees of the Employer covered by this Agreement.

Article 2 - Union Recognition and Dues

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all matters affecting the wages, hours and conditions of employment of its employees in the bargaining unit, as designated by the NLRB in Case 3-RC-23222. Specifically included in such unit are all full-time and part-time regular Technicians and Technician in Charge employed at and out of the Employer's facility location 12712 at 5147 Route 209 Accord, NY, 12404. Specifically excluded from the bargaining unit shall be all other employees, including office clerical employees, head dispatchers, managers, guards, professional employees, and supervisors as defined in the Labor Management Relations Act as amended.

2.2 All present employees who are members of the Local Union on the effective date of this subsection or on the date of the execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired thereafter shall become and remain members in good standing of the Local Union as a condition of employment and after the 30th day following the beginning of their employment or on and after the 30th day following the effective date of this subsection, or the date of this

Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

2.3 The failure of any persons to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to further effect the Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any persons to maintain his/her membership in good standing as a condition of employment as required herein shall, upon written notice to the employer by the Union to such effect, obligate the Employer to discharge such person.

2.4 No provisions of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provisions may become effective, such additional requirements must be met first.

2.5 In the event of any change in the law during the term of this agreement the Employer agrees that the Union will be entitled to receive maximum Union security that may be lawfully permissible.

2.6 The Employer agrees to deduct weekly from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to the said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required by the Employer and Union prior to the start of the first workday of such employee. No deduction shall be made, which is prohibited by applicable law. The Union shall supply the Employer in writing each week a list of its members working for the Employer who have furnished to the Employer the required authorization together with an itemized statement of dues, and/or initiation fees and uniform assessments owed and to be deducted for such amount from the first paycheck following receipt of statement from the Union for such members in one(1) lump sum and shall within seven (7) days following such deductions remit same to the Union, except D.R.I.V.E. deductions which shall be made monthly with a letter from the Union indicating the amounts to be deducted.

2.7 The Employer and the Union have agreed under this contract that the Employer will receive from the Union a pre-billing statement for dues owed from all employees each week to the Local Union and each week the Employer will provide a check to the Union with that amount owed as dues, deductions permitting.

2.8 Indemnification: The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by the Employer for the purpose of complying with this Article. All complaints or misunderstandings regarding dues and assessments will be properly adjusted

between the member and the Union at the Teamsters office at 15 Stone Castle Road, Rock Tavern, NY 12575 and not with the Employer.

2.9 New Hires: When new or additional employees are needed, the Employer will give the Union equal opportunity to supply names of applicants, the employer shall choose between applicants referred by the Union along with any other applicants on the basis of their respective qualifications for employment. No applicants will be preferred or discriminated against of membership or non-membership in the Union. Employer shall notify the Union of new employees within ten (10) days from date of hire. The Employer will notify the Union or its representative and allow them to be present for new employee orientation for the purpose of completing necessary forms.

Article 3 - Protection of Rights

3.1 The Employer shall not enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or Contract shall be null and void. All employees shall work in accordance with this Agreement. The Employer recognizes and acknowledges this Agreement.

3.2 Picket Lines: Recognizing the special obligation of the Company and its employees to render service to the public, the Union and the Company agree that the presence of a picket or of a picket line on or adjacent to the premises of any customer or potential customer of the Company shall not remove the obligation of the employees to render service in the normal routine of Company operations. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place(s) of business.

Article 4 - Separability and Savings Clause

4.1 Separability: Any part of this Agreement which conflicts with applicable City, State, or Federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provisions. Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant hereto.

4.2 In the event that such Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

Article 5 — Transfer of Company Title or Interest

5.1 This Agreement and Supplemental Agreements hereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In any event an entire operation or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

5.2 The Company will not use outside vendors for the purpose of reducing or replacing staff in the bargaining unit, or to evade the collective bargaining agreement's protections.

Classifications "Qualifications"

5.3 In all transfers of employees referred to the above, those employees must be qualified to perform the job by experience in the classification in which they are transferred to, such as license requirements, physical conditions, motor vehicle and felony records including a drug free record.

Article 6 - Maintenance of Standards

6.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differential and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement, or has been negotiated for adequate replacement. The Union agrees that the Employer is accountable only to the provisions and conditions specifically agreed to by the Employer as a result of this Agreement.

6.2 It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors, such as clerical or typographical errors, made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. In no event shall it apply to errors, the correction of which may be substantive where the Union and Employer disagree that an error was made. If the Union or the Employer are at an impasse, both parties may use the grievance procedure, if need be, as outlined in this Agreement.

Article 7 - Management Rights

The Union recognizes the exclusive right and responsibility of the Company to manage its facility and to direct its working forces. All rights of the Company which have not been specifically abridged or modified by this Agreement are retained by the Company

including, but not limited to, the right to make and modify reasonable work rules and regulations (such as the National Employee Handbook). The Company agrees to send to the Union, post and distribute copies of any new work rules, or changes to existing work rules or regulation, at least five (5) work days prior to implementation.

Article 8 - Access to Premises

Authorized agents of the Union shall have access to the Employer's establishment during working hours, to investigate working conditions, collect dues, and inspect all time cards, log books and other payroll records of the Employer, for the purpose of determining whether or not the terms of this Agreement are being complied with. The Employer will make such records available within twenty-four (24) hours of the Union's request.

Article 9 - Credit Union/Banks

The Employer agrees to deduct certain amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the Personal Bank or Credit Union of the employee once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Bank or Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

Article 10 - Job Stewards

10.1 The Employer recognizes the right of the Union to designate Shop Stewards from the Employer's Union seniority list. Shop Stewards shall be voted on by membership.

10.2 The authority of Shop Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its Officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to repair, or drive any equipment, or any other interference with the Employer's business.

10.3 The Employer and the Union recognize the limitations upon the authority of Shop Stewards and their Alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

10.4 Stewards shall be permitted to investigate, present and process grievances on the property of the Employer. The Union agrees not to abuse this right. Anytime Company wants Steward to sit in on meeting they will be paid.

10.5 No Shop Steward shall make any decision with the Employer that conflict with the terms and provisions of the Contract.

10.6 The Union reserves the right to remove any Shop Steward at any time for the good of the Union.

10.7 The Shop Stewards shall be the last employee to be laid off, irrespective of seniority.

10.8 All employees have the right to take a Union representative, Shop Steward or other Union employee, into all disciplinary meetings pursuant to their Weingarten Rights.

Article 11- No Strike and No Lockout Clause

Section 1

It is agreed that during the term of this Agreement neither the Union nor its officers or members shall instigate, call, sanction, condone, or participate in any strike, sit-down, stay-in, walkout, slow-down, stoppage or curtailment of work, and provided further that there shall be no lockout of employees by the Company.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately use every means at its disposal to prevent the conduct and continuance of such action.

Section 2

Any employee or employees found guilty of instigating, promoting, actively supporting, or condoning such actions shall be subject to immediate discharge.

Section 3

It is not the intent of the company to cause any employee to be placed in an unsafe work environment.

Article 12 - Disposition of Grievances

12.1 Any dispute or grievance between the Employer and the Union or any employee over the interpretation or application of this Agreement shall be settled in the following manner:

- (a) Within seven (7) days after the occurrence of the event giving rise to the grievance, or within seven (7) days of the time the aggrieved employee becomes aware of the event giving rise to the grievance, the employee, with the assistance of the Shop Steward, shall take it up with the Location Manager or his designee.
- (b) After the answer of the Location Manager or his designee the grievance shall be reduced to writing and signed by the aggrieved employee, and a copy given to the Area General Manager or the Region Vice President, and the Union Steward and Business Agent.
- (c) After the submission of the written grievance, the Area General Manager or the Region Vice President and the Union Business Agent will discuss the grievance and attempt to settle it.
- (d) Within thirty (30) days after filing the grievance, if the grievance is not settled, it may be submitted to arbitration or to the Joint National Grievance Review Committee (JNGRC).

12.2 Then either party may, upon written notice to the other, request the American Arbitration Association (AAA) or FMCS to designate an arbitrator in accordance with their rules, and whose decision in the matter if made in accordance with this contract and the applicable State and Federal Laws and judicial interpretation, shall be final and binding on the parties.

- (a) The fees and expenses of the impartial arbitrator shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union, but all other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.
- (b) The power of the arbitrator shall be limited to the interpretation of the Agreement. He shall have no power to add or subtract from or modify any of this Agreement, nor shall he have power to establish or change any wage scale or classification.

12.3 Any grievance, controversy, or dispute of claim not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes. These time limits may be waived by mutual written agreement between the Union and the Employer or his/her designee.

12.4 No grievance shall be presented here under which occurred prior to the effective date of this Agreement.

12.5 Time limits set in this Article shall not include Saturdays, Sundays, or holidays.

12.6 Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between representatives of the Employer and the Union.

12.7 Grievant Bill of Rights: All employees who file grievances under this Agreement are entitled to have their cases decided fairly and promptly. In order to satisfy these objectives and promote confidence in the integrity of the grievance procedure, all employees who file grievances are entitled to the following rights:

- (a) Grievant and Stewards shall be informed by their Local Union of the time and place of the hearing.
- (b) Grievant shall be permitted to attend at their own expense, the hearing in cases in which they are involved.
- (c) One (1) Shop Steward shall be permitted time off to attend all hearings.
The Employer shall provide any information relevant to a grievance containing specific factual allegations within fifteen (15) days of the receipt of a written request by the Union. The Union or grievant shall provide any information relevant to such a grievance within fifteen (15) days of receipt of a written request by the Employer.

Article 13 - Military Clause

The parties hereto agree that the Employer shall comply with the Universal Training and Services Act, as amended and the Reserve Forces Act of 1995, and amendments thereto. The Employer shall pay whatever the law provides for employees on leave of absence for training in the military, including the Vietnam Services Act.

Article 14 - Discharge, Suspension, or other Disciplinary Action

14.1 The Employer shall not discharge or suspend any employee without just cause.

14.2 Progressive Discipline: Except where the situation requires termination or suspension for the first offense, in addition to the provisions provided in this Article, an employee may be properly discharged for just cause upon the use of a progressive disciplinary system. With each such written warning, the discipline imposed shall not exceed the following:

- a) Documented Verbal Warning;
- b) First written warning: no further discipline. A copy of written warning shall be placed in the employee's file;

- c) Second written warning: up to a three (3) day disciplinary suspension without pay. A copy of the written warning and the disciplinary action will be placed in the employee's personal file;
- d) On the third written complaint: discharge.

14.3 Disciplinary notices: The Employer shall furnish the affected employee and the Union with a written notice of discipline imposed under this Article provided, however, that the affected employee shall be required to sign such notice when served by the Employer. The employee's signature shall certify only, that he has received such a copy. The employee's signature shall signify only that he has received a copy, and shall not signify an admission of guilt.

14.4 The warning notices for moving violations, preventable accidents, injuries, or harassment as herein provided shall not remain in effect for a period of more than thirty-six (36) months from the date of said warning notice, on a revolving system that will discard past warnings automatically. Other disciplinary warning notices shall not remain in effect for more than nine (9) months, including non-preventable accidents and injuries from the date of the occurrence upon which such warning notice is based. Stale warnings will not be used against such employees when they are outdated.

14.5 Any employee may request that the Union investigate employee's discharge, suspension, or warning notice.

14.6 Upon discharge, the Employer shall pay all monies due to the employee within five (5) days from the date of discharge unless the applicable law requires such payment to be sooner. Upon quitting, the Employer shall pay all money due to the employee no later than the second payday following such quitting. If an employee is suspended as provided for in this Article, pending final disposition of said suspension, the Employer shall continue to make the required contributions for the agreed-to-benefits. All employees shall receive their normal pay and benefits during the course of any investigation by the Employer which may lead to the imposition of discipline. The Company shall advise employees of their right to union representation whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews. If a steward is unavailable, the employee may designate a bargaining unit member who is available at the terminal at the time of the meeting to represent him/her. Meetings or interviews shall not begin until the steward or designated bargaining unit member is present.

14.7 The Company will publish and furnish to each employee a handbook that outlines the work rules with respect to plant procedures. All such rules must be furnished to each employee and the Union five (5) days before taking effect with the current date and the date it will take effect. Where the employee's handbook conflicts with the contract, the contract shall rule.

Customer Removal: If the Employer is required to remove an employee by the School District's request, the Employer agrees to discuss the matter with the School District to attempt to adjust the problem. If the School District maintains its position on the removal of the employee, the Employer will meet with the Union to decide the status of the employee. The Union will be given a copy of the directive requiring the removal of the employee and the reasons therefore. The Company will make every effort to place the employee in substantially equivalent work within the bargaining unit serviced by this Local Union or at another of the company's locations for which the employee is qualified, either of which should be in the geographic area of the Local Union or in another mutually agreeable location. If the School District does not provide a directive requiring removal of an employee in writing, First Student will, in writing, provide the Union and the employee with a description of the directive. The Company shall not initiate or instigate employee removal or customer complaints with the district. The Company shall provide training to the employee in any area of deficiency articulated by the School District in order to assist the employee in correcting any actual or perceived performance problems. Should the Employer decide to discipline the employee, such disciplinary action would be subject to the Grievance Procedure.

Article 15 - Non-Discrimination Clause

15.1 The Company and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, national origin, sexual preference or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, sexual preference, or age.

15.2 The Company and the Union agree that there will be no discrimination by the Company or the Union against a person because of his/her membership in the Union or because of any lawful activity and/or support of the Union.

Article 16 - Harassment

It is the understanding of the parties, there shall be no harassment by any person, management or Union employee, whether or not it is sexual in nature or any other form. No person will be allowed to defame any other person with profanity of any type. No person will be allowed to defame in a sexual way as to the character of any such person or individual by name calling, including any advances to any such harassment in the work place as defined by law.

Article 17 - Absence for Union Business

The employer agrees to grant the necessary time off, without discrimination or loss of

seniority rights and without pay, to any employee but no more than two (2) employees designated by the Union to attend a labor convention or serve in any capacity on other official Union business, providing three (3) days written notice is given to the employee by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of men affected in order that there shall be no disruption of the Employer's operation pursuant to the approval of the contract manager. This time will not be used against the employee in regards to incentives or bonuses.

Article 18 - Loss or Damage

Employees shall not be charged for loss or damage unless clear proof of willful negligence is shown. This Article is not to be construed as permitting charges for loss or damage to equipment under any circumstances.

Article 19 - Court and Hearing Appearances

When an employee is required by the Company in any court for the purpose of testifying because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Employer at the employee's regular rate of pay, as well as traveling expenses, for all earning opportunity lost because of such appearance, provided the employee is not charged and convicted of criminal negligence. This section shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours.

Article 20 - Extra Contract Agreements

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Article 21 - Gender Clause

Whenever the term "he" or "she" is used throughout this Agreement, it shall be construed and interpreted as pertaining to gender, male or female.

Article 22 - Compensation Claims

The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury claims when such claims are due and owing as required by law.

Article 23 - On the Job Claims

The Employer agrees to cooperate toward the prompt disposition of employee on-the-job claims.

Article 24 - Injury on the Job

When an employee is injured on the job, the employee shall be guaranteed a day's pay for the day injured, provided he is unable to work as a result of the injury.

Article 25 - Accident Reports

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee before going off duty and before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on the Employer's time. There shall be an accident review committee established by the Union and Employer. All accidents shall be reviewed by the accident review committee before any employee is terminated.

Article 26 - Safety Violations

The Employer shall reimburse any employee for a citation issued to the employee due to the failure of the Employer to properly license, insure, or maintain its vehicles in accordance with Federal and State regulations.

Article 27 — Bulletin Boards

The Employer agrees to provide a suitable, lockable Union bulletin board in each garage, terminal or place of work. Postings by the Union on such bulletin boards are to be confined to official business of the Union, and Union information for the members in the bargaining unit.

Article 28 - Personal Identification

If the Employer requires employees to carry personal identification, the cost of such personal identification shall be borne by the Employer and updated as needed.

Article 29 - Personnel Files

29.1 Upon reasonable request by an employee, authorization will be granted for the employee within 24 hours at a time convenient to the employee and to the Employer to examine his/her personnel file in the presence of a Union Steward or Union Representative. Upon inspection, an employee shall be supplied with copies of any documents in his/her file. Upon review of personnel records by the employee, an item not comprehensible to the employee will be explained. After such review, a written acknowledgement by the employee of such review will be placed in the personnel file.

29.2 The Employer shall maintain files in accordance with applicable law for all matters pertaining to a particular employee, which shall be accessible to the employee.

29.3 The Employer will not release any information in an employees' personnel file to outside sources other than date of employment unless legally required to do so or if authorized in writing by the employee.

29.4 Employees will be provided with a copy of any letter regarding that employee that is to be placed in the employee's personnel file. Employees shall be entitled to place a letter of rebuttal to any document placed in their file.

29.5 Upon ratification of the contract every employee's personal file will be purged of all write-ups and discipline notices except for preventable collisions.

Article 30 – Drug and Alcohol Policy

Drug and alcohol policy: In acknowledgement of the nature of the Employer's operation and the very special and overriding safety considerations, the parties have adopted formal provisions for fitness for duty drug and alcohol screening. Such provision is included in an Appendix which is attached hereto and is expressly made part of this Agreement.

Article 31 – Union Notification

The Union, the Steward and the employees will be given a copy of all written disciplinary actions, including Warning Notices, promptly on their effective date.

Article 32 - Defective Equipment and Dangerous Conditions of Work

32.1 The Employer shall not require employees to take out on the streets or highways any vehicle that is not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment, which is refused because not mechanically sound or properly equipped cannot be used by other drivers until the

Maintenance Department, has adjusted the complaint. The written decision of the Location Manager or her designee, in consultation with the on-duty technician, shall be final as to whether or not a driver is justified in refusing to operate a Company vehicle. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property. The employer shall not require or assign any employee to work around any unsafe environment or condition. Breaks and lunch shall be scheduled to insure the safety of tech personnel. No tech shall be required to perform potentially unsafe function without other personnel present. Unsafe situations shall be brought to the attention to Shop manager or TIC immediately.

32.2 Parking Lot/Yard Safety: The Employer shall provide proper lighting and maintenance to all areas as well as clean and sanitary restrooms with functioning hot and cold water sink faucets.

Article 33 – Seniority

33.1 Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, beginning at the original date of hire for each employee, at the terminal within the jurisdiction of the Local 445 Union.

33.2 All new employees shall be hired on a sixty (60) calendar days' trial basis with the employer and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union. The Union and the Company may mutually agree to extend the probationary/trial period for another thirty (30) calendar days. After the trial period they shall be placed on the seniority roster as regular employees in accordance with their date of hire. When there is more than one employee who has the same hire date with the employer, the method for determining seniority for those employees will be done in the following manner. The time and date of interview shall decide the seniority; the first person to have an interview is highest on the list. In case of discipline within the trial day period, the Company shall notify the Local Union in writing.

33.3 During the probationary period, the employee may be terminated without further recourse; provided, however, that the Employer may not terminate the employee for the purpose of evading the Agreement or discriminating against Union members.

33.4 Probationary employees shall be paid at the new hire rate of pay during the probationary period.

33.5 All new employees (probationary, casual, etc) shall start and work only as directed by the Employer.

33.6 An employee who so qualifies for seniority status shall have his/her seniority date revert back to his/her earliest employment including training if any.

33.7 Job classifications

Employees performing work for the employer under this agreement shall be classified as Technicians.

33.8 Loss of Seniority

Seniority shall be broken only by:

- 1 - Discharge
- 2 - Voluntary quit
- 3 - Knowingly fail to respond to a certified notice of recall for regular work seven (7) consecutive days after receiving notice, or by mutual agreement;
- 4 - Unauthorized leave of absence;
- 5 - Unauthorized failure to report for work, No Call No Show for three (3) consecutive days when working and on a seniority list;
- 6 - If an employee has not worked for the Employer for twenty-four (24) months.
- 7 - Any employee who is absent because of proven illness or injury, family death or illness, shall maintain his seniority for one (1) year, as provided herein.

Article 34 – Job Bidding

34.1 When an opportunity for a regular job exists, the Company shall post a notice announcing such a job opportunity.

34.2 Bids for the job must be made within five (5) working days after the day the job is posted. If no employee has the necessary qualifications the Company may hire outside the existing workforce. The job vacated by an employee who receives the open job shall be filled in the same manner.

1. An employee cannot be bumped by another employee at any time except by a senior employee whose job is eliminated and who is qualified for the position.
2. Any employee placed on the job which was posted and was not bid on within the five (5) working days, shall have this job assigned to him as if employee bid it.
3. During the bidding period, the Company will attempt to place temporarily on the job the employee who may eventually get the position.
4. When an opportunity for a temporary job exists, it shall be posted in the same manner as if the job were a regular job; provided, however that the word "temporary" be written on the bid posting. Any employee who accepts such a temporary job will be given the same consideration in holding this job as given to an employee who bids off a regular job, except that when the regular employee returns to work, the temporary employee will return to his regular job. An employee

working any classification on a temporary bid will be the first to be laid off from the classification in case of a layoff in the classification and will return to his permanent job.

Article 35 - Layoff

The Company will give all employees five (5) working days' notice of layoff of lack of work or pay in lieu thereof. These provisions shall not apply when a layoff is caused by reasons beyond the control of the Company, such as, an act of God, or School District cancellations without warning. Layoff is from bottom of Seniority list up. Recall will be from the highest seniority of those laid off then down. Employees who are recalled shall be sent a notice by certified mail to their last known address and must respond within five (5) business days after receipt of notice. It remains the employee's responsibility to provide and maintain a current address with the Company. Employees will be permitted to volunteer to be laid-off.

Article 36 — Transfer Rights

36.1 The Union and the Company agree that anytime an employee covered by this agreement is assigned for the Company's convenience to a lower paying classification, said employee shall continue to be compensated at employee's normal hourly rate. The Union and Company agree that when an employee is assigned to a higher pay classification the employee will be paid at the higher rate.

36.2 A request to transfer to another First Student facility will be considered with correct qualifications and available openings.

Article 37 - Seniority List

Within thirty (30) days after signing of this Agreement, and at least quarterly thereafter, a list of employees, arranged in the order of their seniority, shall be posted in a conspicuous place at the place of employment and a copy furnished to the Union for Union files. The Union copy will show names and addresses and phone numbers of each employee. Claims for corrections to such seniority list must be made to the Employer and the Union within thirty (30) days after the allegedly inaccurate posting is initially made. After such time the seniority list will be regarded as being correct.

Article 38 - Leave of Absence

38.1 Any employee desiring a leave of absence from his/her employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for one (1) year. Permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the

employee shall not engage in new or replacement employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

38.2 Employees of the Rondout location shall only be required to work at said location. Work performed at any other location will be voluntary and by seniority. All travel time and mileage will be paid to employee.

38.3 FMLA: Employees who have worked for the employer for a minimum of seven hundred (700) hours within any twelve (12) month period are eligible for unpaid leave of the type set forth in the Family and Medical Leave Act of 1993 and any relating state law that applies.

Eligible employees are entitled to at least twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child in foster care;
2. To care for a spouse, child or parent of the employee due to serious health condition;
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain any health insurance coverage during the period of the leave.

The employee is required to provide the Employer with at least thirty (30) days advance notice before leave under this Article begins, if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second opinion, at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding. As a condition of returning to work, an employee who has taken leave due to his/her serious health condition must be medically qualified to perform the functions of his/her job. An employee returning from approved and documented FMLA leave shall provide the Company with 24 hours' notice (i.e., 1 business day) of his/her full medical release to return to duty. Upon such notice and if the employee is fully licensed and certified to drive, the employee shall be returned to work in paid status pursuant to the terms of the Agreement.

In cases where employees fail to return to work, the provisions of the Agreement will apply.

It is specifically understood that an employee will not be required to repay any of the employer contributions for his/her health insurance during leave but shall be responsible

for his/her employee contributions during this absence. No employee will be disciplined for requesting or taking the leave under this Article.

Disputes arising under this provision shall be subject to the grievance procedure. The provisions of this Section shall not supersede any state or local law which provides for greater employee rights.

Article 39 - Exclusive Agreement

This is the exclusive Agreement between these parties with all prior agreements becoming void on the effective date of this Agreement. This Agreement includes all Addendum and Letters of Agreement executed simultaneously herewith and subsequent hereto provided. Some are signed or initialed by both parties and those Addenda will be part and parcel of this Agreement.

Article 40 - Termination

This Agreement shall take effect upon ratification August 13, 2019 and shall remain in full force and effect until midnight, of August 31, 2022, and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty 60 days prior to the expiration of this Agreement of a desire to change, amend, or terminate this Agreement.

Wages

All full-time maintenance employees shall receive an increase on their hourly wage rate, as set forth below:

	<u>Current</u>	<u>8/13/19</u>	<u>9/1/20</u>	<u>9/1/21</u>
		2.75%	3 %	3%
Frank Thompson	\$35.00	\$35.96	\$37.04	\$38.15
David Depew	\$29.64	\$30.46	\$31.37	\$32.31
Albert Philhower	\$29.08	\$29.88	\$30.78	\$31.70
New Hire:	\$25.00			

The parties agree that the new hire wage rate established in this article are minimums. The Employer reserves the right to pay wages in excess of these as long as they are not more than the lowest paid current technician rates, if, in its sole discretion, the Employer determines that higher wages are necessary for the retention or recruitment of qualified employees. Nothing in this agreement, however, shall be interpreted to require the employer to pay wages in excess of the minimums established in this Article.

401 (k) Plan

Full-time Maintenance employees shall be able to participate in the Company's current or comparable 401(k) plan for full-time employees in accordance with the eligibility conditions and restrictions of the plan.

Insurance

1. It is agreed that all full-time employees will be enrolled into the Industry and Local 338 Welfare Fund. The contributions for health coverage shall be submitted promptly to the Fund by the 15th day of each month for all payroll periods.

Rates: The Welfare rate shall be set at \$7.37 per hour per employee. Upon ratification, the Company shall pay the following hourly rates per fulltime employee based on a maximum of forty (40) hours per week and 2080 hours per year.

8/13/2019	9/1/2020	9/1/2021
\$6.87	\$6.87	\$6.87

The employee contribution rate shall be fifty (50) cents per hour/\$20 per week.

2. Company administration of eligibility for medical benefits will be compliant with the provisions of PPACA as amended from time to time. The parties agree that in the event that the employee premium contributions in this Agreement cause the Employer to be subject to any taxes, penalties, surcharges or other costs under the Patient Protection and Affordable Care Act or other applicable law the Company may in its sole discretion modify the employee premium contributions to bring it into compliance with PPACA.
3. The Company shall pay all premiums necessary to maintain the current Group Life Insurance Policy and Accidental Death and Dismemberment Policy.

Bereavement Leave

All non-probationary employees shall be granted up to three (3) days off, or five (5) days when traveling five hundred (500) miles or more to be verified by the location manager, with pay, to either attend or make arrangements, including the day of the funeral, to settle the estate but not to exceed five total days for a death of a member of the employees immediate family. Immediate family is defined as an employee's spouse, child, and mother, father, brother, sister, grandparent, grandchild, significant other, parent of your minor child, any person residing in your household, in-laws including: current grandparent, mother, father, sister, brother, and any person for whom the employee maintains power of authority and is entrusted to settle their estate. It is also agreed that in order to be paid, employees must take the time off with no exceptions

to this Article. The Company shall have the right to require proof of death of such relative in order to be covered by the Article and this benefit.

Jury Duty

All non-probationary employees, who are called for jury duty, shall be entitled to a maximum of three (3) weeks pay for the days the employee serves on the jury. However, if the employee serves only one (1) day, such employee will make himself available for work at all times during such week he is not required to serve on the jury. The Employer agrees to pay such amount upon presentation of proof by the employee.

Hours and Overtime

1. All employees covered by this Agreement shall be paid weekly. All employees covered by this Agreement shall be paid in full each week and not more than seven (7) days shall be held on an employee. Each employee shall be provided with an itemized statement of his gross earnings and deductions made for any purpose. Pay periods shall begin at 12:01 A.M. on Sunday and shall end at Midnight of the following Saturday.
2. One and one-half times the straight time rate shall be paid for all time worked in excess of forty (40) hours in any week.
3. When reporting for work at his regular starting time, the employee shall be guaranteed a minimum of eight (8) hours work.
4. Repair work and maintenance work on all buses shall be performed by Mechanics/Techs/TIC. Supervisory employees shall not perform work on any vehicle except to assist in an emergency.
5. Employees shall have two (2) fifteen-minute paid breaks and a thirty (30) minute unpaid lunch period.
6. Employees shall receive a ten (10) minute paid clean-up at the end of their shift.
7. If an employee is called to report for emergency duty or road calls, he shall be guaranteed a minimum of four (4) hours work. If an employee is scheduled to be available for weekend on-call duty, said employee shall receive one hundred fifty (\$150.00) dollars per weekend. However, employees on stand-by for a holiday shall receive seventy-five (\$75.00) for the holiday.
8. Except in emergencies, the Company will give the employee two (2) weeks' notice for changes in schedules.

9. The Employer agrees not to eliminate full time positions for the exclusive purpose of replacing the hours with part time employees.
10. Any payroll discrepancy of \$30 or more, not due to the fault of the employee and promptly brought to the attention of management, will be corrected within twenty-four (24) hours check or with the consent of the employee, by pay card. Payroll discrepancy of less than \$30 will be corrected in the following week's paycheck.

Examinations and Training

All examinations and training when required by the Employer and performed under his direction shall be paid for by the Employer. Employees, other than applicants, shall be paid for all time required taking such examinations at the regular straight time hourly rate pay. If a dispute develops between the Employer and the Union as to whether or not the employee is physically qualified to work, the Union and the Employer shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Employer, except as when the employee chooses or is allowed to use his own doctor. The only amount the Employer will be obligated to pay is the amount that is charged by the Company doctor. However, if the employee chooses to get a second opinion by his/her own doctor, the cost will be borne by the employee.

Whenever there is an issue regarding any employee's physical well-being and a doctor needs to be used to evaluate for any reason, the Union will be notified prior to any employee forced to see a doctor. The Employer representatives and its supervisors will comply with Article 13 at all times. The Employer also agrees not to violate the Weingarten rights of any employee in conforming to this Article or related articles in this Contract.

Safety meetings are paid a minimum of one (1) hours pay at the overtime rate when not scheduled during a regular eight (8) hour day.

The Company shall arrange for flu shots, at the employer's cost, for interested employees.

Uniforms

1. The Company agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniforms shall be furnished and maintained by the Employer, free of charge at the standard requirement by the Employer.
2. The Company shall provide weather-acceptable clothing (i.e.: gloves, coats, rain gear, etc.), along with \$150 annually for work boots.

3. The Company shall provide up to \$150 annually for prescription safety glasses.

Holidays

All employees covered by this Agreement shall be paid hours (8) hours straight time pay for the following holidays when no work is performed:

New Year's Day	Thanksgiving
Martin Luther King Jr.	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas
Labor Day	

When an employee's day off falls on a holiday, he shall get the day before, or the day after the holiday off, subject to mutual agreement between the Company and the Union.

1. Employees will be entitled to two (2) Floater holidays to be arranged in advance with the Contract Manager. These Floater Holidays shall be used on a Contract Year basis.
2. Employees must work the last scheduled work day preceding the Holiday and the next scheduled work day after such holiday in order to be eligible for holiday pay, unless prevented from doing so for reasons above and beyond his control.
3. If the holidays set forth in Paragraph D fall on a regularly scheduled workday, employees will receive time and one-half for all hours worked on said holiday. Employees will also have the option of additionally receiving holiday pay on the day worked, or using the paid holiday on another day arranged in advance with the Location Manager.

Vacations

A. Employees covered by this Agreement shall receive the following vacations:

1. Two (2) weeks' vacation with pay after one (1) year of service.
2. Three (3) weeks' vacation with pay after five (5) years' service.
3. Four (4) weeks' vacation with pay after ten (10) years' service.

B. Vacation schedule shall be mutually agreed to between Management and employees.

C. Up to one (1) week unused vacation time shall be paid out in the final paycheck of the year.

Sick Leave

- A. Each full-time maintenance employee who has been in the employ of the Employer for one (1) year will be paid sick leave of forty (40) hours at his regular straight-time hourly rate for the contract year and each contract year thereafter.
- B. New full-time employees who have less than one (1) year of service will be given credit for eight (8) hours paid sick leave for each two (2) months service, up to 5 days (40 hours).
- C. Paid sick leave will be made for excused absences from work due to illness. The Location Manager must be notified as early as possible before the employee's regular starting time.
- D. Each full-time maintenance employee who has been in the employ of the Employer for one (1) year, can carryover up to one (1) year a maximum of ten (10) days / eighty (80) hours.

Personal Leave

Each full-time maintenance employee who has been in the employ of the Employer for one (1) year will be paid two (2) days / sixteen (16) hours personal leave at his regular straight-time hourly rate for each contract year.

Tool Allowance

All technicians shall receive a \$500 tool allowance each year.

ASE Certification

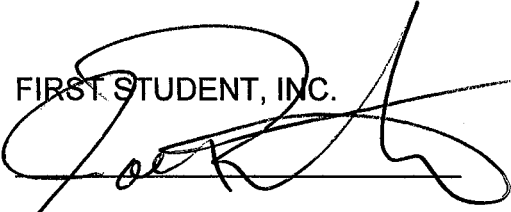
Employees shall receive an increase of twenty-five (.25) cents per hour for every ASE Certification they receive.

Miscellaneous

- 1. In order to qualify for a category of work under this Agreement, an employee must be fully qualified to operate the required equipment safely and efficiently and must possess all the required licenses, and certificates for the category of work desired. It is also agreed that there will be no deviations, favoritism, or any other schemes to circumvent the intent between the parties.

2. Qualified Maintenance employees shall only be used to pick up or drop off students in the event of an emergency.
3. The first responders to any bus with mechanical failure shall be a technician, or tow truck.
4. Overnight Lodging: Meals will be paid, limiting three (3) per day with a maximum amount of fifteen (15) dollars for each meal and will be paid as provided with receipts. The cost of the hotel shall be paid by the employer. Each employee shall be offered the opportunity to have an individual hotel room.
5. Unit Work: No person outside of the Bargaining Unit shall be permitted to perform work normally performed by a member of the Bargaining Unit except in the absence of sufficient numbers of Bargaining Unit Employees, or in a recognized emergency. The Employer will not subcontract, lease or diminish bargaining unit work opportunities. The Employer shall hire additional bargaining unit employees when the amount of work justifies such hiring.
6. Background Checks: The Company shall perform criminal and driving background checks prior to the hiring of the employee. It is understood that during the tenure of the employee's employment he/she will be subject to subsequent background checks which shall be limited to criminal and driving records. No credit information will be used against the employee. An employee who is returning for work after an absence and is ready, willing and able to work shall not sustain an economic loss due to any delay as a result of completing the background check. Employees will comply with reasonable background check procedures.

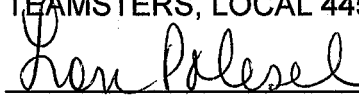
FIRST STUDENT, INC.


Joe Petrozak
Area General Manager

Date:

9/27/19

TEAMSTERS, LOCAL 445


Lori Polesel
Vice President

Date:

9/27/19